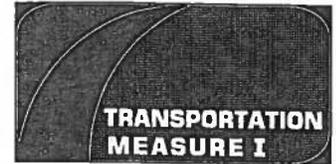




San Bernardino Associated Governments

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



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

AGENDA

Major Projects Committee

June 21, 2012

9:00 a.m.

Location:

SANBAG Offices

The Super Chief Room

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410

Major Projects Committee Membership

Chair

Dick Riddell, Mayor
City of Yucaipa

Pete Aguilar, Mayor
City of Redlands

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Vice-Chair

Michael Tahan, Council Member
City of Fontana

Paul M. Eaton, Mayor
City of Montclair

Ed Scott, Mayor Pro Tem
City of Rialto

Neil Derry, Supervisor
County of San Bernardino

Ed Graham, Council Member
City of Chino Hills

Walt Stanckiewicz, Mayor
City of Grand Terrace

Josie Gonzales, Supervisor
County of San Bernardino

Larry McCallon, Mayor
City of Highland

Alan Wapner, Council Member
City of Ontario

Gary Ovitt, Supervisor
County of San Bernardino

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Dennis Yates, Mayor
City of Chino

Janice Rutherford, Supervisor
County of San Bernardino

Pat Morris, Mayor
City of San Bernardino

Sarah Zamora, Mayor
City of Colton

Ray Musser, Mayor
City of Upland

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
Service Authority for Freeway Emergencies
County Congestion Management Agency

Major Projects Committee

June 21, 2012

9:00 a.m.

LOCATION:

Santa Fe Depot

The Super Chief Room

1170 W. 3rd Street, 2nd Floor, San Bernardino

CALL TO ORDER – 9:00 a.m.

(Meeting chaired by Mayor Dick Riddell.)

- I. Pledge of Allegiance
- II. Attendance
- III. Announcements
- IV. Agenda Notices/Modifications – Nessa Williams

1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of June 21, 2012. Pg. 10

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

2. Major Projects Attendance Roster Pg. 18

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

Notes/Action

3. **Construction Contract Change Orders to on-going SANBAG Construction Contracts with Skanska/Rados Joint Venture, C.C. Myers Inc., Bador Construction, Pacific Restoration Group and Brutoco Engineering and Construction, Inc.** Pg. 22

Review and ratify change orders. **Garry Cohoe**

Discussion Calendar

Administrative Matters

4. **Election of Committee Chair and Vice Chair** Pg. 25

That the Committee conduct elections for members to serve as Chair and Vice Chair of the SANBAG Major Projects Committee for terms to end June 30, 2012. **Garry Cohoe**

Transportation Programs & Fund Administration

5. **Measure I Population Estimates for Measure I Allocations** Pg. 32

That the Committee recommend the adoption of the 2012 Population Estimates, identified in Attachment No. 1, for use in the allocation of Measure I Local Pass-Through Funds. **Duane A. Baker**

Project Development

6. **Major Projects Quarterly Project Status Briefing** Pg. 38

Receive the Major Projects Quarterly Project Status Briefing **Garry Cohoe**

7. **Interstate 10 (I-10) / Cherry Avenue Interchange Construction** Pg. 40

That the Committee recommend the Board:

1. Authorize the Director of Project Delivery to release Invitation for Bids (IFB) No. C12224 to obtain construction bids for the I-10/Cherry Avenue Interchange Project.

2. Authorize Staff to proceed directly to the Board of Directors without further consideration by the Major Projects Policy Committee to the award of Contract No. C12224 for construction of the I-10/Cherry Avenue Interchange Project. **Garry Cohoe**

8. Construction Zone Enhanced Enforcement Program Pg. 42

That the Committee recommend the Board approve Contract No. C13003 for Construction Zone Enhanced Enforcement Program (COZEEP) services with the California Highway Patrol (CHP), for all of San Bernardino County in the amount not-to-exceed \$3,000,000, with a contract term through August 1, 2015. **Garry Cohoe**

9. Glen Helen Railroad Grade Separation Right-of-Way Cooperative Agreement Amendment Pg. 51

That the Committee recommend the Board approve Amendment No. 1 to Cooperative Agreement No. C10227 with the County of San Bernardino for right-of-way work on the Glen Helen Grade Separation Project in the County of San Bernardino, which will increase the SANBAG Measure I 2010-2040 Valley Fund Major Street Bond share contribution by \$505,400 to a new amount of \$4,620,800, and extend the termination date by one year to December 31, 2013. **Garry Cohoe**

10. Glen Helen Railroad Grade Separation Construction Cooperative Agreement Pg. 58

That the Committee recommend the Board approve Construction Cooperative Agreement No. C12229 with the County of San Bernardino for the Glen Helen Grade Separation Project committing \$12,804,670 in SANBAG funding, including up to \$5,632,670 in Measure I 2010-2040 Valley Fund Major Street Bond share contribution. **Garry Cohoe**

11. Right-of-Way Appraisals and Acquisitions for the Interstate 15/Interstate 215(I-15/I-215) Devore Interchange Reconstruction Project Pg. 70

That the Committee recommend the Board:

1. Approve appraisals and just compensation on properties needed for the I-15/I-215 Devore Interchange Reconstruction Project listed in Attachment "A" ("Properties") of this agenda item, copies of which are on file with the Director of Project Delivery.
2. Authorize acquisition of the Properties in a not-to-exceed aggregate total of \$1,610,000 increasing the total allowance for property acquisitions for the project to \$4,610,000.
3. Authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements for the Properties with the Property Owners, consistent with the procedure set out in SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507). Property owners: Tracie Greenwood; Ignacio and Augustin Gamboa; Wahab Entertainment; Meija Trust; Garcilazo Family Trust; Gregorio Sanchez; Robert and Shelley Bird; Dodd Family Trust; Charles and Ramona Fox; Elisabeth Grogan; Lawrence and Bonnie Hunter; Anthony and Melanie Perysian; Karl and Ruth Young; Ronald Kenaston; Timothy Howard; Liberty Bell Development LLC; O'Howell Family Trust; Nolan and Bonnie Ingram; Susan Cargill; Larry Cross; Steven and Peggy Owen; Frank Ashe; Delores Smith and Frederick Lopez; Carl Moore; Noel Smith; Marjorie Boone; Wolfgang Loehle Trust; Shirley Proch; David Dawud; and First Far. **Garry Cohoe**

12. Request for Proposals (RFP) for Construction Management (CM) Services for the Laurel Street Grade Separation Project Pg. 94

That the Committee recommend the Board:

1. Authorize staff to release RFP No. C13012 for CM services for the Laurel Street Grade Separation Project.
2. Approve a waiver of SANBAG Policy 11000 requiring two Caltrans staff to participate in the Evaluation panel for the selection of a qualified firm for the Laurel Street Grade Separation Project. **Garry Cohoe**

13. On Call Right-of-Way and Other Specialty Right-of-Way Related Services Pg. 133

That the Committee recommend the Board:

1. Approve award of Contract No. C12242 with Epic Land Solutions, Inc. for On Call Right-of-Way and Other Specialty Right-of-Way Related Services for an amount as described by Recommendation 4, and for a contract term as described by Recommendation 5.
2. Approve award of Contract No. C12243 with HDR Engineering Inc. for On Call Right-of-Way and Other Specialty Right-of-Way Related Services for an amount as described by Recommendation 4, and for a contract term as described by Recommendation 5.
3. Approve award of Contract No. C12244 with Overland Pacific & Cutler, Inc. for On Call Right-of-Way and Other Specialty Right-of-Way Related Services for an amount as described by Recommendation 4, and for a contract term as described by Recommendation 5.
4. Approve a total not-to exceed amount of \$6,000,000 for HDR Engineering, Inc. (C12243), Overland Pacific & Cutler Inc. (C12244), and Epic Land Solutions, Inc. (C12242).
5. Approve five-year contract terms for Contract Nos. C12242, C12243, and C12244, which exceed the three-year contract term identified in SANBAG's Procurement Policy 11000. **Garry Cohoe**

14. Palm Avenue Grade Separation Construction Cooperative Agreement and Construction Management Request for Proposal (RFP) Pg. 207

That the Committee recommend the Board:

1. Approve Cooperative Agreement No. C12241 with the City of San Bernardino for the construction phase of the Palm Avenue Grade Separation Project in the City of San Bernardino and the commitment of SANBAG's public share of the construction costs up to \$12,980,000.
2. Authorize a contract term through December 31, 2017, for Cooperative Agreement No. C12241, which exceeds the three (3) year maximum contract term for contracts as identified in SANBAG's Contracting and Procurement Policy 11000.
3. Approve the release of RFP No. 12240 for construction management services for the Palm Avenue Grade Separation Project.
4. Approve a waiver of SANBAG Policy 11000 requiring two Caltrans staff to participate in the evaluation panel for the selection of a qualified firm for the Palm Avenue Grade Separation Project. **Garry Cohoe**

Transit/Commuter Rail

- 15. Memorandum of Understanding C12254 with the Southern California Regional Rail Authority for the Design and Construction Support for the Eastern Maintenance Facility and Downtown San Bernardino Passenger Rail Project Pg. 256**

That the Committee recommend the Board:

1. Approve Contract No. C12254, between the Southern California Regional Rail Authority and SANBAG for the design review and construction support for the expansion of EMF and the Downtown San Bernardino Passenger Rail Project for a not-to-exceed amount of \$225,000.
2. Approve a budget transfer for Fiscal Year (FY) 2012/2013 in the amount of \$25,000 as described in the financial impact section. **Mitch Alderman**

Subregional Trans. Planning & Programming

- 16. Funding Allocation and Project List for the Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2012/2013 Pg. 276**

That the committee recommend the Board:

1. Approve Measure I Funding Allocation for the Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2012/2013, as referenced in Attachment 1 to this agenda item; and
2. Approve The Project List for the Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2012/2013 as referenced in Attachment 2 to this agenda item. **Steven Smith**

Public Comments

Additional Items from Committee Members

Director's Comments

Brief Comments by General Public

Additional Information

Acronym Listing

Pg. 284

ADJOURNMENT

**The Next Major Projects Committee Meeting:
July 19, 2012**

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 and Rules of Conduct

Meeting Procedures

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

Accessibility

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

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

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 Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

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

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

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

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 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 would like to amend his 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 Board/Committee Chair.

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008



- 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: June 21, 2012

Subject: Information Relative to Possible Conflict of Interest

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

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

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A	C09196	Skanska/Rados Joint Venture <i>Chad Mathes</i>	All American Asphalt Anderson Drilling CGO Construction Chrisp Company Coffman Specialties

*

Approved
 Major Projects Committee

Date: June 21, 2012

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

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3-A (Cont.)	C09196		Cleveland Wrecking CMC Fontana Steel D C Hubbs Dywidag-Systems Int. Elmore Pipe Jacking Foundation Pile Inc. Gerco Contracting Giken America Corp. Robert B. Longway Malcolm Drilling Co, Inc. Merli Concrete Pumping Modern Alloy MSL Electric Inc. Olivas Drilling Pacific Restoration Group Penhall Pomeroy Reycon Construction, Inc. Southwest V-ditch Statewide Safety & Sign Steve Bubalo Construction Valley Concrete Placing, Inc. VP Vertical Earthwork
3-B	C10007	C.C. Myers Inc. <i>Daniel E. Himick</i>	DC Hubbs Precision Survey Power Plus Moore Electrical Statewide Cruco Paving Diversified Landscape La Londe

3-B (Cont.)	C10007		<p>RMA</p> <p>Pavement Recycling Systems</p> <p>CMC Rebar</p> <p>Kirby</p> <p>Cal Stripe</p> <p>Top of Line Sweeping</p> <p>Harber Companies</p> <p>CGO Construction</p> <p>Concrete Coring</p> <p>Jo Jo trucking</p> <p>Riley Trucking</p> <p>G & F Concrete Cutting</p> <p>SRD Engineering</p> <p>Cooper Engineering</p> <p>Pipeline</p> <p>Calmex Engineering</p> <p>Gwinco</p> <p>CTM Construction</p> <p>Asher</p> <p>Avar</p> <p>Competitive Edge Engineering</p> <p>Hyatt Development</p> <p>Coral Construction</p> <p>Blue Iron</p> <p>Fisk</p> <p>K & B Boring</p> <p>Custom Rock</p> <p>Cross-town Electrical and Data</p> <p>Dorado & Dorado</p> <p>Goss Construction</p>
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3-B (Cont.)	C10007		Dywidag Systems Construction Rock Structures VT Electric Wilson Bros Trenching AC Dike Co. Alcorn Fence Amber Steel EBS utilities Jezowski and Arkey Constructors Penhall Company
3-C	C10190	Beador Construction <i>David Beador</i>	Cooper Engineering Cal-Stripe CGO Construction Bay Area Drill Golden State Boring United Steel Placers Diversified Landscape DC Hubbs Competitive Edge Electrical Murphy Industrial Coatings Sun Quest General Engineering V-Ditch Construction
3-D	C11105	Pacific Restoration Group <i>John Richards</i>	Hi-Way Safety Ayala Boring JFL Electrical, Inc.
3-E	C11004	C.C. Myers Inc. <i>Daniel E. Himick</i>	Alcorn Fence Company Cal-Stripe Foundation Pile, Inc. Integrity Rebar Ecologic Landscape Elite Bobcat Services MSE Retaining Systems

3-E (Cont.)	C11004		Murphy Industrial Coatings Sierra Pacific Electrical Visual Pollution Technologies
3-F	C12036	Brutoco Engineering and Construction, Inc. <i>Michael Murphy</i>	All American Asphalt Alcorn Fence ACL Construction Cooper Engineering Coffman Specialties Sully Miller Diversified Landscape Griffith Company Castle Walls Integrity Rebar CP Construction KEC Engineering Cal Stripe
11	APN# 0348-141-13 0348-141-21 0348-141-11 0348-141-10 0348-141-09 0348-141-08 0348-141-20 0348-132-23 0348-132-22 0348-132-21 0348-132-20 0348-132-19 0348-132-18 0348-132-17	Tracie Greenwood Ignacio and Augustin Gamboa Wahab Entertainment Mejia Trust 2-26-03 Garcilazo Family Trust 3-31-01 Gregorio Sanchez Robert and Shelley Bird Dodd Family Trust 5-17-05 Charles and Ramona Fox Elisabeth Grogan Lawrence and Bonnie Hunter Anthony and Melanie Perysian Karl and Ruth Young Ronald Kenaston	NONE

<p>11 (Cont.)</p>	<p>0348-132-28 0348-132-14 0348-132-13 0348-132-12 0348-132-08 0348-141-06 0349-153-10 and 0349-153-11 0349-173-31 0349-173-38 0349-166-04 0349-111-25 0349-102-09 0348-141-14 0348-141-15 0349-166-19 0349-152-14</p>	<p>Timothy Howard Liberty Bell Development LLC O'Howell Family Trust 3-9-04 Nolan and Bonnie Ingram Susan Cargill Larry Cross Owen Trust (Steven and Peggy Owen) Frank Ashe Delores Smith and Frederick Lopez Carl Moore Noel Smith Marjorie Boone Wolfgang Loehle Trust Shirly Proch David Dawud First Far</p>	
<p>13</p>	<p>C12242</p>	<p>Epic Land Solutions, Inc. <i>Lynette Overcamp</i></p>	<p>Lawyers Title Insurance Company Chicago Title Partner Engineering & Science, Inc. Converse Consultants Riggs & Riggs, Inc. Valentine Appraisal & Assoc. Inc. R.P. Laurain & Associates, Inc. Penner & Associates Integra Realty Resources Perdue & Routh Real Estate Appraisal Kiley Company Real Estate Appraisers Norris Realty Advisors Mason & Mason</p>

13 (Cont.)	C12242		Hodges Lacey & Associates, LLC Desmond, Marcell & Amster, LLC Donna Desmond Associates Towill David Evans and Associates, Inc. Psomas Coast Surveying, Inc. J&G Industries, Inc. Eco & Associates, Inc. Resource Environmental, Inc. Joshua Grading & Escavating, Inc.
13	C12243	HDR Engineering Inc. <i>Thomas T. Kim</i>	Coast Surveying, Inc. Donna Desmond Associates Enkay Engineering and Equipment, Inc. Guardian Fence, Inc. Hodges Lacey & Associates J&G Industries, Inc. Kiley Company Lawyers Title Pacific Environmental Company PSOMAS REC&S, Inc. Riggs & Riggs, Inc.
13	C12244	Overland Pacific & Cutler, Inc. <i>Joey Mendoza</i>	Psomas RBF Consulting AEI CASC Engineering Hennessey & Hennessey, Inc. Thomas M. Pike Jr. Kiley Company Mason & Mason R. P. Laurain & Associates

13 (Cont.)	C12244		Lidgard & Associates Riggs & Riggs, Inc. Desmond, Marelo & Amster, LLC Donna Desmond Associates Hodges Lacey & Associates, LLC REC&S, Inc. Leighton Consulting, Inc. Ninyo & Moore American Wrecking, Inc. Converse Consultants Aztec Rail Pros
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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.

**AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2012**

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Dick Riddell City of Yucaipa	X	X	X	X	X							
Ray Musser City of Upland	X	X	X									
Janice Rutherford Board of Supervisors	X			X								
Sarah Zamora City of Colton	X	X	X									
Rhodes ‘Dusty’ Rigsby City of Loma Linda	X	X	X	X	X							
Walt Stanckiewitz City of Grand Terrace	X	X	X	X	X							
Pete Aguilar City of Redlands	X	X		X								
Josie Gonzales Board of Supervisors	X	X	X	X								
Neil Derry Board of Supervisors		X	X	X	X							
Larry McCallon City of Highland	X		X	X	X							
Patrick Morris City of San Bernardino	X	X	X	X	X							
Ed Graham City of Chino Hills	X	X	X	X	X							
Michael Tahan City of Fontana	X	X		X								
Gary Ovitt Board of Supervisors		X	X	X								

X = Member attended meeting.
mpcatt2012.doc

Empty box = Member did not attend meeting

Shaded box = Not a member at the time.
Page 1 of 2

AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2012

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Paul Eaton City of Montclair	X	X		X	X							
Ed Scott City of Rialto				X	X							
Alan Wapner City of Ontario	X	X	X		X							
L. Dennis Michael City of Rancho Cucamonga	X		X		X							
Dennis Yates City of Chino	X	X	X		X							

**AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2011**

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X
John Pomierski City of Upland	X	X										
Ray Musser City of Upland			X		X	X	X	X	X	X		X
Janice Rutherford Board of Supervisors		X					X	X	X	X		X
David Zamora City of Colton	X	X			X	X	X					
Sarah Zamora City of Colton										X		X
Rhodes "Dusty" Rigsby City of Loma Linda	X		X	X	X	X	X		X	X	X	X
Walt Stanckiewicz City of Grand Terrace	X	X	X	X	X	X	X	X	X	X	X	X
Jon Harrison City of Redlands	X	X	X	X			X					
Pete Aguilar City of Redlands											X	X
Josie Gonzales Board of Supervisors	X		X	X		X	X	X	X		X	X
Neil Derry Board of Supervisors <i>(Self Suspension 5/3/2011)</i>	X	X	X	X								
Larry McCallon City of Highland	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	X

X = Member attended meeting.
mpcatt2011.doc

Empty box = Member did not attend meeting

Shaded box = Not a member at the time.
Page 1 of 2

AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2011

Name	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Ed Graham City of Chino Hills	X	X		X	X	X	X	X	X	X	X	X
John Roberts City of Fontana	X											
Michael Tahan City of Fontana		X	X	X	X	X	X	X	X	X	X	X
Gary Ovitt Board of Supervisors	X	X		X	X	X	X			X		
Paul Eaton City of Montclair	X	X	X	X	X	X	X	X	X		X	X
Ed Scott City of Rialto	X		X	X		X	X	X		X	X	
Alan Wapner City of Ontario	X	X	X		X	X	X		X			X
Diane Williams City of Rancho Cucamonga	X	X										
L. Dennis Michael City of Rancho Cucamonga				X		X	X	X		X		
Dennis Yates City of Chino	X	X	X	X	X	X	X	X	X	X		X



Minute Action

AGENDA ITEM: 3

Date: June 21, 2012

Subject: Construction Contract Change Orders to on-going SANBAG Construction Contracts with Skanska/Rados Joint Venture, C.C. Myers Inc., Beador Construction, Pacific Restoration Group and Brutoco Engineering and Construction, Inc.

Recommendation:* Review and ratify change orders.

Background: Of SANBAG's thirteen on-going Construction Contracts, six have had Construction Change Orders (CCO's) approved since the last reporting to the Major Projects Committee. The CCO's are listed below:

- A. Contract Number (CN) C09196 with Skanska/Rados Joint Venture for construction of the I-215 Segments 1 and 2 project: CCO No. 34 Supplement No. 1 (\$51,453.50 increase for revisions to Drainage Systems 17 and 19); CCO No. 107 Supplement No. 1 (\$50,000.00 increase to compensate the contractor for the addition of Sound Wall No. 122 and to settle Notice of Potential Claim No. 18); CCO No. 125 (\$40,000.00 increase to compensate contractor for clearing and grubbing outside project limits as directed by the Engineer); CCO No. 130 (\$17,118.80 increase for additional work as required by revisions to plans for construction of 16th Street, East); CCO No. 135 (\$25,000.00 increase for removal and replacing access ramps and ribbon gutter at Baseline Avenue and Perris Street); CCO No. 142 (\$4,492.00 increase for adding fractured rib texture to concrete barrier at Sound Wall 126C) and CCO No. 143 (\$68,000.00 increase to construct a temporary concrete barrier above the temporary shoring at the 2nd Street UC).

	<p><i>Approved</i> <i>Major Projects Committee</i></p> <p><i>Date:</i> <u>June 21, 2012</u></p> <p><i>Moved:</i> _____ <i>Second:</i> _____</p> <p><i>In Favor:</i> _____ <i>Opposed:</i> _____ <i>Abstained:</i> _____</p> <p><i>Witnessed:</i> _____</p>
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COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.
 MPC1206a-tk

- B. CN C10007 with C.C. Myers Inc. for the I-10 Riverside Avenue Interchange Reconstruction project: CCO No. 19 (\$45,000.00 increase for transition to new National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance); CCO No. 33 Supplement 1 (\$3,617.77 increase of additional funds for work under CCO No. 33); CCO No. 42 Supplement 1 (\$17,416.70 decrease for deletion of bid item work along Ramp R1); CCO No. 45 Supplement 1 (\$15,406.00 increase for additional funds for work associated with unidentified ADL material); CCO No. 50 (\$53,000.00 increase to compensate contractor for PCC and JPC paving changes as noted in RFI No. 127); CCO No. 51 (\$4,000.00 decrease for changes in method of staining concrete structures per Caltrans Aesthetics Department request); CCO No. 72 (\$35,552.33 decrease for adjustments by the contractor for deletion of various traffic control devices as approved by the Engineer); CCO No. 73 (\$24,672.00 increase to allow usage of Rapid Set Concrete for Ramp R-3 to accommodate planned traffic switch and avoid project delays); CCO No. 74 and Supplement No. 1 (\$2,000.00 and \$143,783.55 increase respectively for revision to the design of the bridge railing architectural treatment); CCO No. 75 and Supplemental No. 1 (\$89,984.83 and \$5,367.20 increase respectively for work required to avoid conflicts between guard rails and concrete barriers and various associated bid items on Ramps R-3 and R-4); CCO No. 78 (\$80,720.00 decrease for placing Type D erosion control in lieu of constructing Rock Blanket); CCO No. 82 Supplement 1 (\$3,200.00 increase for additional funds for slope re-grading associated with removal and replacement of 250 mm water line); CCO No. 87 (\$33,520.00 increase to compensate contractor for work required by Caltrans after job site review of December 13, 2011); CCO No. 88 (\$1,297.00 increase to compensate contractor for revisions to color stain scheme on Riverside Ave. bridge); CCO No. 89 (\$9,382.00 increase for electrical roadway items and added public safety devices as required per Caltrans review); CCO No. 91 (\$26,538.35 increase for unit price adjustment to Bid Item No. 89 Hot Mix Asphalt per Special Provisions Section 39-4.05B); CCO No. 92 (\$8,827.26 increase for additional concrete test panel, adjust weep hole elevations in bridge abutments and traffic control for tree trimming and Riverside Avenue paving operations) and CCO No. 93 (\$54,546.00 increase to compensate contractor for agreed costs for additional Hot Mix Asphalt paving not show or clearly defined on the plans).
- C. CN C10-190 with Beador Construction Co. for the I-10 Westbound Lane Addition project: CCO No. 11 Supplement No. 1 (no cost/no credit for a determination of time adjustment for work associated with CCO #11) and CCO No. 27 (\$23,800.00 increase for adjustment in compensation for fluctuations in the California Statewide Paving Asphalt Price Index).

- D. CN C11105 with Pacific Restoration Group for the SR-210 Segment 8 Landscaping project: CCO No. 12 (\$40,000.00 increase for the installation of a 2 horsepower irrigation booster pump due to low water pressure).
- E. CN C11004 with C.C. Myers Inc. for the North Milliken Avenue Grade Separation project: CCO No. 1 Supplement No. 1 (\$8,000.00 increase for additional funds for Partnering as provided in the Special Provisions) and CCO No. 8 (no cost/no credit to incorporate Addendum No. 3 with the contract plans for changes to the T-Wall Retaining Wall System).
- F. CN C12036 with Brutoco Engineering and Construction, Inc. for the I-10 Citrus Avenue Interchange project: CCO No. 1 (\$35,000.00 increase for additional traffic control work not covered within the scope as defined for Bid Item 20); CCO No. 3 (\$25,000.00 increase to compensate contractor for 50% of the maintenance cost of installing BMP's); CCO No. 4 (\$10,000.00 increase for Partnering as provided in the Standard Specifications); CCO No. 5 (\$15,000.00 increase for establishment of a Dispute Review Board as required in the Standard Specifications) and CCO No. 7 (\$5,000.00 increase for graffiti removal on public property).

Financial Impact: This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. Task No. 0838, Task No. 0841, Task No. 0862, Task No. 0824, Task No. 0882 and Task No. 0826.

Reviewed By: This item will be reviewed by the Major Projects Committee on June 21, 2012, and has been reviewed by SANBAG General Counsel as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery



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

Minute Action

AGENDA ITEM: 4

Date: June 15, 2012

Subject: Election of Committee Chair and Vice Chair

Recommendation:* That the Committee conduct elections for members to serve as Chair and Vice Chair of the SANBAG Major Projects Committee for terms to end June 30, 2012.

Background: Terms for the Chair and Vice Chair of each of the SANBAG policy committees expire on June 30, 2012. Election of Chair and Vice Chair for each of the policy committees is scheduled to immediately follow the annual election of SANBAG Officers, which occurred at the June Board of Directors meeting.

The duties of the Chair include: participation in legislative advocacy efforts; serving on the Administrative Committee; representing SANBAG at public events; and representing Policy Committee recommendations at SANBAG Board meetings.

This item provides for an election to be conducted, which will identify the Chair and Vice Chair of the Committee to serve until June 30, 2013. A complete listing of SANBAG policy committees, membership, and chairs is attached to this item for reference.

Financial Impact: Staff support for this activity is consistent with the adopted budget. There is no additional financial impact on the SANBAG fiscal year 2012/2013 budget.

Reviewed By: This item will be reviewed by the Major Projects Committee on June 21, 2012.

Responsible Staff: Garry Cohoe, Director of Project Delivery

*

Approved
 Major Projects Committee

Date: June 21, 2012

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

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

MPC1206a-gc

Attachment: MPC1206a1-gc

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Administrative Committee Membership consists of 12 SANBAG Board Members: SANBAG President, Vice President, and Immediate Past President 3 East Valley (2 City, 1 County) 3 West Valley (2 City, 1 County) 3 Mt/Desert (2 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. All Policy Committee Chairs are included in this policy committee. Note: Should the chairs of the Plans and Programs, Commuter Rail and Transit, and either the Major Projects or Mountain/Desert committees all be from the East Valley, all from the West Valley, or all from the Mountain/Desert, additional members will be added to maintain geographical balance. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the Administrative Committee.</p>	<p>Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors.</p>	<p>Janice Rutherford, Supervisor, Vice President (Chair) Larry McCallon, Highland, President (Vice Chair) Brad Mitzelfelt, Supervisor, Past President Pat Morris, San Bernardino* (Chair - CRTC) Jim Harris, Twentynine Palms (Chair - MDC) Richard Riddell, Yucaipa (Chair - MPC) Bill Jahn, Big Bear Lake (Chair - PPC) Neil Derry, Supervisor Josie Gonzales, Supervisor Ed Graham, Chino Hills Mike Leonard, Hesperia Gary Oviatt, Supervisor Rhodes "Dusty" Rigsby, Loma Linda Rick Roelle, Apple Valley Ed Scott, Rialto Dennis Yates, Chino</p>	<p>6/30/2012 6/30/2012 6/30/2012</p>
<p>Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRRA) primary (*) and two being SCRRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRRA members and alternates serve concurrent with their term on the SCRRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.</p>	<p>Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRRA) delegates with respect to commuter rail and transit service. * SCRRRA Primary Member ** SCRRRA Alternate Member</p>	<p>Pat Morris, San Bernardino* (Chair) Paul Eaton, Montclair* (Vice Chair) Pete Aguilar, Redlands Neil Derry, Supervisor Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland** L. Dennis Michael, Rancho Cucamonga Ray Musser, Upland Richard Riddell, Yucaipa Alan Wapner, Ontario**</p>	<p>Indeterminate (6/30/2012) Indeterminate (6/30/2012) 12/31/2012 12/31/2012 12/31/2012 12/31/2012 Indeterminate 12/31/2012 12/31/2012 12/31/2012 Indeterminate</p>

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>Plans & Programs Committee Membership consists of 14 Board Members: 3 city SANBAG Board Members from each of the West Valley, East Valley, and Mountain/Desert subregions All County Supervisors City members shall be elected by caucus of city SANBAG Board Members within the subarea.</p>	<p>Provides ongoing policy level oversight for:</p> <ol style="list-style-type: none"> (1) State and federal funding and programming requirements and related actions; (2) Congestion Management Program, Comprehensive Transportation Plan, and input into the Regional Transportation Plans; and (3) Transit, Call Box, Rideshare, and Freeway Service Patrol programs. <p>Committee has authority to approve contracts in excess of \$25,000 with notification to Board of Directors</p>	<p>Bill Jahn, Big Bear Lake (Chair) L. Dennis Michael, Rancho Cucamonga (Vice Chair) Neil Derry, Supervisor Paul Eaton, Montclair Joste Gonzales, Supervisor George Huntington, Yucca Valley Larry McCallon, Highland Brad Mitzelfelt, Supervisor Patrick Morris, San Bernardino Gary Ovit, Supervisor Richard Riddell, Yucaipa Rick Roelle, Apple Valley Janice Rutherford, Supervisor Alan Wapner, Ontario</p>	<p>12/31/2013 (6/30/2012) 12/31/2013 (6/30/2012) Indeterminate 12/31/2012 Indeterminate 12/31/2012 12/31/2012 Indeterminate 12/31/2013 Indeterminate 12/31/2012 12/31/2012 Indeterminate 12/31/2013</p>

Policy Committee Meeting Times

- Administrative Committee
- Commuter Rail & Transit Committee
- Major Projects Committee
- Mountain/Desert Committee
- Plans & Programs Committee

- Second Wednesday, 9:00 a.m., SANBAG Offices
- Third Thursday, 12:00 noon, SANBAG Offices
- Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices
- Third Friday, 9:00 a.m., Apple Valley
- Third Wednesday, 12:00 noon, SANBAG Offices

SANBAG Policy Committee Membership

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Audit Subcommittee of the Administrative Committee</p> <p>In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.</p>	<p>The responsibilities of the Audit Subcommittee shall be to:</p> <ul style="list-style-type: none"> • 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. 	<p>Audit Subcommittee (for FY 2010-2011 Audit)</p> <ul style="list-style-type: none"> - SANBAG President – Larry McCallon, Highland - Vice President – Janice Rutherford, Supervisor - Immediate Past President – Brad Mitzelfelt, Supervisor - Presidential Appointment – Walt Stanckowitz, Grand Terrace
<p>Ad Hoc Committee on Litigation with San Bernardino County Flood Control District</p> <p>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.</p> <p>In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.</p>	<p>Reviews and provides guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.</p>	<p>Pat Morris, San Bernardino, Chair Richard Riddell, Yucaipa Larry McCallon, Highland</p>

SANBAG Policy Committee Membership

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.</p>	<p>SANBAG's Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.</p>
<p>City/County Manager's Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.</p>	<p>SANBAG's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act committee.</p>	<p>Meets on the first Thursday of each month at 10:00 AM, at SANBAG.</p>
<p>Public and Specialized Transportation 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</p>	<p>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.</p>	<p>Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.</p>
<p>Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).</p>

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>Project Development Teams</p>	<p>Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff.</p> <p>Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project.</p> <p>PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions.</p> <p>PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development.</p> <p>The PDTs are not Brown Act meetings.</p>	<p>Varies with the PDT, at SANBAG.</p>



- 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: June 21, 2012

Subject: Measure I Population Estimates for Measure I Allocations

Recommendation:* That the Committee recommend the adoption of the 2012 Population Estimates, identified in Attachment No. 1, for use in the allocation of Measure I Local Pass-Through Funds.

Background: Population estimates for the cities and unincorporated territory within each Measure I Subarea are used in the allocation of Measure I funds. The Valley distribution formula for Local Pass-Through Funds is based strictly upon population, while the Mountain/Desert formula contains both population and point of generation components. The formulas are updated annually, using the State Department of Finance population estimates for January 1 of each year. The San Bernardino County Demographic Research Unit disaggregates the unincorporated population by Measure I Subarea, based on the building permit activity and controlled by the Department of Finance unincorporated total.

The January 1, 2012 population estimates are recommended for approval and use in allocation of Measure I Local Pass-Through Funds. As there were only minor fluctuations in the population statistics, there should be no significant shift in Measure I fund allocations related to population.

*

Approved
Major Projects Committee

Date: June 21, 2012

Moved: _____ *Second:* _____

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

Witnessed: _____

COG	X	CTC		CTA	X	SAFE		CMA	
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Check all that apply.
 MPC1206a-DAB
 Attachment: MPC1206a1-DAB

Both the 2012 population estimates and the 2011 population estimate are attached to this agenda item for comparison purposes.

Financial Impact: This item has no direct impact on the SANBAG budget. The adopted population estimates are incorporated into the allocation formula for distribution to local jurisdictions. The distribution of Measure I funds will be adjusted retroactively to January 1, 2012, to reflect each jurisdiction's relative proportion of population within the Measure I Subarea.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Dessert Committee on June 15, 2012, and is scheduled for review by the Major Projects Committee on June 21, 2012.

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

Attachment #1

MEASURE I 2012 POPULATION SUMMARY
PREPARED BY SAN BERNARDINO COUNTY PLANNING

PLANNING REGION	(1) DOF/CO 2012	(2) ADJUSTMENT	2012 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
WEST VALLEY					
CHINO	79,171		79,171	5.28%	3.836%
CHINO HILLS	75,655		75,655	5.05%	3.666%
FONTANA	199,898		199,898	13.34%	9.685%
MONTCLAIR	37,163		37,163	2.48%	1.801%
ONTARIO	166,134		166,134	11.09%	8.049%
RANCHO CUCAMONGA	169,498		169,498	11.31%	8.212%
UPLAND	74,568		74,568	4.98%	3.613%
UNINCORPORATED	43,216		43,216	2.88%	2.094%
TOTAL WEST VALLEY			845,303	56.40%	40.956%
EAST VALLEY					
COLTON	52,690		52,690	3.52%	2.553%
GRAND TERRACE	12,157		12,157	0.81%	0.589%
HIGHLAND	53,664		53,664	3.58%	2.600%
LOMA LINDA	23,389		23,389	1.56%	1.133%
REDLANDS	69,498		69,498	4.64%	3.367%
RIALTO	100,606		100,606	6.71%	4.875%
SAN BERNARDINO	211,674		211,674	14.12%	10.256%
YUCAIPA	52,100		52,100	3.48%	2.524%
UNINCORPORATED	77,836		77,836	5.18%	3.762%
TOTAL EAST VALLEY			653,414	43.60%	31.659%
TOTAL VALLEY			1,498,717	100.00%	72.615%
MOUNTAINS					
BIG BEAR LAKE	5,088		5,088	10.22%	0.247%
UNINCORPORATED	44,709	(3)	44,709	89.78%	2.166%
TOTAL MOUNTAINS			49,797	100.00%	2.413%
NORTH DESERT					
BARSTOW	23,019		23,019	41.05%	1.115%
UNINCORPORATED	33,050		33,050	58.95%	1.601%
TOTAL NORTH DESERT			56,069	100.00%	2.717%

MEASURE I 2012 POPULATION SUMMARY
 PREPARED BY SAN BERNARDINO COUNTY PLANNING

PLANNING REGION	(1) DOF/CO 2012	(2) ADJUSTMENT	2012 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
COLORADO RIVER					
NEEDLES	4,894		4,894	69.38%	0.237%
UNINCORPORATED	2,160		2,160	30.62%	0.105%
TOTAL COLORADO RIVER			7,054	100.00%	0.342%
MORONGO BASIN					
TWENTYNINE PALMS	25,713	(4)	25,713	36.04%	1.246%
YUCCA VALLEY	20,916		20,916	29.32%	1.013%
UNINCORPORATED	24,717		24,717	34.64%	1.198%
TOTAL MORONGO BASIN			71,346	100.00%	3.457%
VICTOR VALLEY					
ADELANTO	31,066	(5)	31,066	8.16%	1.505%
APPLE VALLEY	70,033	(5)	70,033	18.38%	3.383%
HESPERIA	91,033	(5)	91,033	23.90%	4.411%
VICTORVILLE	119,059	(5)	119,059	31.25%	5.769%
UNINCORPORATED (3)	69,745	(5)	69,745	18.31%	3.379%
TOTAL VICTOR VALLEY			380,936	100.00%	18.457%
TOTAL DESERT			515,405		
TOTAL MOUNTAIN/DESERT			565,202		27.385%
SUMMARY:					
TOTAL INCORPORATED	1,768,688		1,768,688		85.696%
TOTAL UNINCORPORATED	295,233		295,233		14.304%
TOTAL COUNTY	2,063,919		2,063,919		100.000%

- (1) - CITY FIGURES FROM DOF JANUARY 1, 2012 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL
- (2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I.
- (3) - THE WRIGHTWOOD COMMUNITY AND AREAS NORTH OF LONE PINE CANYON ROAD WERE EXCLUDED FROM THE MOUNTAIN AREA AND INCLUDED IN THE VICTOR VALLEY AS SPECIFIED IN MEASURE I.
- (4) - THE POPULATED PORTIONS OF THE TWENTYNINE PALMS MARINE BASE HAVE BEEN ANNEXED BY THE CITY OF TWENTYNINE PALMS.
- (5) - WITH THE CLOSING OF GEORGE AIR FORCE BASE, THERE IS NO LONGER AN ALLOCATION OF POPULATION TO THE CITIES IN THE VICTOR VALLEY.

MEASURE I 2011 POPULATION SUMMARY
 PREPARED BY SAN BERNARDINO COUNTY PLANNING

PLANNING REGION	(1) DOF/CO 2011	(2) ADJUSTMENT	2011 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
WEST VALLEY					
CHINO	78,537		78,537	5.27%	3.827%
CHINO HILLS	75,345		75,345	5.06%	3.671%
FONTANA	198,456		198,456	13.32%	9.669%
MONTCLAIR	37,031		37,031	2.48%	1.804%
ONTARIO	165,392		165,392	11.10%	8.058%
RANCHO CUCAMONGA	168,181		168,181	11.28%	8.194%
UPLAND	74,207		74,207	4.98%	3.616%
UNINCORPORATED	42,401		42,401	2.85%	2.066%
TOTAL WEST VALLEY			839,550	56.33%	
EAST VALLEY					
COLTON	52,498		52,498	3.52%	2.558%
GRAND TERRACE	12,109		12,109	0.81%	0.590%
HIGHLAND	53,444		53,444	3.59%	2.604%
LOMA LINDA	23,395		23,395	1.57%	1.140%
REDLANDS	69,231		69,231	4.65%	3.373%
RIALTO	100,021		100,021	6.71%	4.873%
SAN BERNARDINO	211,076		211,076	14.16%	10.284%
YUCAIPA	51,717		51,717	3.47%	2.520%
UNINCORPORATED	77,271		77,271	5.18%	3.765%
TOTAL EAST VALLEY			650,762	43.67%	
TOTAL VALLEY			1,490,312	100.00%	72.613%
MOUNTAINS					
BIG BEAR LAKE	5,051		5,051	9.90%	0.246%
UNINCORPORATED	45,981	(3)	45,981	90.10%	2.240%
TOTAL MOUNTAINS			51,032	100.00%	2.486%
NORTH DESERT					
BARSTOW	22,839		22,839	41.06%	1.113%
UNINCORPORATED	32,789		32,789	58.94%	1.598%
TOTAL NORTH DESERT			55,628	100.00%	2.710%

**MEASURE I 2011 POPULATION SUMMARY
PREPARED BY SAN BERNARDINO COUNTY PLANNING**

PLANNING REGION	(1) DOF/CO 2011	(2) ADJUSTMENT	2011 TOTAL	PERCENT OF SUBAREA	PERCENT OF COUNTY TOTAL
COLORADO RIVER					
NEEDLES	4,874		4,874	74.26%	0.237%
UNINCORPORATED	1,689		1,689	25.74%	0.082%
TOTAL COLORADO RIVER			6,563	100.00%	0.320%
MORONGO BASIN					
TWENTYNINE PALMS	24,646	(4)	24,646	35.34%	1.201%
YUCCA VALLEY	20,834		20,834	29.87%	1.015%
UNINCORPORATED	24,264		24,264	34.79%	1.182%
TOTAL MORONGO BASIN			69,744	100.00%	3.398%
VICTOR VALLEY					
ADELANTO	31,671	(5)	31,671	8.35%	1.543%
APPLE VALLEY	69,668	(5)	69,668	18.38%	3.394%
HESPERIA	90,726	(5)	90,726	23.93%	4.420%
VICTORVILLE	117,219	(5)	117,219	30.92%	5.711%
UNINCORPORATED (3)	69,834	(5)	69,834	18.42%	3.403%
TOTAL VICTOR VALLEY			379,118	100.00%	18.472%
TOTAL DESERT			511,053		
TOTAL MOUNTAIN/DESERT			562,085		27.387%
SUMMARY:					
TOTAL INCORPORATED	1,758,168		1,758,168		85.664%
TOTAL UNINCORPORATE	294,229		294,229		14.336%
TOTAL COUNTY	2,052,397		2,052,397		100.000%

- (1) - CITY FIGURES FROM DOF JANUARY 1, 2011 ESTIMATES; UNINCORPORATED FIGURES FROM PLANNING DEPARTMENT ESTIMATES CONTROLLED TO DOF UNINCORPORATED TOTAL.
- (2) - THIS COLUMN CONTAINS ADJUSTMENTS NECESSARY TO MODIFY CITY TOTALS AS SPECIFIED IN MEASURE I.
- (3) - THE WRIGHTWOOD COMMUNITY AND AREAS NORTH OF LONE PINE CANYON ROAD WERE EXCLUDED FROM THE MOUNTAIN AREA AND INCLUDED IN THE VICTOR VALLEY AS SPECIFIED IN MEASURE I.
- (4) - THE POPULATED PORTIONS OF THE TWENTYNINE PALMS MARINE BASE HAVE BEEN ANNEXED BY THE CITY OF TWENTYNINE PALMS.
- (5) - WITH THE CLOSING OF GEORGE AIR FORCE BASE, THERE IS NO LONGER AN ALLOCATION OF POPULATION TO THE CITIES IN THE VICTOR VALLEY.



- 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: June 21, 2012

Subject: Major Projects Quarterly Project Status Briefing

Recommendation:* Receive the Major Projects Quarterly Project Status Briefing

Background: The Major Projects Quarterly Project Status Briefing for the period January 2012, through March 2012, is a high level summary of relevant project information. SANBAG staff would like to highlight the following projects for this period.

1. **I-15/I-215 Devore Interchange Reconstruction Project:** This project achieved project approval and environmental document approval (PA/ED) on February 29, 2012. Completion of this milestone allows for the start of the right-of-way acquisition phase and final procurement of a design build contractor. Right-of-way appraisal work is already underway and it is anticipated that offers for property will begin later this year. A final Request for Proposals (RFP) has been issued and the award of a design build contract for this project is anticipated for this fall.

2. **Interstate 10 (I-10)/Citrus Interchange Project:** A construction contract for the I-10/Citrus Interchange was awarded at the February 1, 2012, SANBAG Board meeting. This project will replace the four lane existing bridge with a seven lane bridge, add a lane to each ramp, widen Citrus Avenue from three to six lanes over the Union Pacific Railroad tracks, and widen and improve

*

Approved
 Major Projects Committee

Date: June 21, 2012

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	
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Check all that apply.

Citrus Avenue from Slover Avenue to Valley Boulevard. This project will start construction this spring and will take about 2 years to construct.

Financial Impact: This item imposes no financial impact on the SANBAG fiscal year 2012/2013 budget. Information only.

Reviewed By: This item will be reviewed by the Major Projects Committee on June 21, 2012.

Responsible Staff: Garry Cohoe, Director of Project Delivery



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

Minute Action

AGENDA ITEM: 7

Date: June 21, 2012

Subject: Interstate 10 (I-10) / Cherry Avenue Interchange Construction

Recommendation:* That the Committee recommend the Board:

1. Authorize the Director of Project Delivery to release Invitation for Bids (IFB) No. C12224 to obtain construction bids for the I-10/Cherry Avenue Interchange Project.
2. Authorize Staff to proceed directly to the Board of Directors without further consideration by the Major Projects Policy Committee to the award of Contract No. C12224 for construction of the I-10/Cherry Avenue Interchange Project.

Background: In April 2012, SANBAG staff was prepared to bring the two subject recommendations before the Major Projects Committee. However, at the request of County of San Bernardino staff these recommendations relating to an award of the construction contract were pulled. SANBAG staff understood the reason for the County's request involved uncertainty about the County's funding due to recent changes to redevelopment laws. County staff explained that some of the County's share of programmed funds is now being subjected to approvals by the County's Oversight Committee followed by the State's Department of Finance (DOF). County staff has recently informed us that the County Oversight Committee has approved the redevelopment funds for this project and anticipates approval from the State's DOF in early June. At the April 2012 meeting, the Board did approve the Plans, Specifications, and Estimates for the project.

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Approved
 Major Projects Committee

Date: June 21, 2012

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

The California Transportation Commission requires a construction contract be awarded within six months of Trade Corridor Improvement Funds being allocated, which for this project is September 30, 2012. To meet this schedule given the two month delay caused by the uncertainty in the funding, it is recommended that the project be advertised for construction bids and authorization be given for the construction contract award to proceed directly to the SANBAG Board for approval without further Committee consideration. Note, construction contracts are awarded to the lowest responsive, responsible bidder.

Financial Impact: The recommendations are consistent with the SANBAG fiscal year 2012/2013 budget. The funding for the construction contract is comprised of Trade Corridor Improvement Funds, Interstate Maintenance Discretionary (IMD), and Measure I Valley Freeway Interchange, Task No. 0826.

Reviewed By: This item will be reviewed by the Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved the agreement and IFB as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery



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

Minute Action

AGENDA ITEM: 8

Date: June 21, 2012

Subject: Construction Zone Enhanced Enforcement Program

Recommendation:* That the Committee recommend the Board approve Contract No. C13003 for Construction Zone Enhanced Enforcement Program (COZEEP) services with the California Highway Patrol (CHP), for all of San Bernardino County in the amount not-to-exceed \$3,000,000, with a contract term through August 1, 2015.

Background: **This is a new contract which will allow for one contract to cover all California Highway Patrol COZEEP services for SANBAG construction projects in the County of San Bernardino for a period of 3 years.**

Existing construction cooperative agreements with Caltrans require SANBAG to construct projects on the State Highway System in accordance with State and Federal requirements. Caltrans' Construction Manual specifically requires COZEEP for full freeway closures and where two or more freeway lanes are closed. The manual also provides guidance for construction personnel to consider COZEEP services for closure of a single freeway lane, and for nighttime closures of ramps and connectors. SANBAG's ongoing freeway projects often require nighttime closures of multiple freeway lanes, ramps and connectors which triggers the requirement for SANBAG to request CHP assistance in providing COZEEP services.

*

Approved
Major Projects Committee

Date: June 21, 2012

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.
 MPC1206a-mb
 Attachment: C13003

The COZEEP program enables SANBAG to hire CHP officers and vehicles in order to patrol project construction zones. COZEEP is used to increase traffic enforcement above normal levels in situations where traffic problems are anticipated, and to reduce the potential for traffic accidents within a construction zone. CHP presence can reduce traffic speeds and enhance moving vehicle compliance to modified speed limits in construction zones. CHP officers are also used to slow down, assist in stopping, and/ or direct traffic enabling necessary breaks in traffic for critical movements of contractor's equipment and operations. The costs associated in providing these services, including the hourly rate of a CHP officer, is set by collective bargaining agreements, statute, and vehicle mileage.

Currently, SANBAG has various agreements and purchase orders to obtain CHP services from the various CHP offices. In lieu of separate agreements with each of the six (6) CHP offices servicing the county, staff is recommending the approval of one contract, C13003 with the CHP to cover the entire county which upon execution will terminate CHP agreements 8R860001 (SANBAG C09085), 11R850000 (SANBAG PO 4000812), and 11R855001 (SANBAG PO 400824).

Per the proposed contract, CHP will provide COZEEP traffic control services for all SANBAG construction projects on the state highway system in the County of San Bernardino including but not limited to the following: I-215 Widening in the City of San Bernardino (Task No. 0838), I-10 Riverside Interchange in the City of Rialto (Task No. 0841), SR-210 Landscape projects in the Cities of San Bernardino and Rialto (Task No. 0824), SR-210 Pepper Interchange in the City of Rialto (Task No. 0824), I-10 Widening in the Cities of Redlands and Yucaipa (Task No. 0862), I-10 Citrus and Cherry Interchanges in the City of Fontana (Task No. 0826), I-10 Tippecanoe Interchange Phases 1 and 2 in Cities of Loma Linda and San Bernardino (Task No. 0842), I-15 La Mesa/Nisqualli Interchange in the City of Victorville (Task No. 0888), I-15 Ranchero Interchange in the City of Hesperia (Task No. 0890), and other project locations that may be requested by SANBAG.

The proposed contract is currently under CHP headquarters review with concurrence expected in early July 2012. The proposed contract is based on the Board approved terms and conditions found in the existing Contract No. C09085, with changes made to the duration of the contract, the not to exceed amount, and the obligation for CHP to provide COZEEP services for all SANBAG construction projects on the state highway system in the County of San Bernardino.

Major Projects Committee Agenda Item
June 21, 2012
Page 3

Staff is recommending approval of Contract No. C13003 for Construction Zone Enhanced Enforcement Program services with the California Highway Patrol, for all of San Bernardino County in the amount not-to-exceed \$3,000,000 with an contract term to August 1, 2015; and to terminate existing CHP agreements 8R860001 (SANBAG C09085), 11R850000 (SANBAG PO 4000812), and 11R855001 (SANBAG PO 4000824).

Financial Impact: This item is consistent with the approved SANBAG fiscal year 2012/2013 budget. Funding for the contract is currently provided under Task No's. 0824, 0826, 0838, 0841, 0842, 0862, 0888, and 0890. The funding source is Measure I.

Reviewed By: This item is scheduled for review by the Mountain/Desert Committee on June 15, 2012, and the Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved the draft contract as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

CONTRACT SUMMARY SHEET

Contract No. C 13003 Amendment No. _____

By and Between

San Bernardino Associated Governments and California Highway Patrol

Contract Description Construction Zone Enhanced Enforcement Program

Board of Director's Meeting Date: July 11, 2012	
Overview of BOD Action: Approve county wide COZEEP contract with CHP	
Is this a Sole-Source procurement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	3,000,000	Original Contingency Amount
			\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$
Current Amendment Amount	\$		Contingency Amendment
			\$
TOTAL CONTRACT VALUE	\$	3,000,000	TOTAL CONTINGENCY VALUE
			\$ 0
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 3,000,000

Contract Start Date 7/11/12	Current Contract Expiration Date 8/1/2015	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0838, 0841, 0824, 0824, 0862, 0842, 0888, 0890.</u>	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? Measure I and as identified in C09085, PO4000824, PO4000812	
<input checked="" type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds
<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input checked="" type="checkbox"/> Measure I Funds	
<i>Provide Brief Overview of the Overall Funding for the duration of the Contract:</i>	
A global contract will be issued to establish one contract with CHP to provide COZEEP services on all SANBAG projects on the SHS. Funding for COZEEP is provided for each Task and approved by Board action as part of construction contracts when Construction Contingency and Allowances are approved. COZEEP is an Agency Furnished item. Currently there are three contracts which will be terminated once this global contract is approved.	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

mm
6/7/12

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

Mike BARNUM		6/6/12
Task Manager (Print Name)	Signature	Date
Garry Colue		6/6/12
Project Manager (Print Name)	Signature	Date
NATHLEEN MURPHY PEREZ		6/7/12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI		6/7/12
Chief Financial Officer Signature (Print Name)	Signature	Date

**STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
LETTER OF AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by and between the State of California, hereinafter called the STATE, acting by and through the Department of California Highway Patrol, hereinafter called the CHP, and the San Bernardino Associated Governments, hereinafter called SANBAG. Once fully executed, this agreement will supersede and terminate CHP agreements 8R860001 (SANBAG C09085), 11R850000 (SANBAG PO 4000812) and 11R855001 (SANBAG PO 4000824)

WITNESSETH: By and in consideration of the covenants and conditions herein contained, SANBAG and the CHP do hereby agree to the following terms and conditions:

1. The purpose of this letter of agreement is to provide supplemental CHP officers to assist SANBAG in the management of public traffic at state highway construction projects. SANBAG has sole discretion in the determination as to whether this service will be requested per the CALTRANS Construction Manual Chapter 2, Section 215.
2. CHP agrees to provide traffic control services for all SANBAG construction projects on the state highway system in the County of San Bernardino including but not limited to the following SANBAG projects: I-215 Widening in the City of San Bernardino, I-10 Riverside Interchange in the City of Rialto, SR-210 Landscape projects in the City of San Bernardino and City of Rialto, SR-210 Pepper Interchange in the City of Rialto, I-10 Widening in the City of Redlands and City of Yucaipa, I-10 Citrus and Cherry Interchanges in the City of Fontana, I-10 Tippecanoe Interchange Phase 1 and 2 in City of Loma Linda and City of San Bernardino, I-15 La Mesa Nisqualli Interchange in the City of Victorville, I-15 Ranchero Interchange in the City of Hesperia, and other project locations as may be requested by SANBAG. The number of CHP officers and sergeants for each traffic control service will be determined by SANBAG and the CHP.
3. The CHP Area office will provide uniformed personnel and enforcement vehicles to perform the traffic control.
4. The hours of duty performed by CHP uniformed personnel are those mutually agreed upon by the CHP Contract Coordinator and SANBAG. Any changes to the proposed plan such as additional units, hours, dates, and sites for traffic control can be requested on as-needed basis. All changes must be mutually agreed by the parties hereto.
5. CHP officers will normally be used. Sergeants may be used when officers are not available, when requested services warrant the use of a sergeant(s) for the supervision of officers (provided the SANBAG Resident Engineer is notified ahead of time), or when the CHP's operational needs make it impractical to use officers, e.g. sick employees, job action, unexpected decrease in available staffing.

6. Two officers are normally assigned to patrol units between 20:00 and 06:00 hours for officer safety. This does not preclude the assignment of one-officer field patrol units for COZEEP details during these hours, provided that there are at least two fixed-post traffic control assignments in close proximity, the beat environment afford reasonable safety, and the CHP Commander has given authorization. The CHP Commander will make this decision on a project-specific basis, and will decide in the interest of the officer safety.

7. The term of this Agreement shall be August 1, 2012, through August 1, 2015.

8. The Contract Coordinators for this Agreement shall be:

Department of California Highway Patrol

Telephone Number: _____

San Bernardino Associated Governments
Mike Barnum, Construction Manager
1170 W. 3rd Street, 2nd Floor,
San Bernardino, CA 92410-1715
(909) 875-8276 x 153

9. The law enforcement services to be performed by CHP uniformed personnel including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.

10. In the event of an unforeseen emergency, this Agreement may be terminated by CHP without prior notice.

11. This Agreement may be amended by written mutual consent of the parties hereto.

12. In consideration for CHP's satisfactory performance of the above services and upon receipt of an itemized invoice, SANBAG agrees to reimburse CHP for the actual cost incurred at the time services are provided.

It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and the overhead rate is approved by the State. Written notification of increases in salaries, benefits or the overhead rate will be provided to SANBAG as soon as said increase information is available for dissemination by CHP.

The following CHP officer overtime rates and vehicle mileage is for estimate purposes only, effective Fiscal Year 2012/13, until superseded:

CHP Officer	\$67.61 Overtime per hour
CHP Sergeant	\$82.22 Overtime per hour
CHP Officer M/C	\$69.94 Overtime per hour
CHP Sergeant M/C	\$85.06 Overtime per hour
CHP Automobile	\$00.75 per mile
CHP Motorcycle	\$01.29 per mile

13. The total amount of this Agreement shall not exceed \$3,000,000.00.

14. The CHP shall provide SANBAG with an itemized invoice, detailing CHP's entire costs for the traffic control services performed under this Agreement. SANBAG agrees to pay CHP within thirty (30) days after the date of the invoice.
15. Unforeseen events may require CHP personnel to expend hours in excess of the original estimate.
16. The billing of CHP uniformed personnel's time will be from portal to portal (CHP Area to service location and back to the CHP Area).
17. If the CHP uniformed personnel has reported to the assigned location and has worked less than four (4) hours, SANBAG agrees to pay each assigned CHP uniformed personnel a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked are part of an extended shift.
18. If the CHP uniformed personnel reports to the assigned service location and if for any reason CHP reassigns the uniformed personnel away from the service location, SANBAG will be billed only for the uniformed personnel's actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location.
19. Any dispute concerning a question of fact arising under the terms of this agreement which is not resolved within a reasonable period of time by SANBAG and CHP employees normally responsible for the administration of this contract, shall be brought to the attention of the SANBAG designated representative and the CHP Administrative Services Officer (or designated representative) for joint resolution. At the request of either party, a forum for discussion of the disputed item(s) will be held, at which time the, SANBAG designated representatives and the CHP Administrative Services Officer (or designated representatives) shall be available to assist in the resolution by providing advice to both parties as to SANBAG and the CHP's policies and procedures. If an agreement cannot be reached through the application of high-level management attention, either party may assert its other rights and remedies within this agreement or within a court of competent jurisdiction.
20. SANBAG and the CHP shall maintain all books, documents, papers, accounting records, and other evidence pertaining to performance of this contract, including but not limited to, the costs of administering the contract, for a period of three (3) years after final payment under this contract. The State Auditor, or any duly authorized representative of the State shall have access to any books, records, and documents of either party that are pertinent to the contract for audits, examinations, excerpts and transactions, and copies thereof shall be furnished if requested. (Government Code Section 8546).
21. CANCELLATION
 - a. SANBAG will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.

- b. If cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP uniformed personnel **cannot be notified** of such cancellation, a minimum of four (4) hours overtime will be charged for each assigned uniformed personnel.
 - c. If cancellation is made within 24 hours prior to the scheduled assignment and the CHP uniformed personnel is notified of such cancellation, SANBAG will only be charged a short notice cancellation fee of \$50.00 per assigned CHP uniformed personnel.
 - d. All cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.
 - e. CHP agrees to make reasonable efforts to notify the assigned CHP uniformed personnel of the cancellation.
 - f. This Agreement may be cancelled by either party upon thirty (30) days prior written notification
22. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein.
23. Gifts, donation, or gratuities may not be accepted by CHP employees on their own behalf or in behalf of the Department, informal squad club, or other local funds.
24. Neither STATE nor any officer or employee is responsible for any damage or liability occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction 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 the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or in 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.
25. Neither SANBAG nor any officer or employee is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless SANBAG, all officers and employees from all claims, suits or actions of every name, kind and description brought for or in account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.

26. SANBAG agrees to provide CHP with a resolution, motion, order or ordinance of the governing body which by law authorized execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of SANBAG.

27. The following existing contracts between the STATE and SANBAG are terminated: 8R860001 (SANBAG C09085), 11R850000 (SANBAG PO 4000812) and 11R855001 (SANBAG PO 400824).

STATE OF CALIFORNIA
Department of California Highway Patrol

SAN BERNARDINO ASSOCIATED
GOVERNMENTS

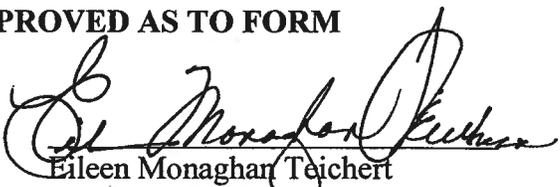
Name
Title

Janice Rutherford
President, Board of Directors

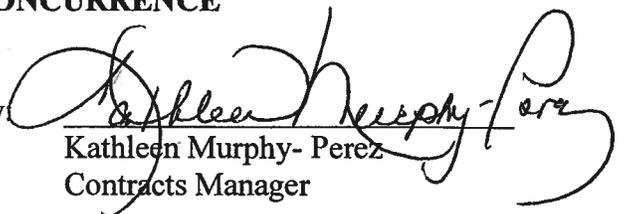
Date

Date

APPROVED AS TO FORM

By: 
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: 
Kathleen Murphy- Perez
Contracts Manager



- 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: June 21, 2012

Subject: Glen Helen Railroad Grade Separation Right-of-Way Cooperative Agreement Amendment

Recommendation:* That the Committee recommend the Board approve Amendment No. 1 to Cooperative Agreement No. C10227 with the County of San Bernardino for right-of-way work on the Glen Helen Grade Separation Project in the County of San Bernardino, which will increase the SANBAG Measure I 2010-2040 Valley Fund Major Street Bond share contribution by \$505,400 to a new amount of \$4,620,800, and extend the termination date by one year to December 31, 2013.

Background: **This is an amendment to an existing cooperative agreement.** The Glen Helen Grade Separation project in the County of San Bernardino has been underway for several years. Currently the plans, specifications, and estimate are 95% complete and right-of-way is being acquired for the project. The SANBAG Board approved Cooperative Agreement No. C10227 with the County of San Bernardino at the May 12, 2010 SANBAG Board meeting for project right-of-way work. This Agreement specified roles and responsibilities between the two agencies specifying that the County will be the lead agency for this work and will seek reimbursement from SANBAG for SANBAG's contribution towards the eligible right-of-way costs. Most of the property interests for the project have already been acquired, including some larger parcels through mediation. The final settlement costs, while lower than going through the full eminent domain process, have in some cases exceeded the initial acquisition estimates. Based on known

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Approved
 Major Projects Committee

Date: June 21, 2012

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	CTC	X	CTA	SAFE	CMA
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costs to date, and anticipated costs for the few remaining properties, additional funds will be required to complete the right-of-way acquisition.

To complete the acquisition, it is estimated that an additional \$700,000 is required. Cooperative Agreement No. C10227 details a cost share of 72.2% for SANBAG's public share and 27.8% for the County's local share. The additional share cost for SANBAG equates to \$505,400. Trade Corridor Improvement Funds are programmed on this project for construction requiring the award of a construction contract by 2013. It is therefore critical to secure approval of these additional funds for completion of these remaining acquisitions to allow the commencement of construction.

While it is anticipated all property rights will be secured within the next few months, there will still be administrative work to be completed, including disposition of existing Glen Helen Parkway, and final storage and relocation of any displaced equipment. For this reason, it is recommended that the term of this Cooperative Agreement No. C10227 is extended by one year. Staff recommends approval of this agenda item.

Financial Impact: Funding for this agenda item is consistent with the approved SANBAG fiscal year 2012/2013 budget, and includes funding from Measure I 2010-2040 Valley Fund-Major Street Bond. Task No. 0869

Reviewed By: This item will be reviewed by the Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contracts Manager are currently reviewing the cooperative agreement amendment as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 10227 Amendment No. 1

By and Between

County of San Bernardino and San Bernardino County Transportation Authority

Contract Description Right of Way Cooperative Agreement Amendment for the Glen Helen Grade Sep Project

Board of Director's Meeting Date: 7/11/12
Overview of BOD Action: Approve Amendment No. 1 to Cooperative Agreement with the County of San Bernardino for additional r/w funding on the Glen Helen Grade Separation project.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	4,115,400.00	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	505,400.00	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	4,620,800.00	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 4,620,800

Contract Start Date 5/12/10	Current Contract Expiration Date 12/31/12	Revised Contract Expiration Date 12/31/13
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. Contract term has been extended by 1 year to allow time for the close-out of all r/w activities		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>869</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? Measure I 2010-2040 Valley Major Street Bond Fund				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: SANBAG's public share reimbursement contribution will use Meas. I 2010-2040 Valley Major Street Bond				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate % _____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ % <input type="checkbox"/> Underutilized DBE (UDBE) Goal _____ %	
<u>Garry Colwe</u> Task Manager (Print Name) <u>DENNIS JAYLOR</u> Project Manager (Print Name) <u>NATHLEEN MURPHY PEREZ</u> Contracts Manager (Print Name) <u>WILLIAM STAWARSKI</u> Chief Financial Officer Signature (Print Name)	<u>Garry Colwe</u> 6/12/12 Signature Date <u>Dennis Jaylor</u> 6/7/12 Signature Date <u>Nathleen Murphy Perez</u> 6/7/12 Signature Date <u>William Stawarski</u> 6/15/12 Signature Date

www
6/12/12

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT CONTRACT C10227**

BETWEEN

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND**

SAN BERNARDINO COUNTY

FOR

**RIGHT OF WAY SERVICES FOR THE GLEN HELEN PARKWAY
GRADE SEPARATION PROJECT**

This AMENDMENT NO. 1 to CONTRACT NO. C10227 is made and entered into as of the Effective Date identified herein by and between the San Bernardino County Transportation Authority (hereafter called SANBAG), and the County of San Bernardino (hereafter called COUNTY).

RECITALS:

WHEREAS, COUNTY and SANBAG have previously entered into Cooperative Agreement, No. C10227 (County Contract No. 10-307) (hereinafter referred to as the "Agreement"), which sets forth the responsibilities and obligations of each as they pertain to the right-of-way work and property acquisition associated with the Glen Helen Parkway at Burlington Northern and Santa Fe/Union Pacific Railroad Grade Separation project, located in the Devore area (hereinafter referred to as "PROJECT"); and

WHEREAS, COUNTY and SANBAG agree to amend the Agreement to increase right-of-way funding to accommodate the additional cost for the acquisition of four properties that are in conflict of the proposed grade separation on Glen Helen Parkway and extend the termination date of the Agreement by one year (from December 31, 2012 to December 31, 2013); and

WHEREAS, the total estimated cost of right-of-way work and property acquisition for the PROJECT is increased by \$700,000 (from \$5,700,000 to \$6,400,000); and

WHEREAS, COUNTY's share of the PROJECT ROW Work cost is increasing by \$194,600 (from \$1,584,600 to \$1,779,200) and SANBAG's share of the PROJECT cost is increasing by \$505,400 (from \$4,115,400 to \$4,620,800).

NOW, THEREFORE, it is hereby agreed to amend Contract No. C10227 (County Contract No. 10-307) between COUNTY and SANBAG as follows:

1. Delete Paragraph 1 of Section I, entitled "SANBAG RESPONSIBILITIES" and replace with the following:

"1. In accordance with the Measure I 2010-2040 Strategic Plan ("Strategic Plan"), to be responsible for 72.2% of the total eligible PROJECT ROW Work expenses that are incurred by COUNTY for an amount not to exceed \$4,620,800, subject to paragraph 11 of Section III."
2. Delete Paragraph 4. of Section II "COUNTY RESPONSIBILITIES", and replace with the following:

"4. In accordance with the Strategic Plan, to be responsible for 27.8% share of the total eligible PROJECT ROW Work expenses incurred in an amount not to exceed \$1,779,200, subject to Paragraph 11 of Section III."
3. Delete Paragraph 2. of Section III, "IT IS MUTUALLY AGREED" and replace it with the following:

"2. The PROJECT ROW Work costs have been determined to be \$6,400,000 (see Attachment "A"). SANBAG shall have no further responsibilities to provide any funding for the PROJECT exceeding this amount without prior SANBAG Board approval, subject to Paragraph 11 of this Section."
4. Delete Paragraph 9. of Section III, "IT IS MUTUALLY AGREED" and replace it with the following:

"9. This Agreement will be considered terminated on December 31, 2013. The Agreement may also be terminated by SANBAG, in its sole discretion, in the event the PROJECT ROW Work has not been initiated by COUNTY within twelve (12) months of the date of execution of this Agreement."
5. Replace Attachment "A" with the attached Revised Attachment "A" which is attached to this Amendment No.1 and by this reference incorporated herein.
6. Except as amended by this Amendment No. 1, all other terms and conditions of Contract No. C10227 (County Contract No. 10-307) shall remain in full force and effect.
7. The recitals are incorporated into the body of this Amendment No. 1.
8. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.
9. The Effective Date as defined herein is the date on which SANBAG executed this Amendment No. 1.

COUNTY OF SAN BERNARDINO

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

► _____
Josie Gonzales, Chair, Board of Supervisors

By ► _____
Janice Rutherford, President
Board of Directors

Dated: _____

**SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD**

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

Date: _____

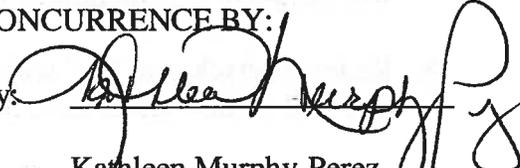
By _____
Deputy

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

Date: _____

CONCURRENCE BY:

By: 
Kathleen Murphy-Perez
Contracts Manager

Revised Attachment "A"

Project Funding Table

County of San Bernardino local fair share = 27.8 percent of eligible expenses incurred

SANBAG share = 72.2 percent of eligible expense incurred, with a not-to exceed amount of \$4,620,800 excluding local fair share



- 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: June 21, 2012

Subject: Glen Helen Railroad Grade Separation Construction Cooperative Agreement

Recommendation:* That the Committee recommend the Board approve Construction Cooperative Agreement No. C12229 with the County of San Bernardino for the Glen Helen Grade Separation Project committing \$12,804,670 in SANBAG funding, including up to \$5,632,670 in Measure I 2010-2040 Valley Fund Major Street Bond share contribution.

Background: This is a new construction cooperative agreement with the County of San Bernardino. The Glen Helen Grade Separation project in the County of San Bernardino has been underway for several years. The SANBAG Board of Directors approved environmental/design phase and right-of-way phase cooperative agreements with the County of San Bernardino (County) in July 2008, and May 2010, respectively. These agreements defined roles and responsibilities between the two agencies and specify the County as the lead agency for this work. As the lead, the County will seek reimbursement from SANBAG for the 72.2% public share contribution toward eligible projects costs.

Currently, plans, specifications, and estimate are 95% complete and right-of-way acquisition is in progress. Later this year, the construction phase is scheduled to start. In preparation for construction, the subject cooperative agreement has been prepared that identifies the County as the lead agency for this phase with SANBAG serving in an oversight capacity and committing to the public share contribution. Language has been included in the agreement that is consistent with

*

*Approved
 Major Projects Committee*

Date: June 21, 2012

Moved: _____ *Second:* _____

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

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	
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Check all that apply.
 MPC1206c-ds
 Attachment: C12229

Major Projects Committee Agenda Item

June 21, 2012

Page 2

direction from the Board at the February 2012 SANBAG meeting to provide a funding advancement to the County for cash flow purposes, per Policy 40006 VMS-7.

The funding sources for construction include Trade Corridor Improvement Funds (TCIF), Proposition 1B funds, contributions from both Burlington Northern Santa Fe (BNSF) Railway and Union Pacific Rail Road (UPRR), Measure I 2010-2040 Valley Fund-Major Street Bond funds, and County of San Bernardino funds. The County, as the lead agency, will be responsible for seeking reimbursement from all the funding contributors, including SANBAG's \$5,632,670 Measure I contribution.

Since the project is utilizing TCIF, the construction contract must be awarded before the end of 2013. The current schedule is for the construction contract to be awarded before the end of 2012. Staff recommends approval of this agenda item.

Financial Impact: Funding for this agenda item is consistent with the approved SANBAG fiscal year 2012/2013 budget, and includes funding from Measure I 2010-2040 Valley Fund-Major Street Bond. Task No. 0869

Reviewed By: This item will be reviewed by the Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contracts Manager are currently reviewing the cooperative agreement as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

CONTRACT SUMMARY SHEET

Contract No. C 12229 Amendment No. _____

By and Between

County of San Bernardino

and San Bernardino County Transportation Authority

Contract Description Construction Cooperative Agreement for the Glen Helen Grade Sep Project

Board of Director's Meeting Date: 7/11/12	
Overview of BOD Action: Approve cooperative agreement with the County of San Bernardino for roles and responsibilities and funding on construction phase of the Glen Helen Grade Separation project.	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT OVERVIEW					
Original Contract Amount	\$	5,632,670.00	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	0	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	5,632,670.00	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 5,632,670.00

Contract Start Date 7/11/12	Current Contract Expiration Date 6/30/16	Revised Contract Expiration Date
Has the contract term been amended? <input type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>869</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? Measure I 2010-2040 Valley Major Street Bond Fund	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds
<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: SANBAG's public share reimbursement contribution will use Meas. I 2010-2040 Valley Major Street Bond	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

CONTRACT MANAGEMENT INFORMATION	
Check all applicable boxes:	
<input type="checkbox"/> Retention? If yes, indicate % _____.	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ % <input type="checkbox"/> Underutilized DBE (UDBE) Goal _____ %	
Task Manager (Print Name) <u>Garry Cohoe</u>	Signature <u>Garry Cohoe</u> Date <u>6/12/12</u>
Project Manager (Print Name) <u>DEWITT SAYLOR</u>	Signature <u>DeWitt Saylor</u> Date <u>6/7/12</u>
Contracts Manager (Print Name) <u>NATHLEEN MURPHY PEREZ</u>	Signature <u>Nathleen Murphy Perez</u> Date <u>6/7/12</u>
Chief Financial Officer Signature (Print Name) <u>WILLIAM STAMARSY</u>	Signature <u>William Stamarsy</u> Date <u>6/13/12</u>

me
6/12/12

COOPERATIVE AGREEMENT NO. C12229

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

COUNTY OF SAN BERNARDINO

FOR

CONSTRUCTION OF A RAIL-HIGHWAY GRADE SEPARATION ON GLEN HELEN PARKWAY AT THE BURLINGTON NORTHERN SANTA FE/UNION PACIFIC RAILWAYS IN THE DEVORE AREA

THIS COOPERATIVE AGREEMENT (“Agreement”) is made and entered into as of the Effective Date identified herein by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”) and the County of San Bernardino (hereinafter referred to as “COUNTY”).

RECITALS:

WHEREAS, the Measure I 2010-2040 Expenditure Plan, the SANBAG Nexus Study, and planning conducted by the rural Mountain/Desert subareas identified freeway interchange, Major Local Highway Program arterial road, and rail-highway grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, AUTHORITY and COUNTY (the “Parties”) intend to construct a grade separation at Glen Helen Parkway and the Burlington Northern Santa Fe/Union Pacific railways (BNSF/UP) (hereinafter referred to as the “PROJECT”); and

WHEREAS, a portion of the PROJECT will be constructed adjacent to, and may be constructed as part of, the potential Glen Helen Bridge over Cajon Creek, to facilitate the tie-in of both structures; and

WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and is included in the SANBAG Nexus Study and will be carried out in accordance with the policies of the Measure I 2010-2040 Strategic Plan; and

WHEREAS, COUNTY requested and the SANBAG Board approved at its February Board meeting a project fund advancement up to \$1,662,000 in Measure I 2010-2040 Valley Fund Major Streets; and

WHEREAS, the Parties desire to proceed with construction of the PROJECT, which includes both the construction capital contract and the construction management of such, hereinafter referred to as “CONSTRUCTION” or “CONSTRUCTION Phase”; and

WHEREAS, this Agreement is intended to delineate the duties, and funding responsibilities of the Parties for the CONSTRUCTION Phase of the PROJECT; and

WHEREAS, COUNTY wishes to be the lead agency to complete the CONSTRUCTION Phase of the PROJECT; and

NOW, THEREFORE, AUTHORITY and COUNTY agree to the following:

SECTION I

AUTHORITY AGREES:

1. In accordance with the Measure I 2010-2040 Strategic Plan (“Strategic Plan”), to be responsible for 72.2% of the total eligible CONSTRUCTION Phase expenses that are incurred by COUNTY for an amount not to exceed \$14,248,670, subject to Section III., paragraphs 3, 4, and 7 through 9.
2. In accordance with Measure I Strategic Plan Policy 40006, Valley Major Street Program, to advance \$1,662,000 to COUNTY after the opening of construction bids and prior to the award of the construction contract.
3. To reimburse COUNTY, subject to Section I., paragraph 2 and Section III. paragraphs 7 through 9 within 30 calendar days after COUNTY submits to AUTHORITY an original and two copies of the signed invoices in the proper form covering those actual allowable CONSTRUCTION Phase expenditures that were incurred by COUNTY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to AUTHORITY as frequently as monthly.
4. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of COUNTY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to AUTHORITY when planning and conducting additional audits.
5. AUTHORITY agrees to participate in the review of the procurement documents for a construction management consultant and participate in the selection process for such consultant, if COUNTY desires to utilize the services of a construction management consultant beyond its own staff.

6. AUTHORITY's financial responsibility shall be 72.2% of actual cost, subject to the provisions of Section III, paragraphs 7 through 9. An estimate of costs for the CONSTRUCTION Phase is provided in Attachment A. AUTHORITY's financial contribution includes \$7,172,000 in Proposition 1B Trade Corridor Improvement Funds which will be invoiced directly to the State of California for reimbursement per Section II, paragraph 5.

SECTION II

COUNTY AGREES:

1. Subject to Section I., paragraph 1, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, that conform to the SANBAG Nexus Study, will be eligible for Measure I reimbursement.
2. To be the implementing agency for the CONSTRUCTION Phase of the PROJECT. Implementation shall include, but not be limited to, the construction management and administration of the construction work through COUNTY staff or in combination with the procurement and utilization of a consultant construction management firm. COUNTY shall involve AUTHORITY in the selection process of a construction management firm through review of the procurement documents and participation in the selection team. COUNTY will also advertise, administer, and award the construction capital contract.
3. To prepare and submit to AUTHORITY an original and two copies of signed invoices for advancement of funds per Section I., paragraph 2 and reimbursement of those eligible PROJECT expenses according to the requirements specified in Attachment A.
4. To submit invoices for Measure I funding, which is the AUTHORITY share less the TCIF funds and previously invoiced advancement funds, to AUTHORITY as frequently as monthly. These invoices will request reimbursement proportional between funding sources and overall costs incurred to date on the PROJECT.
5. As lead agency, to prepare and submit an allocation request to the California Transportation Commission for Proposition 1B Trade Corridor Improvement Funds allocated to the project and to prepare and submit reimbursement invoices for these funds. These funds will be reimbursed directly from the State of California and will not be invoiced to AUTHORITY.
6. To repay to AUTHORITY any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of COUNTY receiving notice of audit findings, which time shall include an opportunity for COUNTY to respond to and/or resolve the finding. Should

the finding not be otherwise resolved and COUNTY fail to reimburse moneys due AUTHORITY within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, the SANBAG Board reserves the right to withhold future payments due COUNTY from any source under AUTHORITY's control.

7. To provide 27.8% share of total eligible CONSTRUCTION Phase expenses which represents the development share.
8. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of three (3) years from the date of the Final Report of Expenditures submittal to AUTHORITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of AUTHORITY. Copies will be made and furnished by COUNTY upon request.
9. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support COUNTY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by COUNTY.
10. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 120 days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to AUTHORITY, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.
11. To have a PROJECT-specific audit completed by AUTHORITY, at AUTHORITY's option, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
12. To include AUTHORITY in Project Construction meetings, if and when such meetings are held, and related communications on project progress and to provide at least quarterly schedule updates to AUTHORITY. AUTHORITY shall assign a project liaison for the purpose of attending and monitoring project progress.
13. As an eligible PROJECT expense, to post signs at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and COUNTY.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable federal, state and local laws and regulations pertaining to the CONSTRUCTION Phase, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the date of execution of this agreement.
2. That the southerly portion of the PROJECT ("Southerly PROJECT Work") will be constructed at a later time (not at the same time as the balance of the PROJECT), and may be constructed with the potential Glen Helen Parkway Bridge over the Cajon Creek project. The estimated cost of this Southerly PROJECT Work, which is also part of this Agreement, is \$2,900,000, and which is included in the construction costs (see Attachment "A").
3. That AUTHORITY and COUNTY expect Burlington Northern Santa Fe Railroad and Union Pacific Railroad (BNSF/UPRR) to finance an estimated amount of \$2,000,000 towards the PROJECT but acknowledge that if BNSF/UPRR does not fund all or a portion of this amount that AUTHORITY and COUNTY will bear its proportional share of this amount in accordance with this Agreement. The final agreed to funding commitment from BNSF/UPRR will reduce the estimated PROJECT cost by that amount. The AUTHORITY public share and the COUNTY share, both as defined herein, will be based on the total PROJECT cost less the final BNSF/UPRR funding commitment.
4. 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 \$19,735,000, 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 7 through 9.
5. In the event that the final PROJECT cost may ultimately be less than current estimates of PROJECT cost, the realized savings shall be received by each Party in proportion to the public and development shares, as part of the Parties' respective obligations for the CONSTRUCTION Phase, subject to Section III, paragraphs 7 through 9.
6. COUNTY shall notify AUTHORITY of the CONSTRUCTION Phase bids/proposals received and the amounts thereof. Within ten (10) days thereafter, COUNTY and AUTHORITY shall determine the cost of the CONSTRUCTION Phase.

7. If, after opening bids/negotiation of contract for the CONSTRUCTION Phase, it is found that a cost overrun of 10% or less of the estimated cost of the CONSTRUCTION Phase will occur, COUNTY may award the construction capital contract and notwithstanding any provision herein to the contrary the COUNTY and AUTHORITY shall pay for the cost overrun in the same proportion to their contribution for the CONSTRUCTION Phase.
8. If, upon opening of bids/negotiation of contract for the CONSTRUCTION Phase, it is found that a cost overrun exceeding 10% of the estimated CONSTRUCTION Phase costs will occur, COUNTY may award the construction capital contract; however, AUTHORITY shall not be responsible for any cost in excess of 10% of the estimated CONSTRUCTION Phase cost, unless AUTHORITY's Board of Directors approves an additional allocation.
9. Eligible PROJECT reimbursements shall include only those costs incurred by COUNTY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
10. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
11. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless COUNTY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or an account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.
12. In the event, the COUNTY and/or the AUTHORITY is found to be comparatively at fault for any claim action, loss or damage which results from their respective obligations under this Agreement, the COUNTY and/or AUTHORITY shall indemnify the other to the extent of its comparative fault. Furthermore, if the COUNTY or AUTHORITY attempts to seek recovery

from the other for Workers' Compensation benefits paid to an employee, the COUNTY and AUTHORITY agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

13. COUNTY and AUTHORITY are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.
14. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by AUTHORITY.
15. This Agreement will be considered terminated upon reimbursement of eligible costs by AUTHORITY or by June 30, 2016, whichever occurs first. The Agreement may also be terminated by AUTHORITY, in its sole discretion, in the event the project work described in Attachment A has not been initiated or let by COUNTY within twelve (12) months of the date of execution of this Agreement.
16. The terms of this Agreement represent the consent of the COUNTY to provide the full development share for the PROJECT required by the AUTHORITY Nexus Study and that failure to contribute the development share according to the terms of this agreement does not obligate AUTHORITY to provide supplemental funds or otherwise remedy that failure. AUTHORITY may terminate this agreement if the COUNTY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
17. The Recitals are incorporated into the body of this Agreement.
18. This Agreement may be signed in counterparts, each of which shall constitute an original. The Effective Date as defined herein is the date on which the AUTHORITY executed this Agreement.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

COUNTY OF SAN BERNARDINO

By: _____
Janice Rutherford
President, Board of
Directors

By: _____
Josie Gonzales
Chair, Board of Supervisors

Date: _____

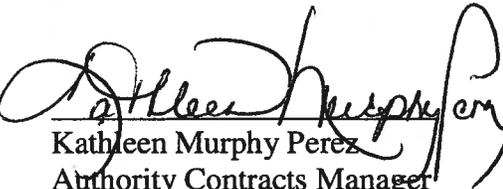
Date: _____

**APPROVED AS TO FORM AND
PROCEDURE:**

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Scott Runyan
Deputy County Counsel

By: 
Kathleen Murphy Perez
Authority Contracts Manager

Attachment A

Project Cost, and Funding

Proposed Project Phase Work: Construction Capital and Support

Summary of Project Phase Costs (Estimate):

Estimated Total Cost	Authority Public Share* (including TCIF)	County Share *	BNSF/UPRR*
\$19,735,000	\$14,248,670	\$5,486,330	\$2,000,000

*Actual committed BNSF/UPRR funds will reduce the Public and COUNTY shares proportional under this Agreement.



Minute Action

AGENDA ITEM: 11

Date: June 21, 2012

Subject: Right-of-Way Appraisals and Acquisitions for the Interstate 15/Interstate 215(I-15/I-215) Devore Interchange Reconstruction Project

Recommendation:* That the Committee recommend the Board:

1. Approve appraisals and just compensation on properties needed for the I-15/ I-215 Devore Interchange Reconstruction Project listed in Attachment "A" ("Properties") of this agenda item, copies of which are on file with the Director of Project Delivery.
2. Authorize acquisition of the Properties in a not-to-exceed aggregate total of \$1,610,000 increasing the total allowance for property acquisitions for the project to \$4,610,000.
3. Authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements for the Properties with the Property Owners, consistent with the procedure set out in SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507). Property owners: Tracie Greenwood; Ignacio and Augustin Gamboa; Wahab Entertainment; Meija Trust; Garcilazo Family Trust; Gregorio Sanchez; Robert and Shelley Bird; Dodd Family Trust; Charles and Ramona Fox; Elisabeth Grogan; Lawrence and Bonnie Hunter; Anthony and Melanie Perysian; Karl and Ruth Young; Ronald Kenaston; Timothy Howard; Liberty Bell Development LLC; O'Howell Family Trust; Nolan and Bonnie Ingram; Susan Cargill;

*

	<p><i>Approved</i> <i>Major Projects Committee</i></p> <p>Date: <u>June 21, 2012</u></p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.

MPC1206g-das

Attachments: MPC1206g1-das; MPC1206g2-das

Larry Cross; Steven and Peggy Owen; Frank Ashe; Delores Smith and Frederick Lopez; Carl Moore; Noel Smith; Marjorie Boone; Wolfgang Loehle Trust; Shirley Proch; David Dawud; and First Far.

Background:

SANBAG, in conjunction with Caltrans is proceeding with the I-15/I-215 Devore Interchange Reconstruction Project (Devore Interchange Project). A right-of-way Cooperative Agreement No. C11103 with Caltrans was approved for this project at the June 1, 2011 Board meeting and was amended at the March 7, 2012 Board meeting. This agreement defined roles and responsibilities for the acquisition of right-of-way for the project. SANBAG is designated as the implementing agency for the appraisal, acquisition, and management of the right-of-way properties needed for this important design-build project. The approved agreement commits up to \$50,353,825 in Measure I 2010-2040 Cajon Pass funds for the acquisition of right-of-way, utility relocations, Caltrans right-of-way engineering and condemnation work, and mitigation expenses. At the June 6, 2012 SANBAG Board meeting, the Board approved appraisals and authorized making offers on 15 parcels for an aggregate not-to-exceed amount of \$3,000,000.

Recommendation 1: SANBAG's right-of-way consultant, Overland, Pacific and Cutler (OPC) Services, has completed appraisals of an additional 31 parcels. The balance of the appraisals are anticipated to be completed next month and submitted for approval then. The 31 parcels are summarized in Attachment "A" and include fee takes and temporary construction easements with a total estimated value of \$1,610,000. The estimated cost includes the property acquisition costs, Relocation Assistance Program (RAP) costs, demolition costs, and a contingency of around 20%. SANBAG is required by Federal and State law to provide relocation assistance through RAP for property owners that are displaced and/or require relocation of personal property. The estimated cost also includes demolition that is required to clear the property of existing improvements on the acquired right-of-way. Copies of these appraisals are on file with the Director of Project Delivery. These appraisals have been reviewed by a senior appraiser and by SANBAG's independent right-of-way advisor for compliance with necessary processes and meeting fair compensation requirements. Staff recommends approval of these appraisals.

Recommendation 2: Staff requests that the Board authorize proceeding with offers of acquisition for all properties identified in Attachment "A" for an aggregate amount of \$1,610,000. The addition of the funds for these properties increases the total authorized amount for property acquisition for this project to \$4,610,000.

The Board should be aware that while condemnation actions for these properties is a last resort and SANBAG's consultant will go to every possible extent to avoid such actions, there is a potential that these properties may need to be acquired

through eminent domain proceedings. Per the cooperative agreement, all resolution of necessity hearings will be coordinated by Caltrans through the California Transportation Commission (CTC). Staff recommends approval of this recommendation.

Recommendation 3: Acquisition of these properties in a timely manner is critical to maintaining the planned construction schedule for the project. To assist in maintaining the schedule, staff is recommending that the Board authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements, similar to the procedure used pursuant to SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507). This Board-approved policy establishes a standard administrative process for acquisition of right-of-way whereby the Executive Director is authorized to pursue acquisitions utilizing certain factors, such as an available appraisal, the inexact nature of the process by which just compensation is determined through legal processes, and the impact of such acquisitions through voluntary settlement on the project-wide perspective, including, e.g., project deadlines and funding issues. This process is appropriate for the acquisition of the 31 properties identified herein. A standard agreement and easement format (see attached) that is consistent with Caltrans format will be used for these acquisitions. The final documents will be reviewed by SANBAG's right-of-way legal consultant for form prior to presenting to the Executive Director for signature. Pursuant to the cooperative agreement the property will be acquired in Caltrans' name.

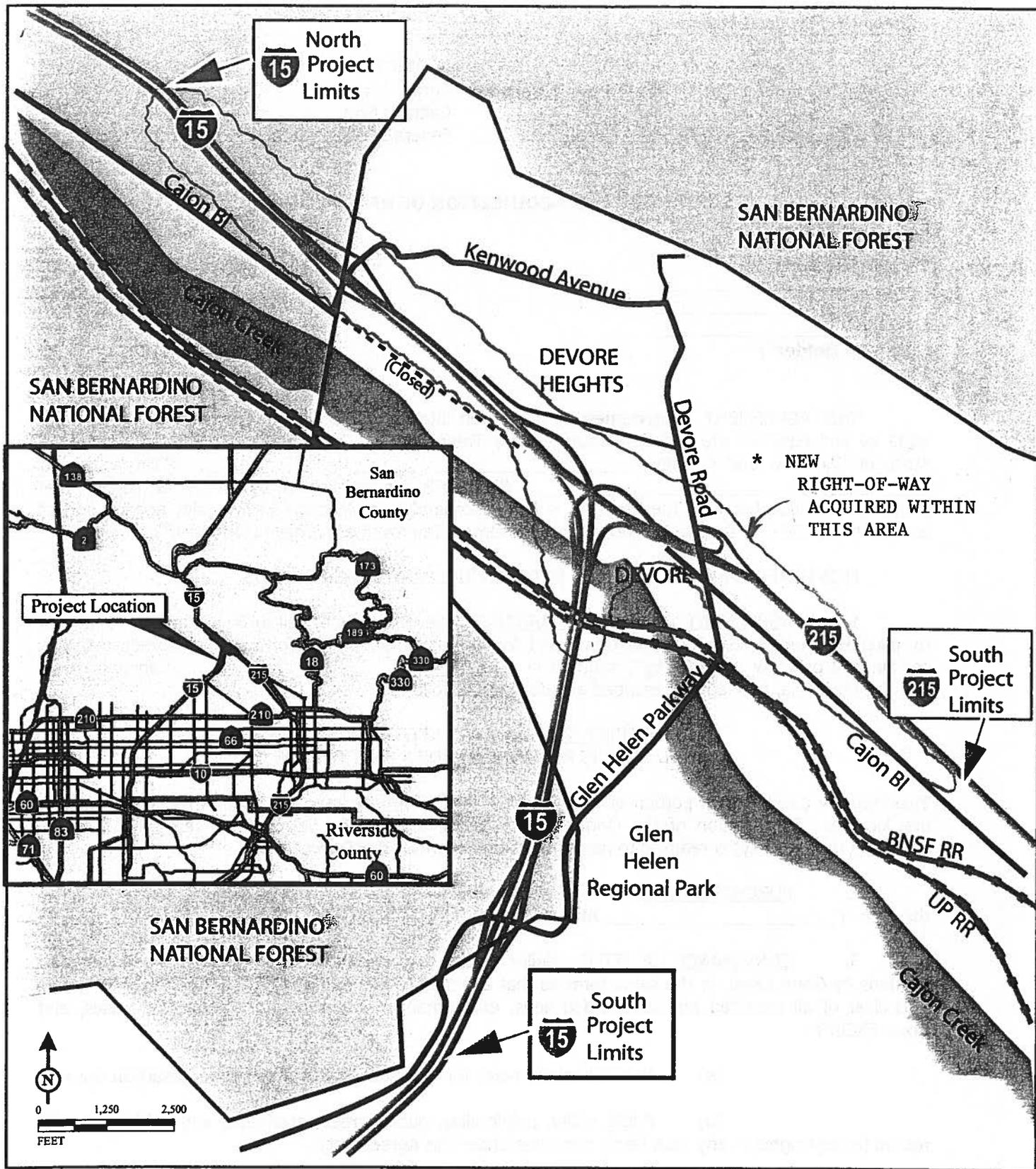
Financial Impact: This item is consistent with the SANBAG fiscal year 2012/2013 budget. Task No. 0880.

Reviewed By: This item will be reviewed by the Mountain Desert Committee on June 15, 2012, and the Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved this item as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

**I-15/I215 Interchange Improvements Project Property Acquisitions
Attachment "A"**

CPN	APN	Owner	Type
22474	0348-141-13	Tracie Greenwood	Part-Take Temporary Construction Easement
22475	0348-141-21	Ignacio & Augustin Gamboa	Part-Take Temporary Construction Easement
22476	0348-141-11	Wahab Entertainment	Part-Take Temporary Construction Easement
22477	0348-141-10	Mejia Trust 2-26-03	Part-Take Temporary Construction Easement
22478	0348-141-09	Garcilazo Family Trust 3-31-01	Part-Take Temporary Construction Easement
22479	0348-141-08	Gregorio Sanchez	Part-Take Temporary Construction Easement
22480	0348-141-20	Robert & Shelley Bird	Part-Take Temporary Construction Easement
22485	0348-132-23	Dodd Family Trust 5-17-05	Part-Take Temporary Construction Easement
22486	0348-132-22	Charles & Ramona Fox	Part-Take Temporary Construction Easement
22487	0348-132-21	Elisabeth Grogan	Part-Take Temporary Construction Easement
22488	0348-132-20	Lawrence & Bonnie Hunter	Part-Take Temporary Construction Easement
22489	0348-132-19	Anthony & Melanie Perysian	Part-Take Temporary Construction Easement
22490	0348-132-18	Karl & Ruth Young	Part-Take Temporary Construction Easement
22491	0348-132-17	Ronald Kenaston	Part-Take Temporary Construction Easement
22493	0348-132-28	Timothy Howard	Part-Take Temporary Construction Easement
22494	0348-132-14	Liberty Bell Development LLC	Part-Take Temporary Construction Easement
22495	0348-132-13	O'Howell Family Trust 3-9-04	Part-Take Temporary Construction Easement
22496	0348-132-12	Nolan & Bonnie Ingram	Part-Take Temporary Construction Easement
22499	0348-132-08	Susan Cargill	Part-Take Temporary Construction Easement
22501	0348-132-06	Larry Cross	Part-Take Temporary Construction Easement
22521	0349-153-10 0349-153-11	Steven & Peggy Owen Trust	Full-Take
22524	0349-173-31	Frank Ashe	Full-Take
22525	0349-173-38	Delores Smith & Frederick Lopez	Full-Take
22527	0349-166-04	Carl Moore	Full-Take
22546	0349-111-25	Noel Smith	Part-Take Public Utility Easement
22562	0349-102-09	Marjorie Boone	Part-Take
22604	0348-141-14	Wolfgang Loehle Trust	Part-Take Temporary Construction Easement
22605	0348-141-15	Shirley Proch	Part-Take Temporary Construction Easement
22649	0349-166-19	David Dawud	Full-Take
22652	0349-152-14	First Far	Temporary Construction Easement Access



LEGEND * Please Contact SANBAG Director of Project Delivery for further details.

- Freeway/Ramps
- Local Street
- Railroad

FIGURE 1.1-1
I-15/I-215 Interchange Improvements

Regional and Project Location Map

PROJECT:
APN:
Caltrans No.:
Federal ID No.:

AGREEMENT FOR ACQUISITION OF REAL PROPERTY

Title Company _____

Escrow No: _____

Attention: _____
("Escrow Holder")

Title Order No.: _____

THIS AGREEMENT ("**Agreement**") is entered into as of this _____ day of _____, 2012 by and between the San Bernardino County Transportation Commission, a public agency of the State of California and Caltrans, _____ ("**Buyer**"), and _____ ("**Seller**") for acquisition by Buyer of certain real property described herein. The Property is being acquired in connection with a joint agency project entitled the I-15/I-215 Devore Junction/Goods Movement Improvement Project ("**Project**").

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, that certain real property ("**Property**") situated in _____, San Bernardino County, California, and legally described and depicted as follows:

SEE EXHIBIT "A-1" and "B-1" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

The Property constitutes a portion of a larger legal lot ("**Original Parcel**") upon which improvements are located. That portion of the Original Parcel being retained by Seller (thus, the Original Parcel excluding the Property) is referred to hereafter as the "**Remainder Parcel.**"

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of _____ AND NO/100 DOLLARS (\$000,000) ("**Purchase Price**").

3. CONVEYANCE OF TITLE. Seller agrees to convey fee simple title to the Property to Caltrans by Grant Deed, in the same form as that attached hereto as Exhibit "C" ("**Grant Deed**"), free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

(a) Non-delinquent taxes for the fiscal year in which this transaction closes.

(b) Public utility, public alley, public street easements, and rights of way of record (except rights in any such items conveyed under this Agreement).

(c) Items numbered _____ in the above referenced preliminary title report issued by _____ Title Company ("**Title Company**") dated as of _____.

4. TEMPORARY CONSTRUCTION EASEMENT; UTILITY EASEMENT. Buyer's acquisition from Seller may include a temporary construction easement ("TCE") and/or one or more easements for utilities ("**Utility Easement(s)**"). Provisions relating to a TCE and/or Utility Easement(s), if any, are set forth in Exhibit "D" attached hereto.

5. TITLE INSURANCE POLICY. Escrow Holder shall, upon closing, provide Buyer with a CLTA Standard Coverage Policy of Title Insurance ("**Title Policy**") in the amount of _____ AND NO/100 DOLLARS (\$000,000) issued by the Title Company showing the title to the Property vested in Buyer, subject only to the exceptions set forth in Section 3 of this Agreement and the printed exceptions and stipulations in said policy. Buyer will pay the title insurance premium. The Title Policy will also insure the priority of any TCE and/or Utility Easement(s). If Buyer's acquisition from Seller includes a Utility Easement, and if the Property is subject to a mortgage, deed of trust or other lien which, through foreclosure, could cause the easement to be wiped out, Seller will obtain from the holder(s) of such lien(s) subordination documentation sufficient to assure that the easement becomes senior to such lien(s).

6. ESCROW. Buyer and Seller will open an escrow with Escrow Holder by executing escrow instructions prepared by Escrow Holder implementing the terms and provisions of this Agreement. Escrow will be deemed opened on the date both parties deposit signed escrow instructions with Escrow Holder. In the event of any inconsistency between such instructions and the provisions of this Agreement, this Agreement will govern. "**Close of Escrow**" or "**Closing**" refers to the date the Grant Deed or other conveyance documents are recorded in the office of the San Bernardino County Recorder. Close of Escrow will occur _____ (____) days after it is opened.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow. No recording fee will be payable, pursuant to Government Code Section 27383. No documentary transfer tax will be payable, pursuant to Revenue & Taxation Code Section 11922. Buyer will pay the administrative/reconveyance fee or forwarding fee for the partial reconveyance of any deed of trust or mortgage affecting the Property.

8. REAL PROPERTY TAXES AND ASSESSMENTS. Buyer is a public entity and is exempt from payment of real property taxes. Seller understands that the San Bernardino County Tax Collector ("**Tax Collector**") will not accept partial payment of an installment of real property taxes due at Close of Escrow. Real property taxes and assessments will therefore not be prorated through Escrow. In the event that as of Close of Escrow any real property taxes are unpaid, Escrow Holder is instructed to pay from proceeds otherwise due Seller at Close of Escrow all real property taxes and assessments for the semi-annual period during which Closing occurs. Any property tax refund due to Seller with respect to the Property for a period following Close of Escrow will be refunded to Seller by the Tax Collector as provided in California Revenue & Taxation Code Section 5096.7. Such refund will occur outside of Escrow and Buyer and Escrow Holder will have no liability with respect thereto.

9. POSSESSION. Buyer shall be entitled to possession of the Property immediately upon Close of Escrow. If Buyer and Seller have agreed upon Seller's continued occupancy of the Property following Close of Escrow, the rights of the parties to possession of the Property will be governed by the Lease Agreement or other documentation between Buyer and Seller evidencing such continued right of occupancy.

10. FULL AND COMPLETE SETTLEMENT. Seller acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Buyer, by reason of Buyer's acquisition of the Property, specifically including, but not limited to, any and all damage to the Remainder Parcel by reason of the acquisition of the Property or construction of the

the Property. The term "Hazardous Material" shall mean any substances or materials so defined by any state, federal or local statute, ordinance, rule or regulation including (without limitation) any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious substances or materials. To the best of Seller's knowledge, the Property complies with all applicable laws and governmental regulations relating to Hazardous Materials.

15. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act following Close of Escrow.

16. MEMORANDUM. Buyer and Seller will execute and Escrow Holder will record at Closing a Memorandum of Agreement in the same form as that attached hereto as Exhibit "E". The purpose of the Memorandum is to assure that if the Remainder Parcel is sold prior to the Start Date or Completion Date, any purchaser shall have received constructive notice of the rights and obligations set forth in this Agreement, specifically including those described in Section 11 above. (only would apply in limited circumstances)

17. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein. The execution of these documents and the delivery of same to Escrow Holder constitutes said acceptance and approval.

19. NO BROKERS. Buyer and Seller each represents to the other that no brokers have been involved in this transaction. . . Any party in breach of this provision will indemnify the non-breaching party against any claim, suits, damages and costs incurred or resulting from the claims of any person for any brokerage fee or compensation due in connection with this transaction pursuant to a written agreement made with said claimant.

20. JURISDICTION AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties consent to the jurisdiction of the California courts with venue in San Bernardino County.

21. ASSIGNMENT. Seller shall not voluntarily assign its rights or interest under this Agreement or the Escrow described herein without the prior written consent of Buyer. Buyer may freely assign any or all of its interests or rights under this Agreement or under the Escrow without the consent of Seller. Subject to the foregoing, the terms and conditions, covenants and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

22. COOPERATION. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

23. RISK OF LOSS. Seller covenants and agrees that it will keep the Property fully insured through Close of Escrow. If improvements on the Property are materially damaged or destroyed prior to Close of Escrow, Seller will assign to Buyer all insurance proceeds related to the Property and improvements thereon and the Purchase Price will be reduced by the amount of any deductible allocable to the Property. If Seller fails to keep the Property fully insured and insurance proceeds are not available following what would have been an insured casualty, the Purchase Price will be reduced by the reduction in the value of the Property resulting from such casualty. If improvements on the Property are materially damaged or destroyed prior to Close of Escrow due to an uninsured casualty, the Purchase Price will be reduced by an amount equal to the reduction in value of the Property resulting from such uninsured casualty.

24. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement, together with escrow instructions executed by the parties, will constitute the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

MAILING ADDRESS OF SELLER

SELLER

MAILING ADDRESS OF BUYER

BUYER

a public entity

By: _____

Date

Approved as to Form:

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain real property located in _____, San Bernardino County, California, described as follows:

**EXHIBIT "B"
PLAT MAP**

Place Holders

[To Be Attached]

EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Attn:

)
)
)
)
)

APN:

Above Space for Recorder's Use
No Recording Fee Pursuant to Gov't Code §27383
No Documentary Transfer Tax Pursuant to
California Revenue & Taxation Code §11922

GRANT DEED

District	County	Route	Post	Number
8	SB	I-15/I-215		

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
_____ (collectively "Grantor"), hereby grants to Does
Caltrans take in the name of the State of California or Caltrans? the agreement should track
the same language in paragraph 3 "conveyance of title"
_____, a public agency of the State of California
("Grantee"), the following described real property (the "Property") situated in the
_____, San Bernardino County, State of California:

SEE EXHIBIT "A-1" and Exhibit "B-1"
ATTACHED HERETO

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to
be executed by its duly authorized officer.

GRANTOR:

DATED: _____, 2012

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A-1" TO GRANT DEED

LEGAL DESCRIPTION

Real property in the _____, San Bernardino County, State of California, described as follows:

EXHIBIT "B-1"
Plat Map
Place Holder

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed to which this Certificate of Acceptance is attached

from: _____

to: _____, a public agency of the State of California ("Grantee")

is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee's governing board, and Grantee hereby consents to recordation of said Grant Deed.

a public agency of the State of California

Dated: _____

By: _____

EXHIBIT "D"

TEMPORARY CONSTRUCTION EASEMENT AND/OR UTILITY EASEMENT PROVISIONS

Yes No 1. TEMPORARY CONSTRUCTION EASEMENT ("TCE"). Seller will grant to Buyer at Close of Escrow a temporary and non-exclusive construction easement and right-of-way ("**TCE**") over, on, under, in, across, along and through that certain portion of the Remainder Parcel more fully described and depicted in Exhibits "A-2" and "B-2" attached hereto and incorporated herein by reference, for the purpose of all necessary and convenient activities associated with the Project. The Purchase Price includes payment of full compensation to Seller for the TCE. Buyer and Seller will provide an executed and acknowledged TCE to Escrow Holder, for recording at Close of Escrow. Seller agrees that if the area affected by the TCE needs to be modified (moved, expanded or contracted), Seller will cooperate with such modifications, in which case (a) an Amendment to the TCE will be recorded reflecting such modified easement area; and (b) in the event the easement area is enlarged, Buyer will pay to Seller concurrent with the recording of the amended TCE, an amount equal to _____ Dollars (\$_____) for each additional square foot of space in the modified easement area.

Yes No 2. UTILITY EASEMENT(S). The Purchase Price includes compensation to Seller for the granting of one or more Utility Easement(s), as described and depicted in Exhibit "A-3" and "B-3" attached hereto. At Close of Escrow, the parties will provide to Escrow Holder and Escrow Holder shall cause such Utility Easement(s) to be recorded. Buyer may elect to appear as the grantee in such easements, with the right to assign the easement rights to a public utility or quasi-public utility provider. Alternatively, Buyer may elect to have such Utility Easement(s) granted directly by Seller to the utility provider. Seller agrees that if, prior to or during construction of the Project, it becomes necessary to adjust the location of such Utility Easement(s), Seller will execute an appropriate amendment to the Utility Easement(s); provided, however, that if the area affected by the Utility Easement(s) is increased as a result of such adjustment, Seller shall receive, concurrent with the recording of the amended Utility Easement(s), an amount equal to _____ Dollars (\$_____) per square foot for each additional square foot of space required for the modified Utility Easement.

LEGAL DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT AREA

**EXHIBITS "A-2" AND "B-2"
PLACEHOLDER**

...

(a)

(b)

...

(c)

(d)

(e)

(f)

(g)

(h)

...

...

...

EXHIBIT "E"

CONSTRUCTION AND CURATIVE WORK AND OTHER SPECIAL PROVISIONS

1. Construction/Repair By Buyer. The following items of repair and construction will be completed by Buyer (or contractors engaged by Buyer) on or after the Start Date described below:

(a)

(b)

All such work performed by or on behalf of Buyer shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in good and workmanlike manner. Any structures, improvements or other facilities, if removed, relocated or reconstructed, shall be left in as good condition as found.

2. Removal Of Improvements By Seller. The Purchase Price to be paid to Seller at Close of Escrow includes compensation for the value of the following improvements:

(a)

(b)

(c)

(d)

Seller may elect to remove or relocate some or all of the above improvements following Close of Escrow; provided, however, that any of the above improvements that have not been removed from the Property by the Completion Date (defined below) may be removed by Buyer, its agents, contractors or assigns, and disposed of in such manner as Buyer deems appropriate, without further notice or responsibility to Seller whatsoever. If the improvements referred to in this Section 2 above are not removed from the Property by the Completion Date defined below (but in no event sooner than Close of Escrow), Buyer, its agents, contractors or assigns, shall have the right to remove such improvements and dispose of the same in such manner as Buyer deems appropriate, without further notice or responsibility to Seller whatsoever.

3. Notice. Buyer shall provide not less than _____ () days prior written notice to Seller of the date upon which Buyer's work under Section 1 above is scheduled to commence ("**Start Date**"). Buyer shall provide not less than _____ () days prior written notice to Seller the date upon which Seller's work under Section 2 above must be completed ("**Completion Date**").

4. Maintenance Responsibility. Following Close of Escrow and completion (whether by Buyer or Seller) of the curative work described in this Exhibit D, Seller will be solely responsible for the maintenance and repair of any building, landscaping or other improvements on the Remainder Parcel except as follows: _____; and Buyer or its successor will be solely responsible for maintenance of the improvements within or to the Property. Maintenance obligations with respect to any TCE and/or Utility Easement(s) will be as described in Exhibit "D".

5. Protection In Place. During any period of construction by Buyer as described herein or in connection with the TCE or Utility Easement(s), Buyer shall cause the following improvements on the Remainder Parcel to be protected in place: [If none, so state:]

6. Continuing Cooperation. Buyer believes that the engineers that have designed the Project and prepared the legal description of the Property have accurately calculated and described the portion of the Original Parcel that will be required in connection with the Project. However, because the Project is being constructed on a "design/build" basis, it is possible that following execution of this Agreement or even following Close of Escrow, an additional portion of the Remainder Parcel may be required in connection with the Project. Buyer and Seller agree that in such event, they will work together in good faith on the following basis:

(a) Conveyance of any additional portion of the Remainder Parcel will not materially affect the use thereof for residential purposes by Seller; and

(b) The price per square foot of any such additional portion of the Remainder Parcel will be the higher of (i) the per square appraised value of the Property; or (ii) the per square foot value established by an appraisal conducted not more than one hundred eighty (180) days prior to the conveyance of such additional portion of the Remainder Parcel from Seller to Buyer; and (iii) such conveyance will be subject to all the terms and conditions of this Agreement.

7. Special Provisions. In addition to the matters described in this Exhibit D or elsewhere in the Agreement, Buyer and Seller agree that the purchase and sale of the Property is subject to the following additional provisions: [If none, so state:]

EXHIBIT "E"

MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND

WHEN RECORDED RETURN TO:

Attention: _____

Exempt from Recording Fees per Govt. Code
§27383

Exempt from Documentary Transfer Tax per
Calif. Rev. & Tax. Code §11922

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM is executed in connection with that certain "Agreement for Acquisition of Real Property" executed by the undersigned Buyer and Seller and dated as of _____, 2012 ("**Agreement**"). Seller has previously owned all of the real property described in Exhibit "A" attached hereto ("**Original Parcel**"). Pursuant to the Agreement, Seller has, concurrent with the recording of this Memorandum, sold and conveyed a portion of the Original Parcel ("**Property**") to Buyer for use in connection with I-15/I-215 Devore Junction/Goods Movement Improvement Project ("**Project**"). Seller has retained title to that portion of the Original Parcel described in Exhibit "A-1" attached hereto ("**Remainder Parcel**").

Pursuant to the Agreement, Seller has received compensation for certain future obligations with respect to the Remainder Parcel and/or the Property, which may include the removal, relocation, reconstruction and/or refurbishment of certain improvements. Buyer and Seller have also agreed to cooperate with respect to the possible conveyance of minor additional portions of the Remainder Parcel in the future. The above obligations burden and constitute an encumbrance upon the Remainder Parcel for the benefit of the Property and constitute covenants running with the land, pursuant to California Civil Code Section 1468. These obligations will therefore be binding upon any successor owner who acquires title to the Remainder Parcel prior to the completion by Seller of these obligations. Any person that purchases the Remainder Parcel prior to the completion of such obligations by Seller is advised to obtain information from Seller regarding the nature and extent of such obligations and obtain from Seller compensation sufficient to allow such successor owner to complete such obligations in accordance with the Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year set forth below.

Dated: _____, 201_

BUYER

a public entity

By: _____

Approved as to Form:

By: _____

Dated: _____, 201_

SELLER

ACKNOWLEDGEMENTS

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF ORIGINAL PARCEL

That certain real property located in _____, San Bernardino County, California, described as follows:

[To Be Attached]

EXHIBIT "A-1"

LEGAL DESCRIPTION OF REMAINDER PARCEL

That certain real property located in the _____ County,
California, described as follows:

[To Be Attached]



- 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: June 21, 2012

Subject: Request for Proposals (RFP) for Construction Management (CM) Services for the Laurel Street Grade Separation Project

Recommendation* That the Committee recommend the Board:

1. Authorize staff to release RFP No. C13012 for CM services for the Laurel Street Grade Separation Project.
2. Approve a waiver of SANBAG Policy 11000 requiring two Caltrans staff to participate in the Evaluation panel for the selection of a qualified firm for the Laurel Street Grade Separation Project.

Background: The Laurel Street Grade Separation Project will improve safety and reduce traffic delays along Laurel Street by separating pedestrians and vehicles from train traffic on six tracks along the Burlington Northern Santa Fe Railway Company (BNSF) rail line. SANBAG is the lead agency for the design, right-of-way, and construction phases according to Memorandum of Understanding (MOU) No. C10201 between SANBAG, the City of Colton, Union Pacific Railroad (UPRR), and BNSF, and Construction Cooperative Agreement No. C12037 between SANBAG and the City of Colton.

*

Major Projects Committee

Date: June 21, 2012

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	CTC	CTA	X	SAFE	CMA
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Check all that apply.

The review of the 65% plans, specifications, and estimates (PS&E) package for the project has been completed and the preparation of the 95% PS&E package has just commenced. The project is scheduled to go to construction the first part of 2013. Awarding the CM contract in October will allow the selected firm to perform a constructability review before the plans and specifications become final. This early constructability review will streamline the final design process by identifying and resolving possible issues early on.

In addition to performing constructability reviews, the CM contract scope of work will include contract administration, inspection services, materials testing, surveying, and public outreach.

SANBAG Procurement Policy 11000 specifies that two Caltrans staff shall serve on the evaluation panel for selection of a qualified firm. The Laurel Street Grade Separation Project is off the State highway system located in an area that encompasses land in the City of Colton and does not impact any Caltrans facilities. As a result, staff is requesting a waiver of this policy for the procurement of the construction management firm for this project. Based on the expertise needed on the panel and Caltrans staff availability, staff may invite a Caltrans staff member to participate.

Per Funding Agreement No. C12053 between SANBAG, City of Colton, UPRR, and BNSF, the future Laurel Street Grade Separation CM contract will be funded with Measure I – Valley Major Streets and funds from the City of Colton, UPRR, and BNSF.

The table below summarizes the current project schedule:

Environmental Approved	September 2011
Design Approved & R/W Certified	January 2013
Start Construction	March 2013
End Construction	March 2015

Financial Impact: This item is consistent with the SANBAG fiscal year 2012/2013 budget. Funding for this contract will be provided under Task No. 0884. The funding sources are: MSI 2010-Valley Major Streets, UPRR, City of Colton, and BNSF.

Reviewed By: This item will be reviewed by the SANBAG Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

**ATTACHMENT A
SCOPE OF SERVICES**

CONTRACT NO: C13012

San Bernardino Associated Governments

Laurel Street Grade Separation Project

INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
 - 1. Pre-construction Services
 - 2. Bid Process
 - 3. Project Administration
 - 4. Construction Coordination
 - 5. Construction Inspection
 - 6. Project Support
 - 7. Cost and Schedule
 - 8. Change Orders and Claims
 - 9. Safety
 - 10. Project Close Out
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO BE FURNISHED BY SANBAG
- G. STANDARDS
- H. AVAILABILITY AND WORK HOURS
- I. LIMITATIONS TO AUTHORITY
- J. THIRD PARTY RELATIONSHIPS
- K. CONSTRUCTION SITE SAFETY
- L. BASIS FOR SURVEY AND MONUMENT MARKING
- M. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SANBAG) will utilize the services of CONSULTANT to support the construction activities for the Project. The CONSULTANT will provide construction management, materials testing, construction surveying and public outreach for the Project. A description of the Project is given below.

Laurel Street Grade Separation Project

The project is located along Laurel Street, between Pennsylvania Avenue and La Cadena Drive in the City of Colton. This project proposes to grade separate Laurel Street under the BNSF railroad tracks at the current at-grade crossing. Laurel Street will remain one lane in each direction. The project includes the following work elements:

- Construction of the BNSF Bridge carrying six railroad tracks.
- Construction of a two-lane roadway bridge.
- Construction of abutments to accommodate a future railroad bridge
- Construction of retaining walls.
- Construction of a three-track shoofly.
- Drainage improvements (pumps, force-main, and detention basin).
- Local street improvements and modifications to adjacent property lots.

The project will also include utility relocations, drainage modifications, signing and striping, traffic handling, and replacement planting.

SANBAG intends to advertise, award and administer one construction contract for this project. The successful consultant firm will provide the construction management and support services.

Services

Services are anticipated to generally include, but are not limited to the following: participation in the evaluation of scheduling of the proposed project; constructability review; construction project advertising, bid analysis, and award; construction inspection; construction surveying, materials testing, landscape inspection, contractor interface and contract administration; office engineering; public outreach services and other assorted duties as appropriate in managing construction of a capital railroad grade separation improvement project.

It is expected that the Consultant will assign a full-time Resident Engineer to coordinate all contract and personnel activities for all phases of construction. Other Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all project specific field activities and responsibilities as needed for satisfactory performance on the project. The Resident Engineer and every Resident Engineer assigned for this project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal through the duration of the contract. The Consultant is expected to provide a Survey Project Manager, Materials Testing Project Manager, and Landscape Architect to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services. Furthermore, the Consultant shall provide a public outreach liaison to assist the Authority's

Public Information Office, and the City of Colton in implementing the Public Outreach Program established for this project.

Insofar as the Consultant's approach described in the Proposal, the scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the Consultant. The Proposal shall include a staffing plan, an organization chart and a resource loaded schedule that establish the firm's ability to adequately and appropriately staff and manage the project.

The Authority anticipates that the total contract will be approximately 31 months in duration, with preconstruction services starting in October 2012, construction starting in March 2013 and ending in March 2015 followed by closeout activities not exceeding two months. The above durations includes a 90 day landscape plant establishment period. The estimated construction capital cost of the project is about \$34 million

CONSULTANT shall provide qualified construction management and inspection, materials testing, construction surveying and public relations personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Project.

SANBAG has designated a Project Manager to coordinate all construction activities.

Mr. Mike Barnum, Construction Manager

The CONSULTANT shall report to and receive direction from SANBAG through the Project Manager, or his designees. The SANBAG Project Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Project Manager will be the main contact and primary source of information between SANBAG, cities, outside agencies, supporting consultants and the public for the construction projects.

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. The Resident Engineer shall be a Civil Engineer registered in the State of California and shall be in responsible charge of construction management and construction activity within the Project.

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 equally qualified replacement personnel until the assigned personnel returns to the Project approved by SANBAG.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with prior 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. 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 Project. 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.

Materials Testing: The number of field testing personnel assigned to the Project will vary throughout the duration of the construction contract. CONSULTANT certified materials testing personnel will be assigned as needed by the Resident Engineer to meet the required numbers and frequencies of testing based on schedule of the construction contractor.

Materials Testing Services will be provided on an on-call basis. The duration of assignments could vary from a minimum of a few hours to the full term of the Project. CONSULTANT personnel will be available within one (1) day of written notification by SANBAG.

It is the intent of SANBAG to maintain a consistency of material testing quality throughout each phase of each project. CONSULTANT is therefore encouraged to provide, where ever and whenever possible, the same field personnel for the duration of construction of each project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the SANBAG Construction Manager.

Resumes of materials testing personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. If, at any time, the level of performance of any testing personnel is below expectations, SANBAG may release that field person and request that another be assigned as needed.

If a member of CONSULTANT's materials testing personnel is on a leave of absence, CONSULTANT's Project Manager will provide an equally qualified replacement employee until the original member returns to work. The replacement employee will meet all the requirements of a permanently assigned employee.

All CONSULTANT personnel will be knowledgeable of, and comply with, all applicable local, state, and federal regulations. All personnel shall cooperate and consult with SANBAG during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the Project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

Construction Surveying: CONSULTANT will furnish surveying crew(s) to perform construction surveys for the Project. The number of survey crew(s) assigned to the Project may vary throughout the duration of the construction contract to meet the Project needs. CONSULTANT personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

Construction surveying services will be provided on an on-call basis. It is the intent of SANBAG to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey requirements and the assignments for the Project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the Resident Engineer.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

Resumes of CONSULTANT personnel and certifications must be submitted to SANBAG for review. CONSULTANT personnel must be approved by SANBAG prior to assignment to a project. SANBAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT personnel. If, at any time, the level of performance of any CONSULTANT survey personnel is below expectations, SANBAG may release the survey crew member and request that another be assigned.

If CONSULTANT's survey crew personnel assigned to the Project is on a leave of absence, the Project Manager will provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement(s) will be required to meet all the requirements of the permanently assigned employee(s).

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with SANBAG officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the Project plans and specifications.
- Keep records and document work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services

a. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SANBAG, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

b. Budget

CONSULTANT shall review the Project estimate and provide recommendations to SANBAG, as appropriate, to ensure efficient utilization of funds and control of project costs.

c. Constructability Review

CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies and report such findings to SANBAG in a format provide by SANBAG.

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, design engineer, Caltrans, County and City staff, 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 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.
- 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 in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SANBAG Major Projects Portal
- g. CONSULTANT shall monitor Contractors' construction schedules 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 in a format approved by SANBAG. The activity report shall include among other items 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, 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 as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans 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. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SANBAG, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.
- c. CONSULTANT shall maintain regular contact with SANBAG's Project/Construction Manager.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
- e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.
- f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements 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 construction staging program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the Construction Manager. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the

Construction Manager and the design engineer.

- j. CONSULTANT shall review and approve falsework and shoring plans.
- k. CONSULTANT shall review and approve Traffic Control Plans and forward to SANBAG for Caltrans/City/County approvals, as necessary.
- l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City 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 daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, 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 thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 - 1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping 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

construction of the Project is being performed in accordance with the contract documents.

- 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
- 3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
- 4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.
- 5) 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.
- 6) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
- 7) Preparing construction sketches, drawings, and cross-sections, as necessary.
- 8) Assisting in the preparation of as-built plans.
- 9) Providing inspections for environmental compliance.
- 10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- 11) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 12) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The

Resident Engineer will assign survey work to the CONSULTANT by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

CONSULTANT shall assist the Resident Engineer in all phases of construction staking and calculations as needed.

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e) Perform construction staking, including but not limited to:
 - i. Utility relocations
 - ii. Clearing limits
 - iii. Slope staking
 - iv. Storm drain, sanitary sewer, and irrigation systems
 - v. Drainage structures
 - vi. Curbs, gutters, and sidewalk
 - vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
 - viii. Rough grade
 - ix. Finish grade
- f) Monitor for settlement, if required.
- g) Global Positioning Satellite (GPS) equipment shall be made available if required by SANBAG

2) Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25 foot intervals for travel lanes.

3) Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

Profile data sheets are required for all profiles shown on the plans identifying vertical design elements such as grade, point of intersection (PI) location, beginning of vertical curve (BVC) location, end of vertical curve (EVC) location, and curve length.

4) Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

5) Right of Way Lines

Existing right of way and easements will be established from Local Agency's record information and existing monumentation.

- a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
- b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.
- c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

- a) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.

b) Final monumentation, which includes setting of centerline points of control upon completion of construction.

6) Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies.

7) Control Survey

Includes Project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.

8) Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only.

CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing and Geotechnical Services

1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.

2) All field and laboratory testing is to be performed in accordance with California Test Methods.

3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach

1) General Public Outreach Plan

a) SANBAG's primary goal is to assure the public that SANBAG is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.

- b) SANBAG will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project include, but are not limited to:
- i. LOCAL AGENCY
 - ii. SANBAG Board
 - iii. LOCAL AGENCY and area Emergency Service Providers
 - iv. School Transportation Coordinator(s)
 - v. Local Business Community
 - i) Specific businesses with expanding priority based on proximity to work zone and detours
 - ii) Chamber of Commerce
 - vi. Commuters
 - vii. Recreational Travelers
 - viii. Trucking Industry
 - ix. Local media
 - i) Print
 - ii) Radio
 - iii) Television
- c) In the weeks prior to the selection of a construction contractor, SANBAG may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
- d) Following the emergency responders briefing, SANBAG may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
- f) Just prior to the start of field construction activities, SANBAG and CONSULTANT (includes all PR subs) may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.
- g) Prior to construction beginning, SANBAG and CONSULTANT may coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event.

CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site. Staffing this event will be determined based on availability.

- h) Near the completion of the construction Project, SANBAG and CONSULTANT will coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.
- i) At various stages throughout the Project, SANBAG will request support from CONSULTANT for the following items:
 - i. Establish and maintain stakeholder and/or 'interested parties' list(s) – used for sharing Project updates during Project construction. May need to be filtered to specific audiences (i.e. emergency responders, city government, etc.)
 - ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SANBAG contact information, LOCAL AGENCY contact information, photos, logos, etc.)
 - iii. Weekly media advisories (use SANBAG template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SANBAG Public Information Office for approval, submit to webmaster for posting, distribute to appropriate media and stakeholder list.
 - iv. Emergency notices – when needed.
 - v. Develop web content for project tab on SANBAG website. This page should include same elements of fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to SANBAG Public Information Office for approval prior to submitting to webmaster.
- 2) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SANBAG Public Information Office before agreeing to appear.
- 3) All media inquiries shall be directed to the SANBAG Public Information Office.

d. Permits

CONSULTANT shall review the Project for permit compliance and coordinate with SANBAG and the design engineer 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.

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

- 1) Contract pay item quantities and payments
- 2) Contract change orders
- 3) Supplemental work items
- 4) Agency furnished materials
- 5) Contingency balance
- 6) Project budget

b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.

c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel 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.

8. Contract Change Orders and Claims

a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

b. CONSULTANT shall attempt to avoid 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.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide 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.

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SANBAG, Local Agencies, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SANBAG all Project files.

- g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all Project permits.
- h. Project closeout services will be completed within two months of project acceptance.

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.
- 2. Monthly Project Activity Summary Reports.
- 3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- 4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction Project.
- 5. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
- 6. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, change order data, claims and claim reports, and Contractor payment records.
- 7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
- 8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SANBAG with the Project files.
- 9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
 - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
 - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
 - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the

property of SANBAG. A copy of all survey documents furnished by SANBAG shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

- d. Deliverables to the Resident Engineer shall follow the format specified below:
 - 1) Horizontal Control
 - 2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
 - 3) Vertical Control
 - 4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
 - 5) Topography
 - 6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.

- e. Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:
 - 1) Conventional Cross – Sections (each cross – section):
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.
 - 2) Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.
 - 3) Data Collector Data
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.
 - 4) Other—As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, 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 flashing yellow lights, either permanently or temporarily affixed.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
 - d. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
 - a. Survey vehicles:
Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.
 - b. Data Processing Systems:
Data processing systems shall include hardware and software to:

- 1) Performing survey and staking calculations from the design plans and specifications;
 - 2) Reduce survey data collected with conventional and total station survey systems;
 - 3) Perform network adjustments for horizontal and vertical control surveys;
 - 4) Format survey data to be compatible with the Caltrans computer survey and data system.
- c. Drafting equipment and supplies.
- d. Digital calculators.
- e. Hand tools as appropriate for the requested survey work.
- f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).
- g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.
- h. Leveling instruments and equipment:
- 1) Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
 - 2) Suitable level rods for the work to be performed.
- i. Distance measuring instruments and equipment:
- 1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
 - 2) Prisms, sufficient to perform the required work.
 - 3) Tapes; steel, cloth.
- j. Angle measuring instruments and equipment:
- 1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
 - 2) Targets as required to perform the work.
- k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.
- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY SANBAG

1. SANBAG will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SANBAG will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.
2. SANBAG will provide copies of all previously secured permits and Project authorizations.
3. Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans Manuals including:

1. Construction Manual and its revisions
2. Bridge Construction Records and Procedures Manual
3. Quality Assurance Program Manual
4. Manual of Traffic Controls for Construction and Maintenance Work Zones
5. Caltrans Standard Specifications and Standard Plans
6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
7. Manual of Test (3 volumes)
8. Survey Manual
9. District 8 Standard Staking Procedures Manual

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order

(modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

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 Construction Manager.

H. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by SANBAG's construction Contractor including nights and weekends. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SANBAG Construction Manager.

Unless otherwise directed by SANBAG, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SANBAG.

I. 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.

J. 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. 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.

K. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.
3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways.
4. All safety equipment will be provided by CONSULTANT.

L. BASIS FOR SURVEY AND MONUMENT STAKING

SANBAG will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SANBAG will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished

disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments are subject to approval by SANBAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the Project should have the following qualifications:

1. Project Manager

- a. A minimum of six (6) years' project management experience on similar construction projects is desired.
- b. Accessible to SANBAG at all times during normal working hours.
- c. A thorough understanding of Caltrans construction practices and procedures. The Project Manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave.
 - 4) Prepare monthly reports for delivery to SANBAG.

2. Resident Engineer

- a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:
 - 1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
 - 2) Assign field personnel to specific project tasks.

- 3) Monitor and track Contractor progress.
- 4) Prepare daily, weekly and monthly reports as required.
- 5) Coordinate utility relocations with appropriate agencies and the utility inspector.
- 6) Act as prime field contact between various project Contractors and SANBAG's Construction Manager.

3. Assistant Resident Engineer

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the direction of the Resident Engineer and will assume the following functional responsibilities:
 - 1) Monitor and provide daily direction to CONSULTANT inspection personnel.
 - 2) Assign field personnel to specific project tasks.
 - 3) Monitor and track Contractor progress.
 - 4) Prepare daily, weekly and monthly reports as required.
 - 5) Coordinate utility relocations with appropriate agencies.

4. Lead Field Inspector

- a. A minimum of six (6) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.
- b. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Ability to direct the efforts of subordinate inspectors.
- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.

- f. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:
- 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
 - 2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
 - 4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
 - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
 - 6) Provide input for the redesign of facilities to fit existing field conditions.
 - 7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

- a. Two (2) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil transportation engineering is desired.
- b. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- d. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- e. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
 - 2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
 - 4) Perform quantity calculations for progress pay estimates and maintain Project records.

- 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- 6) Provide input for the redesign of facilities to fit existing field conditions.
- 7) Perform construction materials sampling.
- 8) Perform labor compliance interviews of the Contractors' personnel.

6. Structural Representative or Lead Structural Inspector

- a. A minimum of six (6) years' of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Knowledge of stress analysis, structural mechanics, and strength of materials.
- d. Knowledge of Caltrans construction practices and the physical characteristics and properties of various bridge construction materials including concrete.
- e. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.
- f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- g. Ability to direct the efforts of subordinate inspectors.
- h. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- i. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
 - 2) Make grade, alignment, quantity, falsework, and shoring calculations.
 - 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
 - 4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

- 5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
- 6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

- a. A minimum of two (2) years' of bridge design or structural construction inspection as related to Caltrans or major public works projects or a four-year degree in civil or structural engineering is desired.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.
- c. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.
- d. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and shoring.
- e. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- g. Understanding of Caltrans construction methods and practices. The Structural Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.
 - 2) Make grade, alignment, quantity, falsework, and shoring calculations.
 - 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 4) Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. Office Engineer

- a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.
- b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.

- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.
- g. The Office Engineer will assume the following functional responsibilities:
 - 1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
 - 2) Prepare and process contract change orders.
 - 3) Monitor construction budget and schedule.
 - 4) 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.
 - 5) Perform routine calculations and checking of quantities.
 - 6) Coordinate all office activities and functions with SANBAG representatives.

9. Materials Testing Project Manager

- a. A minimum four (4) years' project management experience on a similar highway/bridge construction project is desired.
- b. Licensed Civil Engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.
- d. The materials testing project manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory and field personnel.
 - 2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.
 - 5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.

Material testing personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved

(and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SANBAG Construction Manager.

10. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel shall be certified by Caltrans and should have a minimum of two (2) years' experience in conducting material sampling and testing of the type required for the projects involved and possess the following additional capabilities:

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the Project site.
- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.
- d. Specific qualifications for technicians are as follows:

1) CONSTRUCTION TECHNICIAN I

- a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:
 - i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
 - ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.
- b) Knowledge and Skills Required
 - i. Knowledge of tools, equipment and vehicles utilized in construction.
 - ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
 - iii. Knowledge of basic mathematics used in the computation of a variety of construction items.
 - iv. Knowledge of record keeping, preparing of documents and reports.

2) CONSTRUCTION TECHNICIAN II

a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:

- i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
- ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
- iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
- iv. Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.
- v. Answers questions and resolves problems.
- vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
- vii. Keeps daily diary of work progress.
- viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
- ix. Keeps accurate documentation for force accounts and possible claims.

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classification.
- ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
- iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

3) CONSTRUCTION TECHNICIAN III

a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:

- i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
- ii. Perform a variety of structural material tests and inspections.
- iii. Reviews construction plans and verified that these are in

accordance with designated specifications and other requirements.

- iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
- v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
- vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.
- vii. Recommends approval of proposed Project changes.

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classifications.
- ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
- iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
- iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

11. Construction Surveying Project Manager

- a. A minimum four (4) years' project management experience on similar construction projects is desired.
- b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.
- c. Accessible to the Resident Engineer and SANBAG at all times during normal working hours as specified in this Scope of Services.
- d. Under the direction of the Resident Engineer, the Project Manager will be responsible for:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.

12. Field Party Chief(s)

- a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:
 - 1) A licensed Land Surveyor in the State of California.
 - 2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
 - 3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).

- b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:
 - 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 2) Ability to make effective decisions concerning field problems and work in progress.
 - 3) Familiarity with typical coordinate geometry computer programs.
 - 4) Familiarity with safety requirements for surveying near traffic.

- c. The Party Chief(s) will assume the following responsibilities:
 - 1) Perform construction staking services for Project construction.
 - 2) Administer day to day activities for the survey party.
 - 3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
 - 4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

13. Survey Crews

- a. Qualifications for survey crew members should include the following:
 - 1) A minimum of one (1) year of survey experience on similar construction projects is desired.
 - 2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 3) Ability to assist Party Chiefs and office personnel in all required surveying work.
 - 4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.

- b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:
- 1) Perform basic calculations to support construction staking.
 - 2) Maintain continuous communication with Party Chiefs and office personnel.



- 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: June 21, 2012

Subject: On Call Right-of-Way and Other Specialty Right-of-Way Related Services

Recommendation:* That the Committee recommend the Board:

1. Approve award of Contract No. C12242 with Epic Land Solutions, Inc. for On Call Right-of-Way and Other Specialty Right-of-Way Related Services for an amount as described by Recommendation 4, and for a contract term as described by Recommendation 5.
2. Approve award of Contract No. C12243 with HDR Engineering Inc. for On Call Right-of-Way and Other Specialty Right-of-Way Related Services for an amount as described by Recommendation 4, and for a contract term as described by Recommendation 5.
3. Approve award of Contract No. C12244 with Overland Pacific & Cutler, Inc. for On Call Right-of-Way and Other Specialty Right-of-Way Related Services for an amount as described by Recommendation 4, and for a contract term as described by Recommendation 5.
4. Approve a total not-to exceed amount of \$6,000,000 for HDR Engineering, Inc. (C12243), Overland Pacific & Cutler Inc. (C12244), and Epic Land Solutions, Inc. (C12242).

*

Approved
Major Projects Committee

Date: June 21, 2012

Moved: _____ *Second:* _____

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

Witnessed: _____

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

MPC1206a-pb

Attachment: C12242, C12243, and C12244

5. Approve five-year contract terms for Contract Nos. C12242, C12243, and C12244, which exceed the three-year contract term identified in SANBAG's Procurement Policy 11000.

Background:

These are new contracts. In January 2012, the SANBAG Board of Directors approved the release of a Request for Proposal (RFP) for On Call Right-of-Way and Other Specialty Right-of-Way Related Services, RFP12147. This RFP was different in that, a single solicitation would lead to multiple contract awards. Following the release of the RFP, a pre-proposal meeting was conducted and on February 27, 2012, the following eleven firms submitted proposals in response to the RFP:

The Bernard Johnson Group, Inc.
California Property Specialists, Inc.
Epic Land Solutions, Inc.
Overland Pacific, & Cutler, Inc.
The Rice Group
Vizion's West, Inc.

Briggs Field Services, Inc.
The Dore Group
HDR Engineering, Inc.
Paragon Partners, Ltd.
Universal Field Service, Inc.

A selection committee composed of representatives from Caltrans, Orange County Transit Authority, and SANBAG evaluated the proposals and shortlisted California Property Specialists, Inc., Epic Land Solutions, Inc., HDR Engineering, Inc., Overland Pacific, & Cutler, Inc., and Paragon Partners, Ltd. The five firms interviewed, and the selection committee chose three firms listed in alphabetical order for recommendation of contract award: Epic Land Solutions, Inc., HDR Engineering Inc., and Overland Pacific, & Cutler Inc. The selected firms communicated its depth of experience in successfully delivering transportation projects similar to projects included in SANBAG's program. In addition, each firm offered full service teams who demonstrated their ability to work seamlessly together. Examples of complex acquisitions and the resultant solutions were cited by these firms and further specifics about right-of-way, such as property management, hazardous materials testing, demolition, utility and railroad coordination was presented to the selection panel.

Awarding multiple contracts for right-of-way services will provide the flexibility in obtaining the needed resources while still having a competitive process. For a given scope of work, a Contract Task Order (CTO) will be issued to the firm based on the best response to the scope of work distributed to the three firms. Criteria for selection of CTO assignment will be CTO specific and may include staffing availability, expertise, cost and/or other critical factors. By utilizing this mechanism for assignment of CTOs staff will be more effective in meeting our project needs while competitively assigning work. To maintain the competitive component, the contract contains language stating that the Authority does not

guarantee a certain number of CTOs will be issued, nor does it guarantee that all firms will receive an equal number of CTOs.

The contracts that are the subject of this agreement will allow SANBAG to perform various right-of-way activities needed for Major Projects. Upcoming projects may include the Interstate 10 Corridor, State Route 210 Lane Addition, Interstate 215/Mount Vernon Ave Interchange, and other future grade separation or interchange projects under the Major Projects Program.

The current on call right-of-way contract will have expended approximately \$3M in about 18 months for eight different projects, and for general coordination and consultation. Based on these prior expenditures and considering the upcoming projects over the next few years, it is recommended that a total not-to-exceed amount for the three contracts be \$6 Million. Establishing a total amount for the three contracts will allow flexibility in which contract the funds are expended on, since it is likely that one consultant will receive a disproportionate share of the work.

A 5-year contract term is requested by staff to facilitate the continuity of a consultant on a project. The right-of-way process can extend from preliminary design to beyond the completion of construction. Eminent domain, demolition, property management, and hazardous materials testing activities are examples of activities that may occur after the construction phase begins, with eminent domain and right-of-way closeout frequently extending beyond the completion of construction. Having the same firm on a given project through all development phases allows for efficiencies.

Staff recommends approval of Contract Nos. C12242, C12243, C12244.

Financial Impact: This item is consistent with the SANBAG fiscal year 2012/2013 budget. Right-of-way activities performed under these contracts are budgeted under project tasks.

Reviewed By: This item will be reviewed by the Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contracts Manager have are currently reviewing these agreements as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 12242; C12243;
C12244

Amendment No. 0

By and Between

San Bernardino Associated Governments

and Epic (C12242); HDR (C12243); OPC
(C12244)

Contract Description On Call Right-of-Way and Other Specialty Right-of-Way Related Services

Board of Director's Meeting Date: July 11, 2012
Overview of BOD Action: RFP release approved BOD 1/2012

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	6,000,000.00	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	0	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	6,000,000.00	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 6,000,000.00

Contract Start Date 07/11/12	Current Contract Expiration Date 6/30/17	Revised Contract Expiration Date
Has the contract term been amended? <input type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>Various Major Projects</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY?				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract:				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

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

Task Manager (Print Name)

Project Manager (Print Name)

Contracts Manager (Print Name)

Chief Financial Officer Signature (Print Name)

6/14/12
Signature Date

6/14/12
Signature Date

Signature Date

Signature Date

ATTACHMENT "A"

Scope of Services

To provide

**ON-CALL RIGHT OF WAY AND OTHER SPECIALTY RIGHT OF WAY
RELATED SERVICES**

For

Various Projects in San Bernardino County

Contract Number: C12242

SCOPE OF WORK

San Bernardino Associated Governments (“SANBAG”), acting as San Bernardino County Transportation Authority (AUTHORITY) is issuing this Request for Proposals for a CONSULTANT to provide **ON-CALL RIGHT OF WAY AND OTHER SPECIALTY RIGHT OF WAY RELATED SERVICES** for a period of three (5) years with two one-year options for extension, to be exercised at the sole discretion of AUTHORITY, on an On-Call basis in support of current and future AUTHORITY Projects.

Such services may include, but are not limited to, the following work program:

A. PROJECT MANAGEMENT

This task covers typical project management services including the requirements for meetings, schedules, progress reports, and administration of the CONSULTANT work. Depending on the specific project assignment, AUTHORITY may require additional Project Management services to be performed by CONSULTANT but typical services anticipated at this time include, but are not limited to the following:

1. Coordination and Meetings

CONSULTANT shall meet with the relevant parties to discuss issues pertinent to the project assignments. CONSULTANT shall participate in project meetings (i.e. Project Development Team (PDT) meetings, Agency coordination meetings, workshops) and be prepared to discuss project status, issues, policy, or procedural issues. CONSULTANT shall bring progress plans as appropriate and assist in developing meeting notices, agenda, minutes and/or handouts as needed.

2. Administration

Administration shall include the following elements of the work:

- Supervise, coordinate, and monitor work for conformance with the appropriate standards and policies;
- Apply for and/or assist to obtain City approvals and permits as required;
- Prepare, circulate, and file correspondence and memoranda as appropriate;
- Maintain project files using the CALTRANS Uniform File System, unless otherwise directed by AUTHORITY.

3. Schedule and Progress Reports

CONSULTANT shall submit an initial Project Schedule for each Contract Task Order assignment. As directed by AUTHORITY, the schedule shall be tailored for project specific activities as appropriate to track right of way acquisition and project clearance activities from the initial appraisal phase through property possession. Following

approval by AUTHORITY, this schedule will become the Baseline Project Schedule and will be tracked throughout the duration of the project.

As directed by AUTHORITY, schedule updates will be part of a monthly Progress Report prepared by CONSULTANT that describes the project status, outstanding action items, and/or issues for AUTHORITY approval. If appropriate and requested by AUTHORITY, the schedule and/or Progress Report may require updating more frequently.

4. Quality Assurance/Quality Control (QA/QC) Plan

CONSULTANT shall maintain a Quality Assurance/Quality Control Plan throughout term of this Contract. The QA/QC Plan is intended to ensure that the appraisals, maps, reports, plans, studies, estimates, and other documents submitted under this Scope of Services are complete, accurate, checked, and proofread to meet professional standard practices in effect at the time of execution of the Contract.

Upon receipt of the Notice to Proceed (NTP), CONSULTANT shall discuss and explain their plan to provide a reasonable quality control check system and quality assurance program for the contract services described herein follow the applicable standard practices in effect at the time of execution of the Contract. Within twenty (20) working days of receiving the NTP, CONSULTANT shall submit a draft copy of the QA/QC Plan for review and approval by AUTHORITY. If requested by AUTHORITY, CONSULTANT shall modify and/or revise the QA/QC Plan as needed to appropriately control the project quality program for the contract.

B. RIGHT OF WAY ENGINEERING AND SURVEYING SERVICES

Right of Way Engineering and Surveying services may be needed on a specific project. The work shall be performed as needed and such services may include, but are not limited to, the following work program:

1. CONSULTANT shall provide right of way engineering and field surveying services including, but not limited to: preparing Boundary Maps, Monumentation Maps, Survey control maps, Records of Survey, Lot Line Adjustments, Subdivision maps, Parcel Maps, Appraisal maps, utility potholing information maps, Legal Descriptions & Plats, Certificates of Compliance, as described in the California Government Code Section 66499.35, and other right of way engineering services as directed by AUTHORITY.
2. CONSULTANT shall prepare Boundary, Monumentation and Survey Control maps showing all parcels and easement boundaries and their relationship to the land net monuments used to define them. In cases where AUTHORITY is working in conjunction with the) Caltrans , these maps shall conform to the State's manuals as follows: PLANS PREPARATION MANUAL, the RIGHT OF WAY MANUAL, SURVEYS MANUAL and the DRAFTING MANUAL in regard to content and appearance of said right of way engineering and field surveying products.

3. CONSULTANT shall utilize appropriate land surveying and land title practices to:
 - Establish all property and easement boundaries within and overlapping the project area.
 - Perform site reconnaissance and monument recovery.
 - Establish or reestablish all monumentation required by State law and local regulations.
 - File a Record of Survey, or Corner Recorder as necessary, to comply with the Land Surveyors Act.
 - The preparation, filing and associated fees will be the responsibility of CONSULTANTS

All data, maps and documents produced by CONSULTANT shall be subject to approval and acceptance by AUTHORITY's Project Manager. In the event of non-acceptance due to errors or omissions, CONSULTANT shall have seven calendar days to make corrections and return maps and documents to AUTHORITY. Final acceptance will occur only after the work product has been determined to conform to this documents scope of work and requirements.

4. All surveying and mapping work affecting the State of California Right of Way at any location, or along any route, shall be in accordance with State law and local regulation and the procedures and instructions contained in the Caltrans Right of Way Manual and the Caltrans Surveys Manual (Manual). Additionally, all such work shall be in accordance with the procedures and instructions contained in the Caltrans District 8 Right of Way Engineering Requirements for the Preparation Documents and Maps (Requirements). In the event of conflict, the Requirements shall be controlling. All Right of Way acquisitions by AUTHORITY with the intent to ultimately convey such acquisitions to the State, are considered State right of way acquisitions.
5. CONSULTANT shall appoint a Survey Manager who is a Licensed Land Surveyor or Licensed Civil Engineer, authorized to practice land surveying by the State of California. The Survey Manager will be responsible for all survey related work to be performed by CONSULTANTS for AUTHORITY.
6. Deliverables shall consist of three (3) originals to including special reports performed by agencies other than Consultant. All electronic files shall be provided on Compact Disc, "CD-R", or DVD, "DVD-R" formatted for the Microsoft Windows operating system. Any required electronic mapping, Base map, (Hardcopy), Monumentation map, Appraisal maps, etc. shall be in a format consistent with Microstation File (.DGN). Electronic documents shall be in ASCII text; Microsoft Word 2000 or 2003. Completed Record of Survey, (filed with the County Recorder) shall be formatted at full size for Adobe Acrobat professional (.PDF). A Mylar copy shall also be provided. All survey field notes shall also be in an Adobe Acrobat professional format.

7. If any legal issues exist during the course of an assignment, CONSULTANT shall coordinate with AUTHORITY who will request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.
8. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

C. RIGHT OF WAY APPRAISAL SERVICES FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND AGRICULTURAL PROPERTIES

As needed, CONSULTANT shall provide right of way appraisal services for developed or undeveloped residential, commercial, industrial and agricultural properties. CONSULTANT may be required to produce appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties. Such appraisal services may include, but are not limited to, the following work program:

1. CONSULTANT shall prepare appraisals in accordance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.), the California Code of Civil Procedure, the Uniform Standards of Professional Appraisal Practice (USPAP), and in some cases, the Uniform Appraisal Standards for Federal Land Acquisition Act. CONSULTANT must be licensed by the State of California.
2. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report, specialty reports and component valuations which may be performed by someone other than Consultant, and incorporated into the overall fair market valuation.
4. CONSULTANT may be required to meet with and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.
5. Appraisal reports may be reviewed for acceptance and independent approval by the review appraisers. Revisions may be required by reason of this review process. Consultants may be requested to complete and deliver revised and/or updated appraisals. In the event of non-acceptance due to errors or omissions, CONSULTANT shall have fifteen (15) calendar days to make corrections and return the revised appraisals to the review appraiser.

6. For proposed acquisitions, the owner of the real property or a designated representative will be invited by CONSULTANT to accompany the CONSULTANT during the inspection of the property. This invitation must be in the form of a letter entitled "Notice to Appraise" written by the CONSULTANT to the owner. A copy of the invitation will be included in the appraisal report.
7. It is the CONSULTANT's responsibility to contact AUTHORITY's project engineers for discussion and/or clarification of any project design matters. This is critical in the appraisal of partial acquisitions and easements where the CONSULTANT may need cross sections or other project engineering data to complete the report.
8. The highest and best use for the property in the before condition must be determined and supported. If a partial acquisition is involved, the highest and best use of the property in the after condition must be determined and supported. If the existing use is not the premise on which the valuation is based, the appraisal will contain an explanation justifying the determination that the property is available and adaptable for a different highest and best use and there is demand for that use in the market.
9. Where the acquisition involves only a part (or portion) of the property, the CONSULTANT will estimate any severance damages and special benefits to the remainder, including reasoning and market data to support the conclusion. The CONSULTANT will indicate if the remainder constitutes an economic or uneconomic unit in the market and/or to the present owner.
10. The California Eminent Domain Law will be followed in partial acquisitions. Special benefits are to be offset only against damages to the remainder in accordance with the law.
11. Appraisal for easement acquisitions will reflect the restrictive elements of the easement to be acquired and the potential effect of such elements on the utility of the property considering its highest and best use. Full details with respect to any interference with the highest and best use of the property affected must be explained and supported.
12. The CONSULTANT must estimate and support the economic rent, state the contract rent and the remaining term of the lease as of the date of value. Include lessor and lessee responsibilities for paying major expenses, e.g. taxes, insurance and maintenance.
13. CONSULTANT shall itemize in detail the "improvements pertaining to realty" (Eminent Domain Law-CCP Section 1263.205) showing their replacement cost new, depreciated value in place, salvage value if any, and relocation estimate. To the extent possible, determine the ownership claims of the Improvements Pertaining to the Realty.
14. In cases where the Appraisal Assignment requires a Specialty Appraisal (Furniture, Fixtures, Machinery and Equipment) and/or Specialists Reports (title, survey, soils, and engineering), CONSULTANT may be required to coordinate with AUTHORITY staff

and/or consultants for such services as directed by AUTHORITY. Fees charged by AUTHORITY staff and/or consultants for Specialty Appraisal and/or Specialists Reports shall be paid directly by AUTHORITY.

15. It is the CONSULTANT's responsibility to thoroughly review the Specialty Appraisal for adoption (with adjustments or not, as appropriate) and inclusion in the overall appraisal. The estimated values that the specialty items actually contribute to the overall value of the real estate will be separately stated but included in the total value of the property.
16. If any legal issues exist during the course of the appraisal assignment, CONSULTANT shall notify AUTHORITY who will request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.
17. It is the CONSULTANT's responsibility to contact AUTHORITY's project manager to arrange for legal counsel discussions and/or clarifications in identifying personal or real property.
18. If hazardous waste is discovered on the property, CONSULTANT shall seek further direction from AUTHORITY.
19. Additional Qualifications:
 - a. CONSULTANT shall have a minimum five years experience as full time appraiser
 - b. CONSULTANT shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
 - c. CONSULTANT shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
 - d. CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as an appraiser by any government or professional association.

D. APPRAISAL REVIEW SERVICES

As needed the AUTHORITY may request CONSULTANT for review appraisal services that may include, but are not limited to, the following work programs:

1. When required by AUTHORITY, CONSULTANT shall examine appraisals prepared by the Residential, Commercial, Industrial, Agricultural and/or Furniture, Fixtures, Machinery and Equipment appraisers.
2. CONSULTANT shall provide Review Appraisal Services based on nationally recognized appraisal standards and techniques, including those established by the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal Standards for Federal Land Acquisition; ensure compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of

Regulations CH 6, Art 1, Section 6000 et seq.), and the California Code of Civil Procedure. Comply with the requirements of the Caltrans Right of Way Manual, when applicable. CONSULTANT's Appraiser must be licensed by the State of California.

3. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions at any Administrative or Judicial proceeding.
4. CONSULTANT may be required to meet with and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.
5. It is the CONSULTANT's responsibility to contact AUTHORITY's project engineers for discussion and/or clarification of any project design matters. This is critical in reviewing appraisals of partial acquisitions and easements where engineering data have to be verified.
6. Review Appraiser shall examine appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions.
7. If the CONSULTANT is unable to recommend approval of an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined that it is not practical to obtain additional appraisal, CONSULTANT may develop appraisal documentation to recommend value.
8. COLNSULTANT's Review Appraiser and the CONSULTANT's Appraiser should discuss the appraisal assignment as soon work is assigned. The Review Appraiser and, if practical, the Appraiser should hold at least one field review in order to identify any legal issues that may exist. If any legal issues exist, the Review Appraiser shall request legal opinion.
9. All legal opinions shall be rendered by AUTHORITY's legal counsel and the appraisal prepared in accordance therewith.
10. CONSULTANT's Review Appraiser's certification of the recommended value of the property shall be set forth in a signed statement which identifies the appraisal reports reviewed and explains the basis for such recommendation. Any damages or benefits to any remaining property shall also be identified in the statement.
11. All reports and deliverables shall typically consist of three originals, including specialty reports which may be prepared by other consultants.
12. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

13. Additional Qualifications:

- a. CONSULTANT shall have a minimum five years experience as full time appraiser
- b. CONSULTANT shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
- c. CONSULTANT shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
- d. CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as an appraiser by any government or professional association.

E. GOODWILL APPRAISAL SERVICES

Such appraisal services may include, but are not limited to, the following work programs;

1. CONSULTANT's Appraiser shall prepare Goodwill Valuations in accordance with the California Code of Civil Procedure, and the Uniform Standards of Professional Appraisal Practice (USPAP). Appraiser must be licensed by the State of California.
2. Appraiser must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report.
4. Appraiser may be required to meet with and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, or other consultants or Caltrans staff; participate in office or project site meetings.
5. In valuing the loss of goodwill to a business, Appraiser shall rely upon the definition of fair market value found in Section 1263.320 of the California Code of Civil Procedure, and compensation for loss of goodwill as outlined in Section 1263.510 of the California Code of Civil Procedure.
6. It is the Appraiser's responsibility to contact AUTHORITY's staff for discussion and/or clarification of any project design matters as well as relocation sites for the business.
7. Appraiser shall work with and take direction from AUTHORITY legal counsel in the delivery of their reports.
8. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.
9. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective

delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

10. Additional Qualifications:

- a. CONSULTANT shall have a minimum of five years experience as a full time Goodwill appraiser.
- b. CONSULTANT shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
- c. CONSULTANT shall have completed a minimum ten Goodwill Valuation assignments in California involving potential acquisition pursuant to the laws of eminent domain.
- d. CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as a Goodwill Appraiser by any government body or professional association.

F. FURNITURE, FIXTURES, MACHINERY AND EQUIPMENT APPRAISAL SERVICES

Such appraisal services may include, but are not limited to, the following work program:

1. CONSULTANT shall prepare appraisals in accordance with the California Code of Civil Procedure, the Uniform Standards of Appraisal Practice (USPAP), the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.). Appraiser must be licensed by the State of California.
2. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report.
4. CONSULTANT may be required to meet with and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, or other consultants or Caltrans staff; participate in office or project site meetings.
5. It is the CONSULTANT's responsibility to contact AUTHORITY's project engineers for discussion and/or clarification of any project design matters.
6. It is the CONSULTANT responsibility to contact AUTHORITY's legal counsel for discussion and/or clarification in identifying personal or real property.

7. If any legal issues exist during the course of the appraisal assignment, CONSULTANT shall request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.
8. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.
9. Additional Qualifications:
 - a. CONSULTANT shall have a minimum five years experience as full time F F & E appraiser
 - b. CONSULTANT shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
 - c. CONSULTANT shall have completed a minimum ten F F & E appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
 - d. CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as an appraiser by any government or professional association.

G. RIGHT OF WAY ACQUISITION AND RELOCATION, REAL PROPERTY SEARCHES, IDENTIFICATION AND FEASIBILITY STUDIES FOR REPLACEMENT AND MITIGATION SITES, and COST ESTIMATES

CONSULTANT services may include, but are not limited to, the following work program:

1. All CONSULTANT work shall comply with applicable Federal, State and local statutes and regulations, including but not limited to, the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.); the California Code of Civil Procedure; the Uniform Standards for Federal Land Acquisition Act; the California Public Utilities Code; and the California Streets and Highways Code.
2. CONSULTANT deliverables shall typically consist of three (3) originals, together with specialist's reports which may be performed by someone other than CONSULTANT.
3. CONSULTANT may be required to meet and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, and other consultants or Caltrans staff; participate in office or project meetings.
4. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective

delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

5. CONSULTANT may be required to take direction from AUTHORITY's legal counsel in the delivery of services, and to provide testimony in any Administrative or Judicial proceeding related to services rendered by CONSULTANT to AUTHORITY.
6. If any legal issues exist during the course of CONSULTANT's performance of services required by AUTHORITY, CONSULTANT shall request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.
7. CONSULTANT may be required to review right of way acquisition and relocation files of current and past AUTHORITY projects to ensure compliance with applicable state and/or federal regulations.
8. CONSULTANT's Acquisition/Negotiation Agents must provide evidence of proper real estate license in the State of California.
9. CONSULTANT must demonstrate knowledge and experience in working with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the California Department of Transportation (Caltrans), railroad entities and major utility owners.
10. On a project by project basis and as needed, CONSULTANT shall assign individuals to key positions such as a Project Manager, an Acquisition/Negotiation Manager, a Relocation Assistance Manager, and a Utilities Relocation Coordinator who may not be replaced without the written consent of AUTHORITY.

H. TITLE AND ESCROW SERVICES

On-Call and as needed Title and Escrow Services conducted by CONSULTANT on behalf of AUTHORITY may include, but are not limited to, the following work program:

1. At the initiation of the work program, the CONSULTANT shall meet with AUTHORITY staff regarding AUTHORITY's requirements for specific title work and escrow services assignments.
2. CONSULTANT shall provide Preliminary Title Reports and Litigation Guaranties on all Fee Simple and less than Fee Simple property and property interests as requested by AUTHORITY.
3. CONSULTANT shall ensure that all Preliminary Title Reports are accurate and complete.

4. CONSULTANT shall provide all additional legal documents required by AUTHORITY, such as, copies of conveyance deed, deed restrictions, liens and encumbrances, title chains and the like.
5. CONSULTANT staff shall prepare and review all legal documents necessary to ensure that AUTHORITY is acquiring good title to the property or property interests to be purchased, free from liens and encumbrances.
6. CONSULTANT shall provide all necessary assistance to AUTHORITY to clear all exceptions stated in the Preliminary Title Reports, unless waived by AUTHORITY in writing.
7. CONSULTANT shall ensure that all conditions precedent and conditions subsequent provided for in Purchase and Sales Agreements are met and satisfied prior to Close of Escrow.
8. CONSULTANT shall prepare, subject to review and approval by AUTHORITY's Legal Counsel, Escrow Instructions for execution by AUTHORITY and the grantor(s) or grantee(s). CONSULTANT shall ensure that all legal requirements are satisfied prior to Close of Escrow.
9. CONSULTANT shall provide efficient Escrow Services to AUTHORITY and property owners involved in AUTHORITY related transactions.
10. CONSULTANT shall prepare all necessary conveyance documents; demand and release of lien/encumbrance documents and submit the same for approval by AUTHORITY Legal Counsel prior to close of escrow.
11. CONSULTANT shall obtain grantor(s) Tax Identification Number, Social Security Number, Employer Identification Number or Federal Employer Identification Number prior to Close of Escrow and provide the same to AUTHORITY.
12. CONSULTANT shall record all documents necessary for the acquisition of property/property rights, release of liens and encumbrances with the proper State, County and City recorder's office.
13. CONSULTANT shall prepare an Escrow Closing Schedule in accordance with written instructions from AUTHORITY and property owners.
14. CONSULTANT shall meet and coordinate its work with other right of way consultants as directed by AUTHORITY.
15. Immediately prior to Close of Escrow, CONSULTANT shall order and provide AUTHORITY with an Updated Preliminary Title Report to ensure that no new liens and/or encumbrances are recorded on the property/property interests to be acquired by AUTHORITY.

16. At Close of Escrow, CONSULTANT shall prepare and submit an Escrow Closing Statement to AUTHORITY and other parties to the transaction, together with copies of all documents conveying title to AUTHORITY, copies of releases of liens and encumbrances, receipt for payments made on behalf of AUTHORITY and the other parties to the transaction.
17. At Close of Escrow, the CONSULTANT shall issue a Standard Owner's Policy of Title Insurance effectively insuring AUTHORITY's interest and ownership of the property or property rights acquired, unless an ALTA Policy of Title Insurance is requested by AUTHORITY.
18. CONSULTANT shall provide multi-lingual services as needed for efficient closing of AUTHORITY transactions.
19. As requested by AUTHORITY, CONSULTANT may be required to testify in any administrative or judicial proceeding.
20. CONSULTANT shall perform any other normal procedures and processes necessary to implement the assignment or work program and shall provide any other supporting information and/or correspondence required by AUTHORITY.
21. CONSULTANT shall assign a Project Manager, a Title Office and an Escrow Officer to this procurement, which may not be replaced without the written consent of AUTHORITY.
22. If legal issues exist during CONSULTANT's performance of services required by AUTHORITY, CONSULTANT shall request legal opinion. All legal opinions shall be rendered or concurred to by AUTHORITY's legal counsel.
23. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or CONSULTANTS shall be paid directly by AUTHORITY.

I. PROPERTY MANAGEMENT, HAZARDOUS MATERIAL REMOVAL, DEMOLITION AND CLEARANCE SERVICES

On-Call and as needed Property Management, Hazardous Material Removal, Demolition and/or Clearance services support of current and future AUTHORITY Projects are needed by the AUTHORITY. If deemed necessary by AUTHORITY, CONSULTANT shall provide these services to AUTHORITY for all currently owned or acquired property, until the property is turned over to the contractor of AUTHORITY highway projects for construction, or as otherwise directed by AUTHORITY. All work will be performed in accordance with AUTHORITY's

policies and procedures, and federal, state and local regulations. Services, at a minimum, may include, but not be limited to the following:

A. General Property Management Services

1. Maintain a Certified Property Manager (CPM) on staff during the full term of the agreement and/or task order as necessary.
2. In cases where occupants need to remain in the property prior to relocation, administer temporary lease agreements, which include rent collection, ensure payment of utility bills and maintain decent living conditions for occupants. Prepare, maintain and submit a monthly Rent Collection and Receivables Aging Report.
3. Prepare and maintain a monthly Property Inventory Report.
4. After occupants have been relocated and properties are vacant, CONSULTANT shall coordinate with AUTHORITY to appropriately fence and secure properties and prevent trespassers, intruders and vandals from gaining entry to properties.
5. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work (i.e. perform soil testing, environmental clean-up) required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

B. Hazardous Material Removal, Demolition and Clearance

1. Surveys of buildings, Containers, etc.
The CONSULTANT may be required to provide survey activities. Survey activities may include the surveying and testing, as applicable, of buildings, structures, stored materials, tank contents and containers to determine whether hazardous waste or materials are present. The CONSULTANT may also be required to perform environmental site assessment work to confirm that the properties are free and clear of hazardous materials, potentially requiring the on call team to assist with required environmental assessment and/or site remediation work as directed by AUTHORITY.

Typical surveys or assessments may include, but not be limited to inspections for:

- Asbestos containing materials (ACM) in buildings and pipelines
- PCB containing materials in transformers, equipment, containers
- Fuels and other chemicals in tanks, barrels and storage containers
- Review of buildings or structures to determine whether hazardous materials are being used or stored
- The presence of lead paint
- Environmental Assessment (i.e. Phase 1, Phase 2)

Only when requested will a Certified Industrial Hygienist (CIH) be utilized for survey plans and work. Requests for a CIH will be through the project or task order process. When surveys are included in a task order, survey activities as well as results shall be included as a report or as part of the Site Investigation Report.

2. Removal and Disposal of Asbestos and Lead Paint

This work shall consist of identifying, quantifying, removing and disposing of materials containing friable and/or non-friable asbestos prior to the demolition of improvements and obtaining all necessary licenses, permits, certification and other documents needed for the work. No grinding equipment that may expose asbestos containing materials may be used.

CONSULTANT shall prepare a plan presenting the methods for removing, handling, transporting and disposing of friable or non-friable asbestos. Prior to submittal to the Project Manager, the local Air Quality Management District must approve the plans for friable asbestos. The submittal of these plans to the Southern California Air Quality Management District (SCAQMD) must occur 14 days prior to the start of work. This plan shall include identification of all Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) licenses, permits and certifications required for asbestos abatement work, removal, handling and transport.

All asbestos work and lead paint removal shall conform to federal, state and local laws governing the identification, preparation, workers, equipment, safety, monitoring, signing, fencing, removing, and hauling of friable and non-friable asbestos and shall supply copies or information on all applicable licenses, permits, and notifications required by applicable laws and regulations.

In cleaning sites that involve asbestos removal, CONSULTANT must be properly licensed for such work. CONSULTANT shall be responsible for maintaining, monitoring, securing, and posting the site in accordance with all laws, regulations and permits required for asbestos abatement work. The CONSULTANT shall be provided with an asbestos report prior to starting the job, and will be required to provide the AUTHORITY manager with copies of all documents required for abatement and certification at the conclusion of the removal and disposal of asbestos.

CONSULTANT shall use a California Uniform Hazardous Waste Manifest, which will be signed by the Project Manager or his designee. Project Manager will supply the EPA Generator number for the CONSULTANT if necessary.

CONSULTANT shall use hazardous waste haulers having current registration with the California Department of Health Services (CDOHS), and shall have a U. S. EPA Identification Number (US EPA ID Number). All vehicles used to transport hazardous waste shall have a valid Certificate of Compliance affixed to the vehicle.

Asbestos containerized for transportation to a disposal site shall be appropriately labeled. CONSULTANT shall pay any disposal site charges.

Non-friable asbestos containing material is to be considered hazardous waste. CONSULTANT shall take precautions during removal that it remains wet, breakage is minimized, minimal visual emissions are allowed and it is not physically altered or powdered to result in the release of free asbestos fibers.

If the CONSULTANT discovers any asbestos containing material or other hazardous waste not noted in the port provided by AUTHORITY, the CONSULTANT must stop work. The CONSULTANT must call the Project Manager and should give an estimate of cost for this unforeseen work. Said materials will be removed only after approval in writing by the Project Manager. The removal of unforeseen asbestos will comply with the requirements pertaining to removal and disposal of asbestos.

3. Hazardous and/or Toxic Waste or Materials

CONSULTANT shall immediately notify the Project Manager upon encountering any type of hazardous and/or toxic wastes or materials during the demolition and removal process. Project Manager will request an immediate site investigation by AUTHORITY's designated consultant.

Should it become necessary to terminate the demolition and removal process, CONSULTANT shall be compensated only for work in progress or actually completed. The amount of such compensation is to be determined by the Project Manager. No payment shall be made for delay or lost profits anticipated for uncompleted work.

Failure of the CONSULTANT to notify AUTHORITY of the presence of hazardous and/or toxic wastes or materials may result in legal liability to the CONSULTANT for all actual damages resulting to AUTHORITY.

4. Demolition and Clearance

CONSULTANT may be required to provide related demolition and clearance services, including but not limited to, demolition and clearance, removal of walls, fences, trees and shrubs, asbestos and lead based paint removal and disposal, site remediation of hazardous materials, and fencing or securing within 24 hours of Task Order execution. CONSULTANT shall work through a Demolition Contractor whom shall furnish all labor, tools, materials and equipment necessary to provide routine and/or emergency demolition and clearance services for residential, commercial and industrial properties. In the performance of this task, CONSULTANT shall at all times comply with all applicable laws, decisions, ordinances, statutes, rules, and regulations of the U. S. Government, the state of California, and any political subdivision or public authority thereof, including without limitation, tax, labor, prevailing wage, safety, security and social security laws and regulations. In addition, CONSULTANT shall perform the services

there under in a manner so as not to endanger the safety or any person and property.

CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices necessary for the due and lawful performance of work. CONSULTANT shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

CONSULTANT shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract.

CONSULTANT shall protect from damage all existing improvements and utilities near the work site, and on adjacent property owned by a third party, the locations of which are made known to or should be known by the CONSULTANT. CONSULTANT shall repair any damage, at its own cost or expense, to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the CONSULTANT fails or refused to repair the damage promptly, AUTHORITY may have the necessary work performed and charge the cost to the CONSULTANT.

5. Demolition and Clearance Special Provisions

All materials resulting from provision of demolition and clearance services shall become the property of the Demolition Contractor and shall be removed from the premises. Hazardous materials shall be disposed of in accordance with appropriate laws and regulations including OSHA Construction Standard (29 CFR 1926.1101) and EPA National Emission Standards for Hazardous Air Pollutants (NESHAP 40 CFR subpart M).

Sewer capping shall be the first order of work. CONSULTANT shall disconnect and cap sewer lines at the property line or back of sidewalk. All sewer capping shall be subject to inspection by the responsible agency. CONSULTANT shall notify the responsible agency a minimum of 24 hours prior to capping the sewer. The excavation resulting from the sewer cap operation shall be covered until inspection by the responsible agency and immediately backfilled after inspection. CONSULTANT or his representative shall be on the site at the time the responsible agency inspects the sewer cap.

Prior to starting demolition operations, CONSULTANT shall contact utility companies to verify the location of their service lines to be protected in place and/or verify removal of their service lines.

Prior to starting demolition operations adjacent to any public way, CONSULTANT shall erect a protection fence. A protection fence will not be necessary when the distance from the improvement to the public way is more than one-half the height of the improvement being demolished.

Where a protection fence is erected on a public sidewalk, a pedestrian walkway shall be provided. The walkway and sidewalk shall meet the Code requirements established by the City where the project is located. The required width of the walkway shall be unobstructed.

No structural member in any level shall be demolished or removed until the level next above is completely removed, excepting Class "A" masonry and/or concrete improvements, subject to the approval of the responsible agency.

The cleaning of brick on the site is prohibited. CONSULTANT shall break the floor of and fill all basements, pits, and sumps and backfill all excavations resulting from the removal operations.

CONSULTANT shall not proceed from one item of work to the next until the previous item is in non-hazardous condition and all combustible material has been removed.

CONSULTANT shall clear and grub all trees, shrubs and vegetation unless otherwise specified in a task order. Tree removal shall include removing the major root ball and backfilling the resulting excavations.

CONSULTANT shall not remove fencing adjoining improved property unless instructed to do so by the Project Manager.

Unless specifically stated otherwise in these provisions, AUTHORITY assumes no responsibility for conditions not evident at the time of bid openings or for subsequent change or damage of any nature to the improvements not within the control of the Agencies.

The Project Manager reserves the right to remove such items from the improvements as deemed suitable before directing CONSULTANT to begin demolition operations.

6. Workmanship

The workmanship shall be in conformance with the building codes of the state, county, and city in which the work is being done. CONSULTANT shall conduct operations in such a manner to cause the least obstruction and/or inconvenience to the surrounding tenants and/or property owners.

It is the CONSULTANT's responsibility to notify the Project Manager to have all work inspected within 24 hours of work completion for final inspection of work. CONSULTANT shall leave each work site in a clean and neat condition, and shall haul away and legally discard any materials or debris caused by work actions from the job site, at no additional cost.

7. Coordination of Work with other AUTHORITY consultants.

As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work (i.e. perform soil testing, environmental clean-up) required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

8. Estimated Time of Completion

Precise time frame for completion of work will be specified in the task order to be issued upon award of work. The exact time frame will depend on the volume and type of work, typically within 45 calendar days, including Southern California Air Quality management District (SCAQMD) notification.

9. Deliverables

Deliverables will be identified in the specific Contract Task Order.

J. RELOCATION SERVICES

The CONSULTANT shall provide a Relocation Assistance Coordinator, as needed, to implement the Relocation Assistance Program (RAP) in accordance with applicable laws, regulations, and policies. Services required include but are not limited to:

1. Implement the Uniform Act and other requirements.
2. Prepare Relocation Impact Documents (RID), Replacement Housing Valuations, and other R/W Planning documents.
3. Identify that sufficient consultants are available to perform the RAP requirements of the project such that there is adequate time to spend with each displace to ensure the appropriate level of advisory assistance is provided and that claims are processed in a timely manner.
4. Coordinate increase of rental rates with Caltrans R/W staff to ensure that increases for RAP eligible occupants are in accordance with rental policy for residential rental rates. Increases in rental rates for 90-day Occupants may drastically affect their entitlements.
5. Perform inspections of the real property just prior to or at the close of escrow to

determine if the acquired items of realty are still on-site, and explain to the displaced who will remain in occupancy that they are responsible for maintenance of the property until they vacate.

Describe grace period, if any, for businesses renting from the State, in the rental agreement.

K. UTILITY RELOCATION COORDINATOR

CONSULTANT shall provide a Utility Relocation Coordinator with knowledge and experience with Local, State, and Federal laws, policies, and procedures that deal with Utility Relocation to verify utilities, identify utility conflicts, coordinate utility relocation, and manage and track billings related to these activities for utilities in physical conflict or in violation of the Department's utility accommodation policy for transportation projects. Additionally, the Utilities' Relocation Coordinator shall be knowledgeable in liability determination for cost of utility relocation by understanding and using Master Contracts between Caltrans and utility companies, State Streets and Highways Code, and Statutes relating to the Department of Transportation.

1. CONSULTANT shall establish files that document action taken or recommended.
2. Prepare estimates based on possible relocations. Update and revise the estimates when necessary.
3. Identify and verify all utility facilities lying within existing and proposed rights of way.
4. Coordinate all positive location requirements for all high/low risk utility facilities within the project limits.
5. Coordinate "avoidance" and relocation of facilities.
6. Assist in preparing and/or reviewing: encroachment exception requests, high/low risk policy exceptions, FHWA Request for Authorization packages, FHWA Approval of Utility Agreement, portions of the Right of Way Data Sheets, portions of the R/W Certification document.
7. Prepare Notices to Owners, Utility Agreements, and Encroachment Permits.
8. Verify relocation billings and process for payment when acceptable.

L. RAILROAD COORDINATOR

On an On-Call basis, CONSULTANT shall provide a railroad coordinator to lead the efforts required to provide clearance between the subject railroad and other agencies to perform design and construction activities. Other agencies may consist of the Authority, Caltrans, and/or cities.

Services shall include, but are not limited to:

1. Coordinate with PM, AUTHORITY, and other agencies.
2. Schedule and coordinate meetings with the various agencies and the railroad.
3. Develop a schedule of activities required for clearance.
4. Monitor the activities and action items and report this to the right of way project manager regularly.
5. Prepare required documentation.

ATTACHMENT 'B'

Epic Land Solutions, Inc.

San Bernardino Associated Governments (SANBAG)

On Call Right of Way and Other Right of Way Related Specialty Services

June 14, 2012

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Principal	\$62.50		
Project Manager	\$62.50		
Assistant Project Manager/Certified Property Manager	\$50.48		
Principal/Advisory Manager	\$62.50		
Advisory Manager	\$47.12		
Appraisal Manager	\$60.00		
Railroad Coordinator	\$70.00		
Utility Relocation Manager	\$49.50		
Utility/Railroad/Relocation Agent	\$40.00		
Senior Agent	\$45.00		
Property Administrator	\$40.00		
Principal/IT Manager	\$62.50		
Mapping/Database/GIS/QC Manager	\$38.46		
Director of Operations	\$48.08		
Controller	\$37.50		
Budget & Control Analyst	\$38.00		
Title/Environmental Coordinator/Support	\$22.93		
Technology Analyst	\$19.23		
Technician	\$16.83		
IT Support	\$19.00		
Senior Acquisition Agent	\$65.00		
Senior Acquisition Agent	\$35.00		
Senior Acquisition Agent	\$26.44		
Acquisition Agent	\$35.00		
Acquisition Agent	\$30.00		
Acquisition Agent	\$26.20		
Acquisition Agent	\$40.87		
Acquisition/Relocation/Utility Agent	\$20.43		
Acquisition Agent	\$43.27		
Relocation Agent	\$28.80		
Relocation Agent	\$28.00		
Relocation Agent	\$40.87		
Relocation Agent	\$21.63		
Utility Agent	\$20.00		
Railroad Agent	\$12.00		

Subtotal Hours & Direct Labor Costs	0	<u>TBD</u>
Anticipated Salary Increases		<u>Per contract</u>
Total Direct Labor Costs		<u>TBD</u> (1)

II. INDIRECT COSTS

INDIRECT RATE	164.00 % x	\$ <u>TBD</u>	=	Subtotal	<u>TBD</u> (2)
		Subtotal (1)			

III. FEE (PROFIT)

	8 % x	\$ <u>TBD</u>	=	Subtotal	<u>TBD</u> (3)
		Total (1) + (2)			

IV. OTHER DIRECT COSTS

Item	Amount
Per Diem	IRS allowable
Car Mileage	IRS allowable
Travel	IRS allowable
Computer Charges	at cost
Photocopies (Black & White)	at cost
Photocopies (Color))	at cost
Commercial Printing	at cost
Mail/Courier	at cost
Photographs	at cost
On Line Data Services	at cost
Fencing Rentals	at cost
Board ups	at cost
Potholing	at cost
Subconsultants	at cost
Preliminary Title Reports	\$450-\$850
Litigation Guarantee (up to \$1,000,000)	\$375-\$3,000
CLTA Policy of Title Insurance (up to \$1,000,000)	\$396-\$2,800
Escrow Fee	\$630-\$2,300
Residential Appraisal - SFR	\$2,000-\$4,000
Residential Appraisal - MFR	\$4,000-\$8,000
Commercial Appraisal-Non-complex	\$3,000-\$7,000
Commercial Appraisal-Complex	\$8,000-TBD
Industrial Appraisal-Non-complex	\$3,000-\$7,000
Industrial Appraisal - Complex	\$8,000-TBD
Agricultural-Unimproved Full-take	\$7,000-\$10,000
Agricultural-Improved Full-take	\$3,000-\$5,000
Appraisal Review - Residential SFR	\$1,000-\$2,000
Appraisal Review - Residential MFR	\$2,000-\$4,000
Appraisal Review - Commercial Non-complex	\$1,500-\$3,000
Appraisal Review - Commercial Complex	\$4,000-TBD
Appraisal Review - Industrial Non-complex	\$1,500-\$3,000
Appraisal Review - Industrial Complex	\$4,000-TBD
Appraisal Review - Agricultural Unimproved Full-take	\$3,500-\$10,000
Appraisal Review - Agricultural Improved Full-take	\$1,500-\$2,500
<i>Partial Acquisition Requires Additional Fees</i>	
Furniture, Fixture & Equipment Appraisal - Non-complex	\$2,500-\$7,000
Furniture, Fixture & Equipment Appraisal - Complex	\$8,000-TBD
Goodwill Appraisals	\$5,000-TBD

V. SUBCONSULTANTS COST

Towill
 Psomas
 David Evans & Associates
 Coast Surveying, Inc
 Partner Engineering and Science
 Building Analytics
 Converse
 Eco and Associates
 Lawyers Title, Chicago Title, Stewart Title
 Riggs & Riggs
 Kiley Company
 Mason & Mason

Integra Realty Resources
 LP Laurain & Associates
 Penner & Associates
 Valentine Appraisal & Associates
 Perdue & Routh Real Estate Appraisal
 Norris Realty
 Desmond, Marcello & Amster
 Donna Desmond Associates
 Crockett & Associates
 Hodges Lacey & Associates
 Joshua Grading & Excavating, Inc
 Infinity Security Services
 J & G Industries

Resource Environmental , Inc

VI. TOTAL AMOUNT

TBD

(Total 1-5)

ATTACHMENT "A"

Scope of Services

To provide

**ON-CALL RIGHT OF WAY AND OTHER SPECIALTY RIGHT OF WAY
RELATED SERVICES**

For

Various Projects in San Bernardino County

Contract Number: C12243

SCOPE OF WORK

San Bernardino Associated Governments (“SANBAG”), acting as San Bernardino County Transportation Authority (AUTHORITY) is issuing this Request for Proposals for a CONSULTANT to provide **ON-CALL RIGHT OF WAY AND OTHER SPECIALTY RIGHT OF WAY RELATED SERVICES** for a period of three (5) years with two one-year options for extension, to be exercised at the sole discretion of AUTHORITY, on an On-Call basis in support of current and future AUTHORITY Projects.

Such services may include, but are not limited to, the following work program:

A. PROJECT MANAGEMENT

This task covers typical project management services including the requirements for meetings, schedules, progress reports, and administration of the CONSULTANT work. Depending on the specific project assignment, AUTHORITY may require additional Project Management services to be performed by CONSULTANT but typical services anticipated at this time include, but are not limited to the following:

1. Coordination and Meetings

CONSULTANT shall meet with the relevant parties to discuss issues pertinent to the project assignments. CONSULTANT shall participate in project meetings (i.e. Project Development Team (PDT) meetings, Agency coordination meetings, workshops) and be prepared to discuss project status, issues, policy, or procedural issues. CONSULTANT shall bring progress plans as appropriate and assist in developing meeting notices, agenda, minutes and/or handouts as needed.

2. Administration

Administration shall include the following elements of the work:

- Supervise, coordinate, and monitor work for conformance with the appropriate standards and policies;
- Apply for and/or assist to obtain City approvals and permits as required;
- Prepare, circulate, and file correspondence and memoranda as appropriate;
- Maintain project files using the CALTRANS Uniform File System, unless otherwise directed by AUTHORITY.

3. Schedule and Progress Reports

CONSULTANT shall submit an initial Project Schedule for each Contract Task Order assignment. As directed by AUTHORITY, the schedule shall be tailored for project specific activities as appropriate to track right of way acquisition and project clearance activities from the initial appraisal phase through property possession. Following

approval by AUTHORITY, this schedule will become the Baseline Project Schedule and will be tracked throughout the duration of the project.

As directed by AUTHORITY, schedule updates will be part of a monthly Progress Report prepared by CONSULTANT that describes the project status, outstanding action items, and/or issues for AUTHORITY approval. If appropriate and requested by AUTHORITY, the schedule and/or Progress Report may require updating more frequently.

4. Quality Assurance/Quality Control (QA/QC) Plan

CONSULTANT shall maintain a Quality Assurance/Quality Control Plan throughout term of this Contract. The QA/QC Plan is intended to ensure that the appraisals, maps, reports, plans, studies, estimates, and other documents submitted under this Scope of Services are complete, accurate, checked, and proofread to meet professional standard practices in effect at the time of execution of the Contract.

Upon receipt of the Notice to Proceed (NTP), CONSULTANT shall discuss and explain their plan to provide a reasonable quality control check system and quality assurance program for the contract services described herein follow the applicable standard practices in effect at the time of execution of the Contract. Within twenty (20) working days of receiving the NTP, CONSULTANT shall submit a draft copy of the QA/QC Plan for review and approval by AUTHORITY. If requested by AUTHORITY, CONSULTANT shall modify and/or revise the QA/QC Plan as needed to appropriately control the project quality program for the contract.

B. RIGHT OF WAY ENGINEERING AND SURVEYING SERVICES

Right of Way Engineering and Surveying services may be needed on a specific project. The work shall be performed as needed and such services may include, but are not limited to, the following work program:

1. CONSULTANT shall provide right of way engineering and field surveying services including, but not limited to: preparing Boundary Maps, Monumentation Maps, Survey control maps, Records of Survey, Lot Line Adjustments, Subdivision maps, Parcel Maps, Appraisal maps, utility potholing information maps, Legal Descriptions & Plats, Certificates of Compliance, as described in the California Government Code Section 66499.35, and other right of way engineering services as directed by AUTHORITY.
2. CONSULTANT shall prepare Boundary, Monumentation and Survey Control maps showing all parcels and easement boundaries and their relationship to the land net monuments used to define them. In cases where AUTHORITY is working in conjunction with the) Caltrans , these maps shall conform to the State's manuals as follows: PLANS PREPARATION MANUAL, the RIGHT OF WAY MANUAL, SURVEYS MANUAL and the DRAFTING MANUAL in regard to content and appearance of said right of way engineering and field surveying products.

3. CONSULTANT shall utilize appropriate land surveying and land title practices to:
 - Establish all property and easement boundaries within and overlapping the project area.
 - Perform site reconnaissance and monument recovery.
 - Establish or reestablish all monumentation required by State law and local regulations.
 - File a Record of Survey, or Corner Recorder as necessary, to comply with the Land Surveyors Act.
 - The preparation, filing and associated fees will be the responsibility of CONSULTANTS

All data, maps and documents produced by CONSULTANT shall be subject to approval and acceptance by AUTHORITY's Project Manager. In the event of non-acceptance due to errors or omissions, CONSULTANT shall have seven calendar days to make corrections and return maps and documents to AUTHORITY. Final acceptance will occur only after the work product has been determined to conform to this documents scope of work and requirements.

4. All surveying and mapping work affecting the State of California Right of Way at any location, or along any route, shall be in accordance with State law and local regulation and the procedures and instructions contained in the Caltrans Right of Way Manual and the Caltrans Surveys Manual (Manual). Additionally, all such work shall be in accordance with the procedures and instructions contained in the Caltrans District 8 Right of Way Engineering Requirements for the Preparation Documents and Maps (Requirements). In the event of conflict, the Requirements shall be controlling. All Right of Way acquisitions by AUTHORITY with the intent to ultimately convey such acquisitions to the State, are considered State right of way acquisitions.
5. CONSULTANT shall appoint a Survey Manager who is a Licensed Land Surveyor or Licensed Civil Engineer, authorized to practice land surveying by the State of California. The Survey Manager will be responsible for all survey related work to be performed by CONSULTANTS for AUTHORITY.
6. Deliverables shall consist of three (3) originals to including special reports performed by agencies other than Consultant. All electronic files shall be provided on Compact Disc, "CD-R", or DVD, "DVD-R" formatted for the Microsoft Windows operating system. Any required electronic mapping, Base map, (Hardcopy), Monumentation map, Appraisal maps, etc. shall be in a format consistent with Microstation File (.DGN). Electronic documents shall be in ASCII text; Microsoft Word 2000 or 2003. Completed Record of Survey, (filed with the County Recorder) shall be formatted at full size for Adobe Acrobat professional (.PDF). A Mylar copy shall also be provided. All survey field notes shall also be in an Adobe Acrobat professional format.

7. If any legal issues exist during the course of an assignment, CONSULTANT shall coordinate with AUTHORITY who will request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.
8. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

C. RIGHT OF WAY APPRAISAL SERVICES FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND AGRICULTURAL PROPERTIES

As needed, CONSULTANT shall provide right of way appraisal services for developed or undeveloped residential, commercial, industrial and agricultural properties. CONSULTANT may be required to produce appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties. Such appraisal services may include, but are not limited to, the following work program:

1. CONSULTANT shall prepare appraisals in accordance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.), the California Code of Civil Procedure, the Uniform Standards of Professional Appraisal Practice (USPAP), and in some cases, the Uniform Appraisal Standards for Federal Land Acquisition Act. CONSULTANT must be licensed by the State of California.
2. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report, specialty reports and component valuations which may be performed by someone other than Consultant, and incorporated into the overall fair market valuation.
4. CONSULTANT may be required to meet with and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.
5. Appraisal reports may be reviewed for acceptance and independent approval by the review appraisers. Revisions may be required by reason of this review process. Consultants may be requested to complete and deliver revised and/or updated appraisals. In the event of non-acceptance due to errors or omissions, CONSULTANT shall have fifteen (15) calendar days to make corrections and return the revised appraisals to the review appraiser.

6. For proposed acquisitions, the owner of the real property or a designated representative will be invited by CONSULTANT to accompany the CONSULTANT during the inspection of the property. This invitation must be in the form of a letter entitled "Notice to Appraise" written by the CONSULTANT to the owner. A copy of the invitation will be included in the appraisal report.
7. It is the CONSULTANT's responsibility to contact AUTHORITY's project engineers for discussion and/or clarification of any project design matters. This is critical in the appraisal of partial acquisitions and easements where the CONSULTANT may need cross sections or other project engineering data to complete the report.
8. The highest and best use for the property in the before condition must be determined and supported. If a partial acquisition is involved, the highest and best use of the property in the after condition must be determined and supported. If the existing use is not the premise on which the valuation is based, the appraisal will contain an explanation justifying the determination that the property is available and adaptable for a different highest and best use and there is demand for that use in the market.
9. Where the acquisition involves only a part (or portion) of the property, the CONSULTANT will estimate any severance damages and special benefits to the remainder, including reasoning and market data to support the conclusion. The CONSULTANT will indicate if the remainder constitutes an economic or uneconomic unit in the market and/or to the present owner.
10. The California Eminent Domain Law will be followed in partial acquisitions. Special benefits are to be offset only against damages to the remainder in accordance with the law.
11. Appraisal for easement acquisitions will reflect the restrictive elements of the easement to be acquired and the potential effect of such elements on the utility of the property considering its highest and best use. Full details with respect to any interference with the highest and best use of the property affected must be explained and supported.
12. The CONSULTANT must estimate and support the economic rent, state the contract rent and the remaining term of the lease as of the date of value. Include lessor and lessee responsibilities for paying major expenses, e.g. taxes, insurance and maintenance.
13. CONSULTANT shall itemize in detail the "improvements pertaining to realty" (Eminent Domain Law-CCP Section 1263.205) showing their replacement cost new, depreciated value in place, salvage value if any, and relocation estimate. To the extent possible, determine the ownership claims of the Improvements Pertaining to the Realty.
14. In cases where the Appraisal Assignment requires a Specialty Appraisal (Furniture, Fixtures, Machinery and Equipment) and/or Specialists Reports (title, survey, soils, and engineering), CONSULTANT may be required to coordinate with AUTHORITY staff

and/or consultants for such services as directed by AUTHORITY. Fees charged by AUTHORITY staff and/or consultants for Specialty Appraisal and/or Specialists Reports shall be paid directly by AUTHORITY.

15. It is the CONSULTANT's responsibility to thoroughly review the Specialty Appraisal for adoption (with adjustments or not, as appropriate) and inclusion in the overall appraisal. The estimated values that the specialty items actually contribute to the overall value of the real estate will be separately stated but included in the total value of the property.
16. If any legal issues exist during the course of the appraisal assignment, CONSULTANT shall notify AUTHORITY who will request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.
17. It is the CONSULTANT's responsibility to contact AUTHORITY's project manager to arrange for legal counsel discussions and/or clarifications in identifying personal or real property.
18. If hazardous waste is discovered on the property, CONSULTANT shall seek further direction from AUTHORITY.
19. Additional Qualifications:
 - a. CONSULTANT shall have a minimum five years experience as full time appraiser
 - b. CONSULTANT shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
 - c. CONSULTANT shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
 - d. CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as an appraiser by any government or professional association.

D. APPRAISAL REVIEW SERVICES

As needed the AUTHORITY may request CONSULTANT for review appraisal services that may include, but are not limited to, the following work programs:

1. When required by AUTHORITY, CONSULTANT shall examine appraisals prepared by the Residential, Commercial, Industrial, Agricultural and/or Furniture, Fixtures, Machinery and Equipment appraisers.
2. CONSULTANT shall provide Review Appraisal Services based on nationally recognized appraisal standards and techniques, including those established by the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal Standards for Federal Land Acquisition; ensure compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of

Regulations CH 6, Art 1, Section 6000 et seq.), and the California Code of Civil Procedure. Comply with the requirements of the Caltrans Right of Way Manual, when applicable. CONSULTANT's Appraiser must be licensed by the State of California.

3. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions at any Administrative or Judicial proceeding.
4. CONSULTANT may be required to meet with and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.
5. It is the CONSULTANT's responsibility to contact AUTHORITY's project engineers for discussion and/or clarification of any project design matters. This is critical in reviewing appraisals of partial acquisitions and easements where engineering data have to be verified.
6. Review Appraiser shall examine appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions.
7. If the CONSULTANT is unable to recommend approval of an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined that it is not practical to obtain additional appraisal, CONSULTANT may develop appraisal documentation to recommend value.
8. COLNSULTANT's Review Appraiser and the CONSULTANT's Appraiser should discuss the appraisal assignment as soon work is assigned. The Review Appraiser and, if practical, the Appraiser should hold at least one field review in order to identify any legal issues that may exist. If any legal issues exist, the Review Appraiser shall request legal opinion.
9. All legal opinions shall be rendered by AUTHORITY's legal counsel and the appraisal prepared in accordance therewith.
10. CONSULTANT's Review Appraiser's certification of the recommended value of the property shall be set forth in a signed statement which identifies the appraisal reports reviewed and explains the basis for such recommendation. Any damages or benefits to any remaining property shall also be identified in the statement.
11. All reports and deliverables shall typically consist of three originals, including specialty reports which may be prepared by other consultants.
12. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

13. Additional Qualifications:

- a. CONSULTANT shall have a minimum five years experience as full time appraiser
- b. CONSULTANT shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
- c. CONSULTANT shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
- d. CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as an appraiser by any government or professional association.

E. GOODWILL APPRAISAL SERVICES

Such appraisal services may include, but are not limited to, the following work programs;

1. CONSULTANT's Appraiser shall prepare Goodwill Valuations in accordance with the California Code of Civil Procedure, and the Uniform Standards of Professional Appraisal Practice (USPAP). Appraiser must be licensed by the State of California.
2. Appraiser must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report.
4. Appraiser may be required to meet with and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, or other consultants or Caltrans staff; participate in office or project site meetings.
5. In valuing the loss of goodwill to a business, Appraiser shall rely upon the definition of fair market value found in Section 1263.320 of the California Code of Civil Procedure, and compensation for loss of goodwill as outlined in Section 1263.510 of the California Code of Civil Procedure.
6. It is the Appraiser's responsibility to contact AUTHORITY's staff for discussion and/or clarification of any project design matters as well as relocation sites for the business.
7. Appraiser shall work with and take direction from AUTHORITY legal counsel in the delivery of their reports.
8. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.
9. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective

delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

10. Additional Qualifications:

- a. CONSULTANT shall have a minimum of five years experience as a full time Goodwill appraiser.
- b. CONSULTANT shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
- c. CONSULTANT shall have completed a minimum ten Goodwill Valuation assignments in California involving potential acquisition pursuant to the laws of eminent domain.
- d. CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as a Goodwill Appraiser by any government body or professional association.

F. FURNITURE, FIXTURES, MACHINERY AND EQUIPMENT APPRAISAL SERVICES

Such appraisal services may include, but are not limited to, the following work program:

1. CONSULTANT shall prepare appraisals in accordance with the California Code of Civil Procedure, the Uniform Standards of Appraisal Practice (USPAP), the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.). Appraiser must be licensed by the State of California.
2. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report.
4. CONSULTANT may be required to meet with and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, or other consultants or Caltrans staff; participate in office or project site meetings.
5. It is the CONSULTANT's responsibility to contact AUTHORITY's project engineers for discussion and/or clarification of any project design matters.
6. It is the CONSULTANT responsibility to contact AUTHORITY's legal counsel for discussion and/or clarification in identifying personal or real property.

7. If any legal issues exist during the course of the appraisal assignment, CONSULTANT shall request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.
8. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.
9. Additional Qualifications:
 - a. CONSULTANT shall have a minimum five years experience as full time F F & E appraiser
 - b. CONSULTANT shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
 - c. CONSULTANT shall have completed a minimum ten F F & E appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
 - d. CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as an appraiser by any government or professional association.

G. RIGHT OF WAY ACQUISITION AND RELOCATION, REAL PROPERTY SEARCHES, IDENTIFICATION AND FEASIBILITY STUDIES FOR REPLACEMENT AND MITIGATION SITES, and COST ESTIMATES

CONSULTANT services may include, but are not limited to, the following work program:

1. All CONSULTANT work shall comply with applicable Federal, State and local statutes and regulations, including but not limited to, the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.); the California Code of Civil Procedure; the Uniform Standards for Federal Land Acquisition Act; the California Public Utilities Code; and the California Streets and Highways Code.
2. CONSULTANT deliverables shall typically consist of three (3) originals, together with specialist's reports which may be performed by someone other than CONSULTANT.
3. CONSULTANT may be required to meet and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, and other consultants or Caltrans staff; participate in office or project meetings.
4. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective

delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

5. CONSULTANT may be required to take direction from AUTHORITY's legal counsel in the delivery of services, and to provide testimony in any Administrative or Judicial proceeding related to services rendered by CONSULTANT to AUTHORITY.
6. If any legal issues exist during the course of CONSULTANT's performance of services required by AUTHORITY, CONSULTANT shall request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.
7. CONSULTANT may be required to review right of way acquisition and relocation files of current and past AUTHORITY projects to ensure compliance with applicable state and/or federal regulations.
8. CONSULTANT's Acquisition/Negotiation Agents must provide evidence of proper real estate license in the State of California.
9. CONSULTANT must demonstrate knowledge and experience in working with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the California Department of Transportation (Caltrans), railroad entities and major utility owners.
10. On a project by project basis and as needed, CONSULTANT shall assign individuals to key positions such as a Project Manager, an Acquisition/Negotiation Manager, a Relocation Assistance Manager, and a Utilities Relocation Coordinator who may not be replaced without the written consent of AUTHORITY.

H. TITLE AND ESCROW SERVICES

On-Call and as needed Title and Escrow Services conducted by CONSULTANT on behalf of AUTHORITY may include, but are not limited to, the following work program:

1. At the initiation of the work program, the CONSULTANT shall meet with AUTHORITY staff regarding AUTHORITY's requirements for specific title work and escrow services assignments.
2. CONSULTANT shall provide Preliminary Title Reports and Litigation Guaranties on all Fee Simple and less than Fee Simple property and property interests as requested by AUTHORITY.
3. CONSULTANT shall ensure that all Preliminary Title Reports are accurate and complete.

4. CONSULTANT shall provide all additional legal documents required by AUTHORITY, such as, copies of conveyance deed, deed restrictions, liens and encumbrances, title chains and the like.
5. CONSULTANT staff shall prepare and review all legal documents necessary to ensure that AUTHORITY is acquiring good title to the property or property interests to be purchased, free from liens and encumbrances.
6. CONSULTANT shall provide all necessary assistance to AUTHORITY to clear all exceptions stated in the Preliminary Title Reports, unless waived by AUTHORITY in writing.
7. CONSULTANT shall ensure that all conditions precedent and conditions subsequent provided for in Purchase and Sales Agreements are met and satisfied prior to Close of Escrow.
8. CONSULTANT shall prepare, subject to review and approval by AUTHORITY's Legal Counsel, Escrow Instructions for execution by AUTHORITY and the grantor(s) or grantee(s). CONSULTANT shall ensure that all legal requirements are satisfied prior to Close of Escrow.
9. CONSULTANT shall provide efficient Escrow Services to AUTHORITY and property owners involved in AUTHORITY related transactions.
10. CONSULTANT shall prepare all necessary conveyance documents; demand and release of lien/encumbrance documents and submit the same for approval by AUTHORITY Legal Counsel prior to close of escrow.
11. CONSULTANT shall obtain grantor(s) Tax Identification Number, Social Security Number, Employer Identification Number or Federal Employer Identification Number prior to Close of Escrow and provide the same to AUTHORITY.
12. CONSULTANT shall record all documents necessary for the acquisition of property/property rights, release of liens and encumbrances with the proper State, County and City recorder's office.
13. CONSULTANT shall prepare an Escrow Closing Schedule in accordance with written instructions from AUTHORITY and property owners.
14. CONSULTANT shall meet and coordinate its work with other right of way consultants as directed by AUTHORITY.
15. Immediately prior to Close of Escrow, CONSULTANT shall order and provide AUTHORITY with an Updated Preliminary Title Report to ensure that no new liens and/or encumbrances are recorded on the property/property interests to be acquired by AUTHORITY.

16. At Close of Escrow, CONSULTANT shall prepare and submit an Escrow Closing Statement to AUTHORITY and other parties to the transaction, together with copies of all documents conveying title to AUTHORITY, copies of releases of liens and encumbrances, receipt for payments made on behalf of AUTHORITY and the other parties to the transaction.
17. At Close of Escrow, the CONSULTANT shall issue a Standard Owner's Policy of Title Insurance effectively insuring AUTHORITY's interest and ownership of the property or property rights acquired, unless an ALTA Policy of Title Insurance is requested by AUTHORITY.
18. CONSULTANT shall provide multi-lingual services as needed for efficient closing of AUTHORITY transactions.
19. As requested by AUTHORITY, CONSULTANT may be required to testify in any administrative or judicial proceeding.
20. CONSULTANT shall perform any other normal procedures and processes necessary to implement the assignment or work program and shall provide any other supporting information and/or correspondence required by AUTHORITY.
21. CONSULTANT shall assign a Project Manager, a Title Office and an Escrow Officer to this procurement, which may not be replaced without the written consent of AUTHORITY.
22. If legal issues exist during CONSULTANT's performance of services required by AUTHORITY, CONSULTANT shall request legal opinion. All legal opinions shall be rendered or concurred to by AUTHORITY's legal counsel.
23. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or CONSULTANTS shall be paid directly by AUTHORITY.

I. PROPERTY MANAGEMENT, HAZARDOUS MATERIAL REMOVAL, DEMOLITION AND CLEARANCE SERVICES

On-Call and as needed Property Management, Hazardous Material Removal, Demolition and/or Clearance services support of current and future AUTHORITY Projects are needed by the AUTHORITY. If deemed necessary by AUTHORITY, CONSULTANT shall provide these services to AUTHORITY for all currently owned or acquired property, until the property is turned over to the contractor of AUTHORITY highway projects for construction, or as otherwise directed by AUTHORITY. All work will be performed in accordance with AUTHORITY's

policies and procedures, and federal, state and local regulations. Services, at a minimum, may include, but not be limited to the following:

A. General Property Management Services

1. Maintain a Certified Property Manager (CPM) on staff during the full term of the agreement and/or task order as necessary.
2. In cases where occupants need to remain in the property prior to relocation, administer temporary lease agreements, which include rent collection, ensure payment of utility bills and maintain decent living conditions for occupants. Prepare, maintain and submit a monthly Rent Collection and Receivables Aging Report.
3. Prepare and maintain a monthly Property Inventory Report.
4. After occupants have been relocated and properties are vacant, CONSULTANT shall coordinate with AUTHORITY to appropriately fence and secure properties and prevent trespassers, intruders and vandals from gaining entry to properties.
5. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work (i.e. perform soil testing, environmental clean-up) required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

B. Hazardous Material Removal, Demolition and Clearance

1. Surveys of buildings, Containers, etc.
The CONSULTANT may be required to provide survey activities. Survey activities may include the surveying and testing, as applicable, of buildings, structures, stored materials, tank contents and containers to determine whether hazardous waste or materials are present. The CONSULTANT may also be required to perform environmental site assessment work to confirm that the properties are free and clear of hazardous materials, potentially requiring the on call team to assist with required environmental assessment and/or site remediation work as directed by AUTHORITY.

Typical surveys or assessments may include, but not be limited to inspections for:

- Asbestos containing materials (ACM) in buildings and pipelines
- PCB containing materials in transformers, equipment, containers
- Fuels and other chemicals in tanks, barrels and storage containers
- Review of buildings or structures to determine whether hazardous materials are being used or stored
- The presence of lead paint
- Environmental Assessment (i.e. Phase 1, Phase 2)

Only when requested will a Certified Industrial Hygienist (CIH) be utilized for survey plans and work. Requests for a CIH will be through the project or task order process. When surveys are included in a task order, survey activities as well as results shall be included as a report or as part of the Site Investigation Report.

2. Removal and Disposal of Asbestos and Lead Paint

This work shall consist of identifying, quantifying, removing and disposing of materials containing friable and/or non-friable asbestos prior to the demolition of improvements and obtaining all necessary licenses, permits, certification and other documents needed for the work. No grinding equipment that may expose asbestos containing materials may be used.

CONSULTANT shall prepare a plan presenting the methods for removing, handling, transporting and disposing of friable or non-friable asbestos. Prior to submittal to the Project Manager, the local Air Quality Management District must approve the plans for friable asbestos. The submittal of these plans to the Southern California Air Quality Management District (SCAQMD) must occur 14 days prior to the start of work. This plan shall include identification of all Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) licenses, permits and certifications required for asbestos abatement work, removal, handling and transport.

All asbestos work and lead paint removal shall conform to federal, state and local laws governing the identification, preparation, workers, equipment, safety, monitoring, signing, fencing, removing, and hauling of friable and non-friable asbestos and shall supply copies or information on all applicable licenses, permits, and notifications required by applicable laws and regulations.

In cleaning sites that involve asbestos removal, CONSULTANT must be properly licensed for such work. CONSULTANT shall be responsible for maintaining, monitoring, securing, and posting the site in accordance with all laws, regulations and permits required for asbestos abatement work. The CONSULTANT shall be provided with an asbestos report prior to starting the job, and will be required to provide the AUTHORITY manager with copies of all documents required for abatement and certification at the conclusion of the removal and disposal of asbestos.

CONSULTANT shall use a California Uniform Hazardous Waste Manifest, which will be signed by the Project Manager or his designee. Project Manager will supply the EPA Generator number for the CONSULTANT if necessary.

CONSULTANT shall use hazardous waste haulers having current registration with the California Department of Health Services (CDOHS), and shall have a U. S. EPA Identification Number (US EPA ID Number). All vehicles used to transport hazardous waste shall have a valid Certificate of Compliance affixed to the vehicle.

Asbestos containerized for transportation to a disposal site shall be appropriately labeled. CONSULTANT shall pay any disposal site charges.

Non-friable asbestos containing material is to be considered hazardous waste. CONSULTANT shall take precautions during removal that it remains wet, breakage is minimized, minimal visual emissions are allowed and it is not physically altered or powdered to result in the release of free asbestos fibers.

If the CONSULTANT discovers any asbestos containing material or other hazardous waste not noted in the port provided by AUTHORITY, the CONSULTANT must stop work. The CONSULTANT must call the Project Manager and should give an estimate of cost for this unforeseen work. Said materials will be removed only after approval in writing by the Project Manager. The removal of unforeseen asbestos will comply with the requirements pertaining to removal and disposal of asbestos.

3. Hazardous and/or Toxic Waste or Materials

CONSULTANT shall immediately notify the Project Manager upon encountering any type of hazardous and/or toxic wastes or materials during the demolition and removal process. Project Manager will request an immediate site investigation by AUTHORITY's designated consultant.

Should it become necessary to terminate the demolition and removal process, CONSULTANT shall be compensated only for work in progress or actually completed. The amount of such compensation is to be determined by the Project Manager. No payment shall be made for delay or lost profits anticipated for uncompleted work.

Failure of the CONSULTANT to notify AUTHORITY of the presence of hazardous and/or toxic wastes or materials may result in legal liability to the CONSULTANT for all actual damages resulting to AUTHORITY.

4. Demolition and Clearance

CONSULTANT may be required to provide related demolition and clearance services, including but not limited to, demolition and clearance, removal of walls, fences, trees and shrubs, asbestos and lead based paint removal and disposal, site remediation of hazardous materials, and fencing or securing within 24 hours of Task Order execution. CONSULTANT shall work through a Demolition Contractor whom shall furnish all labor, tools, materials and equipment necessary to provide routine and/or emergency demolition and clearance services for residential, commercial and industrial properties. In the performance of this task, CONSULTANT shall at all times comply with all applicable laws, decisions, ordinances, statutes, rules, and regulations of the U. S. Government, the state of California, and any political subdivision or public authority thereof, including without limitation, tax, labor, prevailing wage, safety, security and social security laws and regulations. In addition, CONSULTANT shall perform the services

there under in a manner so as not to endanger the safety or any person and property.

CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices necessary for the due and lawful performance of work. CONSULTANT shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

CONSULTANT shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract.

CONSULTANT shall protect from damage all existing improvements and utilities near the work site, and on adjacent property owned by a third party, the locations of which are made known to or should be known by the CONSULTANT. CONSULTANT shall repair any damage, at its own cost or expense, to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the CONSULTANT fails or refused to repair the damage promptly, AUTHORITY may have the necessary work performed and charge the cost to the CONSULTANT.

5. Demolition and Clearance Special Provisions

All materials resulting from provision of demolition and clearance services shall become the property of the Demolition Contractor and shall be removed from the premises. Hazardous materials shall be disposed of in accordance with appropriate laws and regulations including OSHA Construction Standard (29 CFR 1926.1101) and EPA National Emission Standards for Hazardous Air Pollutants (NESHAP 40 CFR subpart M).

Sewer capping shall be the first order of work. CONSULTANT shall disconnect and cap sewer lines at the property line or back of sidewalk. All sewer capping shall be subject to inspection by the responsible agency. CONSULTANT shall notify the responsible agency a minimum of 24 hours prior to capping the sewer. The excavation resulting from the sewer cap operation shall be covered until inspection by the responsible agency and immediately backfilled after inspection. CONSULTANT or his representative shall be on the site at the time the responsible agency inspects the sewer cap.

Prior to starting demolition operations, CONSULTANT shall contact utility companies to verify the location of their service lines to be protected in place and/or verify removal of their service lines.

Prior to starting demolition operations adjacent to any public way, CONSULTANT shall erect a protection fence. A protection fence will not be necessary when the distance from the improvement to the public way is more than one-half the height of the improvement being demolished.

Where a protection fence is erected on a public sidewalk, a pedestrian walkway shall be provided. The walkway and sidewalk shall meet the Code requirements established by the City where the project is located. The required width of the walkway shall be unobstructed.

No structural member in any level shall be demolished or removed until the level next above is completely removed, excepting Class "A" masonry and/or concrete improvements, subject to the approval of the responsible agency.

The cleaning of brick on the site is prohibited. CONSULTANT shall break the floor of and fill all basements, pits, and sumps and backfill all excavations resulting from the removal operations.

CONSULTANT shall not proceed from one item of work to the next until the previous item is in non-hazardous condition and all combustible material has been removed.

CONSULTANT shall clear and grub all trees, shrubs and vegetation unless otherwise specified in a task order. Tree removal shall include removing the major root ball and backfilling the resulting excavations.

CONSULTANT shall not remove fencing adjoining improved property unless instructed to do so by the Project Manager.

Unless specifically stated otherwise in these provisions, AUTHORITY assumes no responsibility for conditions not evident at the time of bid openings or for subsequent change or damage of any nature to the improvements not within the control of the Agencies.

The Project Manager reserves the right to remove such items from the improvements as deemed suitable before directing CONSULTANT to begin demolition operations.

6. Workmanship

The workmanship shall be in conformance with the building codes of the state, county, and city in which the work is being done. CONSULTANT shall conduct operations in such a manner to cause the least obstruction and/or inconvenience to the surrounding tenants and/or property owners.

It is the CONSULTANT's responsibility to notify the Project Manager to have all work inspected within 24 hours of work completion for final inspection of work. CONSULTANT shall leave each work site in a clean and neat condition, and shall haul away and legally discard any materials or debris caused by work actions from the job site, at no additional cost.

7. Coordination of Work with other AUTHORITY consultants.

As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work (i.e. perform soil testing, environmental clean-up) required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

8. Estimated Time of Completion

Precise time frame for completion of work will be specified in the task order to be issued upon award of work. The exact time frame will depend on the volume and type of work, typically within 45 calendar days, including Southern California Air Quality management District (SCAQMD) notification.

9. Deliverables

Deliverables will be identified in the specific Contract Task Order.

J. RELOCATION SERVICES

The CONSULTANT shall provide a Relocation Assistance Coordinator, as needed, to implement the Relocation Assistance Program (RAP) in accordance with applicable laws, regulations, and policies. Services required include but are not limited to:

1. Implement the Uniform Act and other requirements.
2. Prepare Relocation Impact Documents (RID), Replacement Housing Valuations, and other R/W Planning documents.
3. Identify that sufficient consultants are available to perform the RAP requirements of the project such that there is adequate time to spend with each displacee to ensure the appropriate level of advisory assistance is provided and that claims are processed in a timely manner.
4. Coordinate increase of rental rates with Caltrans R/W staff to ensure that increases for RAP eligible occupants are in accordance with rental policy for residential rental rates. Increases in rental rates for 90-day Occupants may drastically affect their entitlements.
5. Perform inspections of the real property just prior to or at the close of escrow to

determine if the acquired items of realty are still on-site, and explain to the displaces who will remain in occupancy that they are responsible for maintenance of the property until they vacate.

Describe grace period, if any, for businesses renting from the State, in the rental agreement.

K. UTILITY RELOCATION COORDINATOR

CONSULTANT shall provide a Utility Relocation Coordinator with knowledge and experience with Local, State, and Federal laws, policies, and procedures that deal with Utility Relocation to verify utilities, identify utility conflicts, coordinate utility relocation, and manage and track billings related to these activities for utilities in physical conflict or in violation of the Department's utility accommodation policy for transportation projects. Additionally, the Utilities' Relocation Coordinator shall be knowledgeable in liability determination for cost of utility relocation by understanding and using Master Contracts between Caltrans and utility companies, State Streets and Highways Code, and Statutes relating to the Department of Transportation.

1. CONSULTANT shall establish files that document action taken or recommended.
2. Prepare estimates based on possible relocations. Update and revise the estimates when necessary.
3. Identify and verify all utility facilities lying within existing and proposed rights of way.
4. Coordinate all positive location requirements for all high/low risk utility facilities within the project limits.
5. Coordinate "avoidance" and relocation of facilities.
6. Assist in preparing and/or reviewing: encroachment exception requests, high/low risk policy exceptions, FHWA Request for Authorization packages, FHWA Approval of Utility Agreement, portions of the Right of Way Data Sheets, portions of the R/W Certification document.
7. Prepare Notices to Owners, Utility Agreements, and Encroachment Permits.
8. Verify relocation billings and process for payment when acceptable.

L. RAILROAD COORDINATOR

On an On-Call basis, CONSULTANT shall provide a railroad coordinator to lead the efforts required to provide clearance between the subject railroad and other agencies to perform design and construction activities. Other agencies may consist of the Authority, Caltrans, and/or cities.

Services shall include, but are not limited to:

1. Coordinate with PM, AUTHORITY, and other agencies.
2. Schedule and coordinate meetings with the various agencies and the railroad.
3. Develop a schedule of activities required for clearance.
4. Monitor the activities and action items and report this to the right of way project manager regularly.
5. Prepare required documentation.

ATTACHMENT "A"

Scope of Services

To provide

**ON-CALL RIGHT OF WAY AND OTHER SPECIALTY RIGHT OF WAY
RELATED SERVICES**

For

Various Projects in San Bernardino County

Contract Number: C12244

SCOPE OF WORK

San Bernardino Associated Governments (“SANBAG”), acting as San Bernardino County Transportation Authority (AUTHORITY) is issuing this Request for Proposals for a CONSULTANT to provide **ON-CALL RIGHT OF WAY AND OTHER SPECIALTY RIGHT OF WAY RELATED SERVICES** for a period of three (5) years with two one-year options for extension, to be exercised at the sole discretion of AUTHORITY, on an On-Call basis in support of current and future AUTHORITY Projects.

Such services may include, but are not limited to, the following work program:

A. PROJECT MANAGEMENT

This task covers typical project management services including the requirements for meetings, schedules, progress reports, and administration of the CONSULTANT work. Depending on the specific project assignment, AUTHORITY may require additional Project Management services to be performed by CONSULTANT but typical services anticipated at this time include, but are not limited to the following:

1. Coordination and Meetings

CONSULTANT shall meet with the relevant parties to discuss issues pertinent to the project assignments. CONSULTANT shall participate in project meetings (i.e. Project Development Team (PDT) meetings, Agency coordination meetings, workshops) and be prepared to discuss project status, issues, policy, or procedural issues. CONSULTANT shall bring progress plans as appropriate and assist in developing meeting notices, agenda, minutes and/or handouts as needed.

2. Administration

Administration shall include the following elements of the work:

- Supervise, coordinate, and monitor work for conformance with the appropriate standards and policies;
- Apply for and/or assist to obtain City approvals and permits as required;
- Prepare, circulate, and file correspondence and memoranda as appropriate;
- Maintain project files using the CALTRANS Uniform File System, unless otherwise directed by AUTHORITY.

3. Schedule and Progress Reports

CONSULTANT shall submit an initial Project Schedule for each Contract Task Order assignment. As directed by AUTHORITY, the schedule shall be tailored for project specific activities as appropriate to track right of way acquisition and project clearance activities from the initial appraisal phase through property possession. Following

approval by AUTHORITY, this schedule will become the Baseline Project Schedule and will be tracked throughout the duration of the project.

As directed by AUTHORITY, schedule updates will be part of a monthly Progress Report prepared by CONSULTANT that describes the project status, outstanding action items, and/or issues for AUTHORITY approval. If appropriate and requested by AUTHORITY, the schedule and/or Progress Report may require updating more frequently.

4. Quality Assurance/Quality Control (QA/QC) Plan

CONSULTANT shall maintain a Quality Assurance/Quality Control Plan throughout term of this Contract. The QA/QC Plan is intended to ensure that the appraisals, maps, reports, plans, studies, estimates, and other documents submitted under this Scope of Services are complete, accurate, checked, and proofread to meet professional standard practices in effect at the time of execution of the Contract.

Upon receipt of the Notice to Proceed (NTP), CONSULTANT shall discuss and explain their plan to provide a reasonable quality control check system and quality assurance program for the contract services described herein follow the applicable standard practices in effect at the time of execution of the Contract. Within twenty (20) working days of receiving the NTP, CONSULTANT shall submit a draft copy of the QA/QC Plan for review and approval by AUTHORITY. If requested by AUTHORITY, CONSULTANT shall modify and/or revise the QA/QC Plan as needed to appropriately control the project quality program for the contract.

B. RIGHT OF WAY ENGINEERING AND SURVEYING SERVICES

Right of Way Engineering and Surveying services may be needed on a specific project. The work shall be performed as needed and such services may include, but are not limited to, the following work program:

1. CONSULTANT shall provide right of way engineering and field surveying services including, but not limited to: preparing Boundary Maps, Monumentation Maps, Survey control maps, Records of Survey, Lot Line Adjustments, Subdivision maps, Parcel Maps, Appraisal maps, utility potholing information maps, Legal Descriptions & Plats, Certificates of Compliance, as described in the California Government Code Section 66499.35, and other right of way engineering services as directed by AUTHORITY.
2. CONSULTANT shall prepare Boundary, Monumentation and Survey Control maps showing all parcels and easement boundaries and their relationship to the land net monuments used to define them. In cases where AUTHORITY is working in conjunction with the) Caltrans , these maps shall conform to the State's manuals as follows: PLANS PREPARATION MANUAL, the RIGHT OF WAY MANUAL, SURVEYS MANUAL and the DRAFTING MANUAL in regard to content and appearance of said right of way engineering and field surveying products.

3. CONSULTANT shall utilize appropriate land surveying and land title practices to:
 - Establish all property and easement boundaries within and overlapping the project area.
 - Perform site reconnaissance and monument recovery.
 - Establish or reestablish all monumentation required by State law and local regulations.
 - File a Record of Survey, or Corner Recorder as necessary, to comply with the Land Surveyors Act.
 - The preparation, filing and associated fees will be the responsibility of CONSULTANTS

All data, maps and documents produced by CONSULTANT shall be subject to approval and acceptance by AUTHORITY's Project Manager. In the event of non-acceptance due to errors or omissions, CONSULTANT shall have seven calendar days to make corrections and return maps and documents to AUTHORITY. Final acceptance will occur only after the work product has been determined to conform to this documents scope of work and requirements.

4. All surveying and mapping work affecting the State of California Right of Way at any location, or along any route, shall be in accordance with State law and local regulation and the procedures and instructions contained in the Caltrans Right of Way Manual and the Caltrans Surveys Manual (Manual). Additionally, all such work shall be in accordance with the procedures and instructions contained in the Caltrans District 8 Right of Way Engineering Requirements for the Preparation Documents and Maps (Requirements). In the event of conflict, the Requirements shall be controlling. All Right of Way acquisitions by AUTHORITY with the intent to ultimately convey such acquisitions to the State, are considered State right of way acquisitions.
5. CONSULTANT shall appoint a Survey Manager who is a Licensed Land Surveyor or Licensed Civil Engineer, authorized to practice land surveying by the State of California. The Survey Manager will be responsible for all survey related work to be performed by CONSULTANTS for AUTHORITY.
6. Deliverables shall consist of three (3) originals to including special reports performed by agencies other than Consultant. All electronic files shall be provided on Compact Disc, "CD-R", or DVD, "DVD-R" formatted for the Microsoft Windows operating system. Any required electronic mapping, Base map, (Hardcopy), Monumentation map, Appraisal maps, etc. shall be in a format consistent with Microstation File (.DGN). Electronic documents shall be in ASCII text; Microsoft Word 2000 or 2003. Completed Record of Survey, (filed with the County Recorder) shall be formatted at full size for Adobe Acrobat professional (.PDF). A Mylar copy shall also be provided. All survey field notes shall also be in an Adobe Acrobat professional format.

7. If any legal issues exist during the course of an assignment, CONSULTANT shall coordinate with AUTHORITY who will request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.
8. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

C. RIGHT OF WAY APPRAISAL SERVICES FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL AND AGRICULTURAL PROPERTIES

As needed, CONSULTANT shall provide right of way appraisal services for developed or undeveloped residential, commercial, industrial and agricultural properties. CONSULTANT may be required to produce appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties. Such appraisal services may include, but are not limited to, the following work program:

1. CONSULTANT shall prepare appraisals in accordance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.), the California Code of Civil Procedure, the Uniform Standards of Professional Appraisal Practice (USPAP), and in some cases, the Uniform Appraisal Standards for Federal Land Acquisition Act. CONSULTANT must be licensed by the State of California.
2. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report, specialty reports and component valuations which may be performed by someone other than Consultant, and incorporated into the overall fair market valuation.
4. CONSULTANT may be required to meet with and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.
5. Appraisal reports may be reviewed for acceptance and independent approval by the review appraisers. Revisions may be required by reason of this review process. Consultants may be requested to complete and deliver revised and/or updated appraisals. In the event of non-acceptance due to errors or omissions, CONSULTANT shall have fifteen (15) calendar days to make corrections and return the revised appraisals to the review appraiser.

6. For proposed acquisitions, the owner of the real property or a designated representative will be invited by CONSULTANT to accompany the CONSULTANT during the inspection of the property. This invitation must be in the form of a letter entitled "Notice to Appraise" written by the CONSULTANT to the owner. A copy of the invitation will be included in the appraisal report.
7. It is the CONSULTANT's responsibility to contact AUTHORITY's project engineers for discussion and/or clarification of any project design matters. This is critical in the appraisal of partial acquisitions and easements where the CONSULTANT may need cross sections or other project engineering data to complete the report.
8. The highest and best use for the property in the before condition must be determined and supported. If a partial acquisition is involved, the highest and best use of the property in the after condition must be determined and supported. If the existing use is not the premise on which the valuation is based, the appraisal will contain an explanation justifying the determination that the property is available and adaptable for a different highest and best use and there is demand for that use in the market.
9. Where the acquisition involves only a part (or portion) of the property, the CONSULTANT will estimate any severance damages and special benefits to the remainder, including reasoning and market data to support the conclusion. The CONSULTANT will indicate if the remainder constitutes an economic or uneconomic unit in the market and/or to the present owner.
10. The California Eminent Domain Law will be followed in partial acquisitions. Special benefits are to be offset only against damages to the remainder in accordance with the law.
11. Appraisal for easement acquisitions will reflect the restrictive elements of the easement to be acquired and the potential effect of such elements on the utility of the property considering its highest and best use. Full details with respect to any interference with the highest and best use of the property affected must be explained and supported.
12. The CONSULTANT must estimate and support the economic rent, state the contract rent and the remaining term of the lease as of the date of value. Include lessor and lessee responsibilities for paying major expenses, e.g. taxes, insurance and maintenance.
13. CONSULTANT shall itemize in detail the "improvements pertaining to realty" (Eminent Domain Law-CCP Section 1263.205) showing their replacement cost new, depreciated value in place, salvage value if any, and relocation estimate. To the extent possible, determine the ownership claims of the Improvements Pertaining to the Realty.
14. In cases where the Appraisal Assignment requires a Specialty Appraisal (Furniture, Fixtures, Machinery and Equipment) and/or Specialists Reports (title, survey, soils, and engineering), CONSULTANT may be required to coordinate with AUTHORITY staff

and/or consultants for such services as directed by AUTHORITY. Fees charged by AUTHORITY staff and/or consultants for Specialty Appraisal and/or Specialists Reports shall be paid directly by AUTHORITY.

15. It is the CONSULTANT's responsibility to thoroughly review the Specialty Appraisal for adoption (with adjustments or not, as appropriate) and inclusion in the overall appraisal. The estimated values that the specialty items actually contribute to the overall value of the real estate will be separately stated but included in the total value of the property.
16. If any legal issues exist during the course of the appraisal assignment, CONSULTANT shall notify AUTHORITY who will request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.
17. It is the CONSULTANT's responsibility to contact AUTHORITY's project manager to arrange for legal counsel discussions and/or clarifications in identifying personal or real property.
18. If hazardous waste is discovered on the property, CONSULTANT shall seek further direction from AUTHORITY.
19. Additional Qualifications:
 - a. CONSULTANT shall have a minimum five years experience as full time appraiser
 - b. CONSULTANT shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
 - c. CONSULTANT shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
 - d. CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as an appraiser by any government or professional association.

D. APPRAISAL REVIEW SERVICES

As needed the AUTHORITY may request CONSULTANT for review appraisal services that may include, but are not limited to, the following work programs:

1. When required by AUTHORITY, CONSULTANT shall examine appraisals prepared by the Residential, Commercial, Industrial, Agricultural and/or Furniture, Fixtures, Machinery and Equipment appraisers.
2. CONSULTANT shall provide Review Appraisal Services based on nationally recognized appraisal standards and techniques, including those established by the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal Standards for Federal Land Acquisition; ensure compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of

Regulations CH 6, Art 1, Section 6000 et seq.), and the California Code of Civil Procedure. Comply with the requirements of the Caltrans Right of Way Manual, when applicable. CONSULTANT's Appraiser must be licensed by the State of California.

3. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions at any Administrative or Judicial proceeding.
4. CONSULTANT may be required to meet with and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.
5. It is the CONSULTANT's responsibility to contact AUTHORITY's project engineers for discussion and/or clarification of any project design matters. This is critical in reviewing appraisals of partial acquisitions and easements where engineering data have to be verified.
6. Review Appraiser shall examine appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions.
7. If the CONSULTANT is unable to recommend approval of an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined that it is not practical to obtain additional appraisal, CONSULTANT may develop appraisal documentation to recommend value.
8. COLNSULTANT's Review Appraiser and the CONSULTANT's Appraiser should discuss the appraisal assignment as soon work is assigned. The Review Appraiser and, if practical, the Appraiser should hold at least one field review in order to identify any legal issues that may exist. If any legal issues exist, the Review Appraiser shall request legal opinion.
9. All legal opinions shall be rendered by AUTHORITY's legal counsel and the appraisal prepared in accordance therewith.
10. CONSULTANT's Review Appraiser's certification of the recommended value of the property shall be set forth in a signed statement which identifies the appraisal reports reviewed and explains the basis for such recommendation. Any damages or benefits to any remaining property shall also be identified in the statement.
11. All reports and deliverables shall typically consist of three originals, including specialty reports which may be prepared by other consultants.
12. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

13. Additional Qualifications:

- a. CONSULTANT shall have a minimum five years experience as full time appraiser
- b. CONSULTANT shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
- c. CONSULTANT shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
- d. CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as an appraiser by any government or professional association.

E. GOODWILL APPRAISAL SERVICES

Such appraisal services may include, but are not limited to, the following work programs;

1. CONSULTANT's Appraiser shall prepare Goodwill Valuations in accordance with the California Code of Civil Procedure, and the Uniform Standards of Professional Appraisal Practice (USPAP). Appraiser must be licensed by the State of California.
2. Appraiser must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report.
4. Appraiser may be required to meet with and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, or other consultants or Caltrans staff; participate in office or project site meetings.
5. In valuing the loss of goodwill to a business, Appraiser shall rely upon the definition of fair market value found in Section 1263.320 of the California Code of Civil Procedure, and compensation for loss of goodwill as outlined in Section 1263.510 of the California Code of Civil Procedure.
6. It is the Appraiser's responsibility to contact AUTHORITY's staff for discussion and/or clarification of any project design matters as well as relocation sites for the business.
7. Appraiser shall work with and take direction from AUTHORITY legal counsel in the delivery of their reports.
8. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.
9. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective

delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

10. Additional Qualifications:

- a. CONSULTANT shall have a minimum of five years experience as a full time Goodwill appraiser.
- b. CONSULTANT shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
- c. CONSULTANT shall have completed a minimum ten Goodwill Valuation assignments in California involving potential acquisition pursuant to the laws of eminent domain.
- d. CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as a Goodwill Appraiser by any government body or professional association.

F. FURNITURE, FIXTURES, MACHINERY AND EQUIPMENT APPRAISAL SERVICES

Such appraisal services may include, but are not limited to, the following work program:

1. CONSULTANT shall prepare appraisals in accordance with the California Code of Civil Procedure, the Uniform Standards of Appraisal Practice (USPAP), the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.). Appraiser must be licensed by the State of California.
2. CONSULTANT must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report.
4. CONSULTANT may be required to meet with and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, or other consultants or Caltrans staff; participate in office or project site meetings.
5. It is the CONSULTANT's responsibility to contact AUTHORITY's project engineers for discussion and/or clarification of any project design matters.
6. It is the CONSULTANT responsibility to contact AUTHORITY's legal counsel for discussion and/or clarification in identifying personal or real property.

7. If any legal issues exist during the course of the appraisal assignment, CONSULTANT shall request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.
8. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.
9. Additional Qualifications:
 - a. CONSULTANT shall have a minimum five years experience as full time F F & E appraiser
 - b. CONSULTANT shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
 - c. CONSULTANT shall have completed a minimum ten F F & E appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
 - d. CONSULTANT shall certify that CONSULTANT has not been disciplined in the last five years as an appraiser by any government or professional association.

G. RIGHT OF WAY ACQUISITION AND RELOCATION, REAL PROPERTY SEARCHES, IDENTIFICATION AND FEASIBILITY STUDIES FOR REPLACEMENT AND MITIGATION SITES, and COST ESTIMATES

CONSULTANT services may include, but are not limited to, the following work program:

1. All CONSULTANT work shall comply with applicable Federal, State and local statutes and regulations, including but not limited to, the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.); the California Code of Civil Procedure; the Uniform Standards for Federal Land Acquisition Act; the California Public Utilities Code; and the California Streets and Highways Code.
2. CONSULTANT deliverables shall typically consist of three (3) originals, together with specialist's reports which may be performed by someone other than CONSULTANT.
3. CONSULTANT may be required to meet and coordinate their efforts with AUTHORITY staff, AUTHORITY legal counsel, and other consultants or Caltrans staff; participate in office or project meetings.
4. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective

delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

5. CONSULTANT may be required to take direction from AUTHORITY's legal counsel in the delivery of services, and to provide testimony in any Administrative or Judicial proceeding related to services rendered by CONSULTANT to AUTHORITY.
6. If any legal issues exist during the course of CONSULTANT's performance of services required by AUTHORITY, CONSULTANT shall request legal opinion. All legal opinions shall be rendered by AUTHORITY's legal counsel.
7. CONSULTANT may be required to review right of way acquisition and relocation files of current and past AUTHORITY projects to ensure compliance with applicable state and/or federal regulations.
8. CONSULTANT's Acquisition/Negotiation Agents must provide evidence of proper real estate license in the State of California.
9. CONSULTANT must demonstrate knowledge and experience in working with the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the California Department of Transportation (Caltrans), railroad entities and major utility owners.
10. On a project by project basis and as needed, CONSULTANT shall assign individuals to key positions such as a Project Manager, an Acquisition/Negotiation Manager, a Relocation Assistance Manager, and a Utilities Relocation Coordinator who may not be replaced without the written consent of AUTHORITY.

H. TITLE AND ESCROW SERVICES

On-Call and as needed Title and Escrow Services conducted by CONSULTANT on behalf of AUTHORITY may include, but are not limited to, the following work program:

1. At the initiation of the work program, the CONSULTANT shall meet with AUTHORITY staff regarding AUTHORITY's requirements for specific title work and escrow services assignments.
2. CONSULTANT shall provide Preliminary Title Reports and Litigation Guaranties on all Fee Simple and less than Fee Simple property and property interests as requested by AUTHORITY.
3. CONSULTANT shall ensure that all Preliminary Title Reports are accurate and complete.

4. CONSULTANT shall provide all additional legal documents required by AUTHORITY, such as, copies of conveyance deed, deed restrictions, liens and encumbrances, title chains and the like.
5. CONSULTANT staff shall prepare and review all legal documents necessary to ensure that AUTHORITY is acquiring good title to the property or property interests to be purchased, free from liens and encumbrances.
6. CONSULTANT shall provide all necessary assistance to AUTHORITY to clear all exceptions stated in the Preliminary Title Reports, unless waived by AUTHORITY in writing.
7. CONSULTANT shall ensure that all conditions precedent and conditions subsequent provided for in Purchase and Sales Agreements are met and satisfied prior to Close of Escrow.
8. CONSULTANT shall prepare, subject to review and approval by AUTHORITY's Legal Counsel, Escrow Instructions for execution by AUTHORITY and the grantor(s) or grantee(s). CONSULTANT shall ensure that all legal requirements are satisfied prior to Close of Escrow.
9. CONSULTANT shall provide efficient Escrow Services to AUTHORITY and property owners involved in AUTHORITY related transactions.
10. CONSULTANT shall prepare all necessary conveyance documents; demand and release of lien/encumbrance documents and submit the same for approval by AUTHORITY Legal Counsel prior to close of escrow.
11. CONSULTANT shall obtain grantor(s) Tax Identification Number, Social Security Number, Employer Identification Number or Federal Employer Identification Number prior to Close of Escrow and provide the same to AUTHORITY.
12. CONSULTANT shall record all documents necessary for the acquisition of property/property rights, release of liens and encumbrances with the proper State, County and City recorder's office.
13. CONSULTANT shall prepare an Escrow Closing Schedule in accordance with written instructions from AUTHORITY and property owners.
14. CONSULTANT shall meet and coordinate its work with other right of way consultants as directed by AUTHORITY.
15. Immediately prior to Close of Escrow, CONSULTANT shall order and provide AUTHORITY with an Updated Preliminary Title Report to ensure that no new liens and/or encumbrances are recorded on the property/property interests to be acquired by AUTHORITY.

16. At Close of Escrow, CONSULTANT shall prepare and submit an Escrow Closing Statement to AUTHORITY and other parties to the transaction, together with copies of all documents conveying title to AUTHORITY, copies of releases of liens and encumbrances, receipt for payments made on behalf of AUTHORITY and the other parties to the transaction.
17. At Close of Escrow, the CONSULTANT shall issue a Standard Owner's Policy of Title Insurance effectively insuring AUTHORITY's interest and ownership of the property or property rights acquired, unless an ALTA Policy of Title Insurance is requested by AUTHORITY.
18. CONSULTANT shall provide multi-lingual services as needed for efficient closing of AUTHORITY transactions.
19. As requested by AUTHORITY, CONSULTANT may be required to testify in any administrative or judicial proceeding.
20. CONSULTANT shall perform any other normal procedures and processes necessary to implement the assignment or work program and shall provide any other supporting information and/or correspondence required by AUTHORITY.
21. CONSULTANT shall assign a Project Manager, a Title Office and an Escrow Officer to this procurement, which may not be replaced without the written consent of AUTHORITY.
22. If legal issues exist during CONSULTANT's performance of services required by AUTHORITY, CONSULTANT shall request legal opinion. All legal opinions shall be rendered or concurred to by AUTHORITY's legal counsel.
23. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or CONSULTANTS shall be paid directly by AUTHORITY.

I. PROPERTY MANAGEMENT, HAZARDOUS MATERIAL REMOVAL, DEMOLITION AND CLEARANCE SERVICES

On-Call and as needed Property Management, Hazardous Material Removal, Demolition and/or Clearance services support of current and future AUTHORITY Projects are needed by the AUTHORITY. If deemed necessary by AUTHORITY, CONSULTANT shall provide these services to AUTHORITY for all currently owned or acquired property, until the property is turned over to the contractor of AUTHORITY highway projects for construction, or as otherwise directed by AUTHORITY. All work will be performed in accordance with AUTHORITY's

policies and procedures, and federal, state and local regulations. Services, at a minimum, may include, but not be limited to the following:

A. General Property Management Services

1. Maintain a Certified Property Manager (CPM) on staff during the full term of the agreement and/or task order as necessary.
2. In cases where occupants need to remain in the property prior to relocation, administer temporary lease agreements, which include rent collection, ensure payment of utility bills and maintain decent living conditions for occupants. Prepare, maintain and submit a monthly Rent Collection and Receivables Aging Report.
3. Prepare and maintain a monthly Property Inventory Report.
4. After occupants have been relocated and properties are vacant, CONSULTANT shall coordinate with AUTHORITY to appropriately fence and secure properties and prevent trespassers, intruders and vandals from gaining entry to properties.
5. As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work (i.e. perform soil testing, environmental clean-up) required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

B. Hazardous Material Removal, Demolition and Clearance

1. Surveys of buildings, Containers, etc.
The CONSULTANT may be required to provide survey activities. Survey activities may include the surveying and testing, as applicable, of buildings, structures, stored materials, tank contents and containers to determine whether hazardous waste or materials are present. The CONSULTANT may also be required to perform environmental site assessment work to confirm that the properties are free and clear of hazardous materials, potentially requiring the on call team to assist with required environmental assessment and/or site remediation work as directed by AUTHORITY.

Typical surveys or assessments may include, but not be limited to inspections for:

- Asbestos containing materials (ACM) in buildings and pipelines
- PCB containing materials in transformers, equipment, containers
- Fuels and other chemicals in tanks, barrels and storage containers
- Review of buildings or structures to determine whether hazardous materials are being used or stored
- The presence of lead paint
- Environmental Assessment (i.e. Phase 1, Phase 2)

Only when requested will a Certified Industrial Hygienist (CIH) be utilized for survey plans and work. Requests for a CIH will be through the project or task order process. When surveys are included in a task order, survey activities as well as results shall be included as a report or as part of the Site Investigation Report.

2. Removal and Disposal of Asbestos and Lead Paint

This work shall consist of identifying, quantifying, removing and disposing of materials containing friable and/or non-friable asbestos prior to the demolition of improvements and obtaining all necessary licenses, permits, certification and other documents needed for the work. No grinding equipment that may expose asbestos containing materials may be used.

CONSULTANT shall prepare a plan presenting the methods for removing, handling, transporting and disposing of friable or non-friable asbestos. Prior to submittal to the Project Manager, the local Air Quality Management District must approve the plans for friable asbestos. The submittal of these plans to the Southern California Air Quality Management District (SCAQMD) must occur 14 days prior to the start of work. This plan shall include identification of all Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) licenses, permits and certifications required for asbestos abatement work, removal, handling and transport.

All asbestos work and lead paint removal shall conform to federal, state and local laws governing the identification, preparation, workers, equipment, safety, monitoring, signing, fencing, removing, and hauling of friable and non-friable asbestos and shall supply copies or information on all applicable licenses, permits, and notifications required by applicable laws and regulations.

In cleaning sites that involve asbestos removal, CONSULTANT must be properly licensed for such work. CONSULTANT shall be responsible for maintaining, monitoring, securing, and posting the site in accordance with all laws, regulations and permits required for asbestos abatement work. The CONSULTANT shall be provided with an asbestos report prior to starting the job, and will be required to provide the AUTHORITY manager with copies of all documents required for abatement and certification at the conclusion of the removal and disposal of asbestos.

CONSULTANT shall use a California Uniform Hazardous Waste Manifest, which will be signed by the Project Manager or his designee. Project Manager will supply the EPA Generator number for the CONSULTANT if necessary.

CONSULTANT shall use hazardous waste haulers having current registration with the California Department of Health Services (CDOHS), and shall have a U. S. EPA Identification Number (US EPA ID Number). All vehicles used to transport hazardous waste shall have a valid Certificate of Compliance affixed to the vehicle.

Asbestos containerized for transportation to a disposal site shall be appropriately labeled. CONSULTANT shall pay any disposal site charges.

Non-friable asbestos containing material is to be considered hazardous waste. CONSULTANT shall take precautions during removal that it remains wet, breakage is minimized, minimal visual emissions are allowed and it is not physically altered or powdered to result in the release of free asbestos fibers.

If the CONSULTANT discovers any asbestos containing material or other hazardous waste not noted in the port provided by AUTHORITY, the CONSULTANT must stop work. The CONSULTANT must call the Project Manager and should give an estimate of cost for this unforeseen work. Said materials will be removed only after approval in writing by the Project Manager. The removal of unforeseen asbestos will comply with the requirements pertaining to removal and disposal of asbestos.

3. Hazardous and/or Toxic Waste or Materials

CONSULTANT shall immediately notify the Project Manager upon encountering any type of hazardous and/or toxic wastes or materials during the demolition and removal process. Project Manager will request an immediate site investigation by AUTHORITY's designated consultant.

Should it become necessary to terminate the demolition and removal process, CONSULTANT shall be compensated only for work in progress or actually completed. The amount of such compensation is to be determined by the Project Manager. No payment shall be made for delay or lost profits anticipated for uncompleted work.

Failure of the CONSULTANT to notify AUTHORITY of the presence of hazardous and/or toxic wastes or materials may result in legal liability to the CONSULTANT for all actual damages resulting to AUTHORITY.

4. Demolition and Clearance

CONSULTANT may be required to provide related demolition and clearance services, including but not limited to, demolition and clearance, removal of walls, fences, trees and shrubs, asbestos and lead based paint removal and disposal, site remediation of hazardous materials, and fencing or securing within 24 hours of Task Order execution. CONSULTANT shall work through a Demolition Contractor whom shall furnish all labor, tools, materials and equipment necessary to provide routine and/or emergency demolition and clearance services for residential, commercial and industrial properties. In the performance of this task, CONSULTANT shall at all times comply with all applicable laws, decisions, ordinances, statutes, rules, and regulations of the U. S. Government, the state of California, and any political subdivision or public authority thereof, including without limitation, tax, labor, prevailing wage, safety, security and social security laws and regulations. In addition, CONSULTANT shall perform the services

there under in a manner so as not to endanger the safety or any person and property.

CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices necessary for the due and lawful performance of work. CONSULTANT shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

CONSULTANT shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract.

CONSULTANT shall protect from damage all existing improvements and utilities near the work site, and on adjacent property owned by a third party, the locations of which are made known to or should be known by the CONSULTANT. CONSULTANT shall repair any damage, at its own cost or expense, to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the CONSULTANT fails or refused to repair the damage promptly, AUTHORITY may have the necessary work performed and charge the cost to the CONSULTANT.

5. Demolition and Clearance Special Provisions

All materials resulting from provision of demolition and clearance services shall become the property of the Demolition Contractor and shall be removed from the premises. Hazardous materials shall be disposed of in accordance with appropriate laws and regulations including OSHA Construction Standard (29 CFR 1926.1101) and EPA National Emission Standards for Hazardous Air Pollutants (NESHAP 40 CFR subpart M).

Sewer capping shall be the first order of work. CONSULTANT shall disconnect and cap sewer lines at the property line or back of sidewalk. All sewer capping shall be subject to inspection by the responsible agency. CONSULTANT shall notify the responsible agency a minimum of 24 hours prior to capping the sewer. The excavation resulting from the sewer cap operation shall be covered until inspection by the responsible agency and immediately backfilled after inspection. CONSULTANT or his representative shall be on the site at the time the responsible agency inspects the sewer cap.

Prior to starting demolition operations, CONSULTANT shall contact utility companies to verify the location of their service lines to be protected in place and/or verify removal of their service lines.

Prior to starting demolition operations adjacent to any public way, CONSULTANT shall erect a protection fence. A protection fence will not be necessary when the distance from the improvement to the public way is more than one-half the height of the improvement being demolished.

Where a protection fence is erected on a public sidewalk, a pedestrian walkway shall be provided. The walkway and sidewalk shall meet the Code requirements established by the City where the project is located. The required width of the walkway shall be unobstructed.

No structural member in any level shall be demolished or removed until the level next above is completely removed, excepting Class "A" masonry and/or concrete improvements, subject to the approval of the responsible agency.

The cleaning of brick on the site is prohibited. CONSULTANT shall break the floor of and fill all basements, pits, and sumps and backfill all excavations resulting from the removal operations.

CONSULTANT shall not proceed from one item of work to the next until the previous item is in non-hazardous condition and all combustible material has been removed.

CONSULTANT shall clear and grub all trees, shrubs and vegetation unless otherwise specified in a task order. Tree removal shall include removing the major root ball and backfilling the resulting excavations.

CONSULTANT shall not remove fencing adjoining improved property unless instructed to do so by the Project Manager.

Unless specifically stated otherwise in these provisions, AUTHORITY assumes no responsibility for conditions not evident at the time of bid openings or for subsequent change or damage of any nature to the improvements not within the control of the Agencies.

The Project Manager reserves the right to remove such items from the improvements as deemed suitable before directing CONSULTANT to begin demolition operations.

6. Workmanship

The workmanship shall be in conformance with the building codes of the state, county, and city in which the work is being done. CONSULTANT shall conduct operations in such a manner to cause the least obstruction and/or inconvenience to the surrounding tenants and/or property owners.

It is the CONSULTANT's responsibility to notify the Project Manager to have all work inspected within 24 hours of work completion for final inspection of work. CONSULTANT shall leave each work site in a clean and neat condition, and shall haul away and legally discard any materials or debris caused by work actions from the job site, at no additional cost.

7. Coordination of Work with other AUTHORITY consultants.

As directed by AUTHORITY, CONSULTANT shall coordinate with other AUTHORITY staff and/or consultants for supplemental work (i.e. perform soil testing, environmental clean-up) required for the effective delivery of the Measure I Program and other Federally Funded Programs. Fees charged by AUTHORITY staff and/or consultants shall be paid directly by AUTHORITY.

8. Estimated Time of Completion

Precise time frame for completion of work will be specified in the task order to be issued upon award of work. The exact time frame will depend on the volume and type of work, typically within 45 calendar days, including Southern California Air Quality management District (SCAQMD) notification.

9. Deliverables

Deliverables will be identified in the specific Contract Task Order.

J. RELOCATION SERVICES

The CONSULTANT shall provide a Relocation Assistance Coordinator, as needed, to implement the Relocation Assistance Program (RAP) in accordance with applicable laws, regulations, and policies. Services required include but are not limited to:

1. Implement the Uniform Act and other requirements.
2. Prepare Relocation Impact Documents (RID), Replacement Housing Valuations, and other R/W Planning documents.
3. Identify that sufficient consultants are available to perform the RAP requirements of the project such that there is adequate time to spend with each displacee to ensure the appropriate level of advisory assistance is provided and that claims are processed in a timely manner.
4. Coordinate increase of rental rates with Caltrans R/W staff to ensure that increases for RAP eligible occupants are in accordance with rental policy for residential rental rates. Increases in rental rates for 90-day Occupants may drastically affect their entitlements.
5. Perform inspections of the real property just prior to or at the close of escrow to

determine if the acquired items of realty are still on-site, and explain to the displaces who will remain in occupancy that they are responsible for maintenance of the property until they vacate.

Describe grace period, if any, for businesses renting from the State, in the rental agreement.

K. UTILITY RELOCATION COORDINATOR

CONSULTANT shall provide a Utility Relocation Coordinator with knowledge and experience with Local, State, and Federal laws, policies, and procedures that deal with Utility Relocation to verify utilities, identify utility conflicts, coordinate utility relocation, and manage and track billings related to these activities for utilities in physical conflict or in violation of the Department's utility accommodation policy for transportation projects. Additionally, the Utilities' Relocation Coordinator shall be knowledgeable in liability determination for cost of utility relocation by understanding and using Master Contracts between Caltrans and utility companies, State Streets and Highways Code, and Statutes relating to the Department of Transportation.

1. CONSULTANT shall establish files that document action taken or recommended.
2. Prepare estimates based on possible relocations. Update and revise the estimates when necessary.
3. Identify and verify all utility facilities lying within existing and proposed rights of way.
4. Coordinate all positive location requirements for all high/low risk utility facilities within the project limits.
5. Coordinate "avoidance" and relocation of facilities.
6. Assist in preparing and/or reviewing: encroachment exception requests, high/low risk policy exceptions, FHWA Request for Authorization packages, FHWA Approval of Utility Agreement, portions of the Right of Way Data Sheets, portions of the R/W Certification document.
7. Prepare Notices to Owners, Utility Agreements, and Encroachment Permits.
8. Verify relocation billings and process for payment when acceptable.

L. RAILROAD COORDINATOR

On an On-Call basis, CONSULTANT shall provide a railroad coordinator to lead the efforts required to provide clearance between the subject railroad and other agencies to perform design and construction activities. Other agencies may consist of the Authority, Caltrans, and/or cities.

Services shall include, but are not limited to:

1. Coordinate with PM, AUTHORITY, and other agencies.
2. Schedule and coordinate meetings with the various agencies and the railroad.
3. Develop a schedule of activities required for clearance.
4. Monitor the activities and action items and report this to the right of way project manager regularly.
5. Prepare required documentation.

ATTACHMENT 'B'

OVERLAND, PACIFIC & CUTLER, INC.

San Bernardino Associated Governments (SANBAG)

On Call Right of Way Services
RIGHT OF WAY CONSULTING SERVICES

C12244

I. DIRECT LABOR COSTS

Staff Classification	RANGE OF DIRECT HOURLY RATES		Total
Project Principal/Program Manager	\$67.31	\$81.73	
Senior Project Manager	\$45.67	\$50.48	
Project Manager	\$28.85	\$46.88	
Senior Acquisition/Relocation Agent	\$26.44	\$40.00	
Acquisition/Relocation Agent	\$19.23	\$25.00	
Senior Analyst	\$27.24	\$32.93	
Analyst	\$15.00	\$21.63	
Project Support Specialist	\$12.00	\$25.49	
Property Management Supervisor	\$45.56	\$50.00	
Property Services Supervisor	\$28.47	\$33.65	
Crew Leader	\$10.00	\$15.00	
Crew Member	\$10.00	\$12.00	
Senior System Administrator	\$34.62	\$38.46	
System Administrator	\$28.85	\$32.45	
Senior Financial Specialist	\$27.12	\$32.45	
Financial Specialist	\$19.23	\$22.83	
General Counsel	\$60.58	\$60.58	
Utility Project Manager	\$43.27	\$75.00	
Senior Utility Coordinator	\$36.06	\$40.87	
Utility Coordinator	\$28.85	\$34.61	

Subtotal Hours & Direct Labor Costs TBD
 Anticipated Salary Increases Per Contract
 Total Direct Labor Costs TBD (1)

II. INDIRECT COSTS

INDIRECT RATE 150.00 % x \$ TBD = Subtotal TBD (2)
 Subtotal (1)

III. FEE (PROFIT)

8 % x \$ TBD = Subtotal TBD (3)
 Total (1) + (2)

IV. OTHER DIRECT COSTS

Item	Amount
Per Diem	IRS Allowable
Car Mileage	IRS Allowable
Travel	IRS Allowable
Computer Charges	\$0.00
Photocopies (Black & White)	actual cost
Photocopies (Color)	actual cost
Commercial Printing	actual cost
Mail/Courier	actual cost
Photographs	actual cost
Preliminary Title Reports	\$650.00
Potholing	\$750.00
Demolition, Land Clearing, Excavation, Board Ups	actual cost
Temporary Fencing	\$5.50-\$7.00
Property Maintenance/Repair Costs	actual cost
Appraisal Services	fixed price

Subtotal \$ TBD (4)

V. SUBCONSULTANTS COST

- | | |
|-----------------------------------|----------------------------------|
| Parsons Brinckerhoff | RP Laurain & Associates |
| Psomas | Lidgard & Associates |
| RBF Consulting | Riggs & Riggs |
| AEI-CASC Consulting | Desmond Marcello & Amster |
| Real Estate Consulting & Services | Donna Desmond Associate |
| Leighton Consulting, Inc | Hodges Lacey & Associates |
| Niryo & Moore | Lawyers Title Company |
| Converse Consultants | California Title Rate Commercial |
| American Wrecking, Inc | |
| Aztec | |
| Rail Pros | |
| Hennessey & Hennessey | |
| Thomas M Pike & Associates | |
| Kiley Company | |
| Mason & Mason | |

Subtotal \$ TBD (5)

VI. TOTAL AMOUNT

TBD (Total 1-5)



- 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: June 21, 2012

Subject: Palm Avenue Grade Separation Construction Cooperative Agreement and Construction Management Request for Proposal (RFP)

Recommendation:* That the Committee recommend the Board:

1. Approve Cooperative Agreement No. C12241 with the City of San Bernardino for the construction phase of the Palm Avenue Grade Separation Project in the City of San Bernardino and the commitment of SANBAG's public share of the construction costs up to \$12,980,000.
2. Authorize a contract term through December 31, 2017, for Cooperative Agreement No. C12241, which exceeds the three (3) year maximum contract term for contracts as identified in SANBAG's Contracting and Procurement Policy 11000.
3. Approve the release of RFP No. 12240 for construction management services for the Palm Avenue Grade Separation Project.
4. Approve a waiver of SANBAG Policy 11000 requiring two Caltrans staff to participate in the evaluation panel for the selection of a qualified firm for the Palm Avenue Grade Separation Project.

Background: **Recommendations 1 and 2: This is a new Cooperative Agreement for the construction phase of the Palm Avenue Grade Separation Project. SANBAG,**

*

Approved
 Major Projects Committee

Date: June 21, 2012

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	
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Check all that apply.

MPC1206d-ds.docx

Attachment: C12241; RFP12240

in conjunction with the City of San Bernardino, has obtained environmental clearance and has made good progress on completing the Plans, Specifications, and Estimate (PS&E), and in acquiring the right-of-way required for the project. The project is scheduled to advertise in early 2013.

Prior to starting construction, a cooperative agreement with the City of San Bernardino must be entered into. The agreement defines the roles and responsibilities of the parties and commits them to their share of the funding. It defines SANBAG as the lead agency for the construction phase, with the City taking ownership of the improvements once construction is completed.

As with the previous phases, the parties funding commitment is based on the Nexus Study percentages. The total estimated cost for the construction phase is \$15,200,000, of which 85.4% is SANBAG's share equating to \$12,980,000. SANBAG share is funded by a mix of Federal Demonstration grant, State Trade Corridor Improvement Funds (TCIF) grant, a portion of Burlington Northern Sante Fe's contribution, and Measure I 2010-2040 Major Streets (Grade Separation). Staff recommends approval of this item.

The Cooperative Agreement extends through 2017, duration of five years, and not in compliance with policy. The extended duration is required to accomplish all of the necessary tasks including the final resolution of all potential claims, construction close-out, and final payments. SANBAG Policy 11000, part V.F. states: "The maximum term for standard SANBAG contracts, unless otherwise authorized by the Board of Directors, shall be for three years." Authorization for a contract duration of five years is requested.

Recommendation 3: The service of a construction management consultant is required prior to a construction contract being awarded. The consultant will provide construction management, inspection, materials testing, and construction surveying services for this project. The consultant will also provide constructability reviews, assist with advertising the project for construction, and other preconstruction activities as required. Awarding the construction management contract in October will allow the selected firm to perform a constructability review before the PS&E is finalized. To meet the project schedule, staff is requesting the release of Request for Proposals (RFP) 12241.

Recommendation 4: SANBAG Procurement Policy 11000 specifies that two Caltrans staff shall serve on the evaluation panel for selection of a qualified firm. The Palm Avenue Grade Separation is off the State highway system project located in an area that encompasses land in the County of San Bernardino and City of San Bernardino, and does not impact any freeway facilities. As a result, staff requests a waiver of this policy for the procurement of the construction

Major Projects Agenda Item

June 21, 2012

Page 2

management consultant for this project. Based on the expertise needed on the panel and Caltrans staff availability, staff may invite a Caltrans staff member to participate.

Financial Impact: This item is consistent with the approved SANBAG fiscal year 2012/2013 budget. Task No. 0874

Reviewed By: This item will be reviewed by the Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contracts Manager is currently reviewing the agreement and RFP as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

CONSTRUCTION COOPERATIVE AGREEMENT NO. C12241

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF SAN BERNARDINO

FOR

**GRADE SEPARATION CONSTRUCTION AT PALM AVENUE AND THE
BURLINGTON NORTHERN SANTA FE RAILWAY IN SAN BERNARDINO AREA**

THIS AGREEMENT is effective on the “Effective Date” identified herein by and between the San Bernardino County Transportation Authority (hereinafter referred to as “AUTHORITY”), and the City of San Bernardino (hereinafter referred to as “CITY”). AUTHORITY and CITY are each a “Party” and collectively “Parties” herein.

RECITALS:

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identify freeway interchange, major street, and rail-highway grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, AUTHORITY and CITY intend to construct a grade separation at Palm Avenue and the Burlington Northern Santa Fe railway (BNSF) (hereinafter referred to as the “PROJECT”); and

WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and is included in the SANBAG Nexus Study and will be carried out in accordance with the policies of the Measure I 2010-2040 Strategic Plan; and

WHEREAS, the Parties desire to proceed with construction activities for the PROJECT, hereinafter referred to as “Construction Work”; and

WHEREAS, this Construction Cooperative Agreement (“Agreement”) is intended to delineate the duties, and funding responsibilities of the Parties for the PROJECT Construction Work; and

WHEREAS, CITY has requested and AUTHORITY agrees that AUTHORITY will be the lead agency to complete the Construction Work for the PROJECT; and

NOW, THEREFORE, the Parties agree to the following:

SECTION I

AUTHORITY RESPONSIBILITIES:

1. To be the lead agency for this PROJECT and to undertake and complete the Construction Work for the PROJECT as shown in Attachment A, herein incorporated into this Agreement, and subject to the following provision:
 - a. To complete construction activities according to agreed upon standards and to turn over the completed project to the CITY for their ongoing responsibility and maintenance, which shall not unreasonably be withheld.
2. In accordance with the Measure I 2010-2040 Strategic Plan (“Strategic Plan”), be responsible for 85.4 percent of the total eligible PROJECT Construction Work expenses that are incurred by AUTHORITY for an amount not to exceed \$12,980,800, subject to paragraph 11 of Section III.
3. To prepare and submit to CITY an original and two copies of signed invoices for reimbursement of eligible PROJECT Construction Work expenses. Invoices shall be submitted to CITY monthly.
4. To abide by all AUTHORITY, CITY, State, and Federal laws, regulations, policies, and procedures pertaining to the PROJECT.
5. To maintain all source documents, books and records connected with AUTHORITY’s performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to CITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of CITY. Copies will be made and furnished by SANBAG upon written request.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY’s request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT ROW Work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT Construction Work costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 120 calendar days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies, of which report shall be submitted to CITY, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific ROW Work activities.

8. To cooperate in having a PROJECT-specific audit completed by CITY, at CITY's option and expense, upon completion of the PROJECT Construction Work. The findings of the audit must indicate that all funds expended on the PROJECT were used in conformance with this Agreement.
9. To repay to CITY any reimbursement for CITY costs that are determined by subsequent audit to be unallowable within ninety (90) days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fail to reimburse moneys due CITY within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, the CITY reserves the right to withhold future payments due AUTHORITY from any source under CITY's control.
10. To include CITY in Project Development Team (PDT) meetings, if and when such meetings are held, and related communications on PROJECT progress and to provide at least quarterly schedule updates to CITY.

SECTION II

CITY RESPONSIBILITIES:

1. To reimburse AUTHORITY within 30 calendar days after AUTHORITY submits to CITY an original and two copies of the signed invoices in the proper form covering those actual eligible PROJECT Construction Work expenditures that were incurred by AUTHORITY, consistent with the invoicing requirements of the Strategic Plan, including back up information. Invoices maybe submitted to CITY as frequently as monthly.
2. In accordance with the Strategic Plan, be responsible for 14.6 percent share of the total eligible PROJECT Construction Work expenses incurred (see Attachment B) in an amount not to exceed \$2,219,200 subject to paragraph 11 of Section III. CITY shall have no further responsibilities to provide any additional funding beyond its specified cost share in exceeding this amount without prior CITY approval.
3. To abide by all AUTHORITY, CITY, State, and Federal laws, regulations, policies, and procedures pertaining to the PROJECT.
4. To accept the completed Project upon completion of Construction work and to be responsible for the facilities and their maintenance from this point forward.

SECTION III

IT IS MUTUALLY AGREED:

1. If a federal appropriation or earmark is used for PROJECT Construction Work costs, application of those funds shall be consistent with SANBAG Policy 40001/ VS-30.
2. The PROJECT Construction Work costs have been determined to be \$15,200,000 (see Attachment B).
3. Eligible PROJECT Construction Work reimbursements shall include only those costs incurred by AUTHORITY for PROJECT Construction Work activities that are described in this Agreement and Attachment A and shall not include escalation or interest. SANBAG Policy 40006/VMS 25 further defines eligible Construction Work regarding excess land and applies to this Agreement.
4. Any funds advanced by CITY for AUTHORITY's share towards eligible PROJECT Construction Work costs shall be reconciled before completion of the construction phase of the PROJECT.
5. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority, or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.
6. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring or arising by reason of anything done or omitted to be done by CITY and under or in connection with any work, authority, or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
7. CITY and AUTHORITY represent that they have sufficient insurance coverage for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective insurance programs, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

8. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by AUTHORITY.
9. This Agreement will terminate on December 31, 2017. The Agreement may also be terminated by either party by giving the other party 30 days written notice.
10. That CITY, at CITY's option and in coordination with AUTHORITY, may assign additional resources to the PROJECT Construction Work to facilitate its timely completion.
11. In the event AUTHORITY determines PROJECT Construction Work may exceed the not to exceed amounts identified in this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the contribution amounts identified in this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT Construction Work costs in excess of the contribution amounts identified in this Agreement absent a written amendment to this Agreement that is approved by all Parties.
12. This Agreement may be signed in counterparts, each of which shall constitute an original.
13. The "Effective Date" of this Agreement is the date in which AUTHORITY executes this Agreement.

####

SIGNATURES ON FOLLOWING PAGE:

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF SAN BERNARDINO

By: _____
Janice Rutherford, President
Board of Directors

By: _____
Andrea Travis-Miller
Acting City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
James F. Penman
City Attorney

Date: _____

Date: _____

CONCURRENCE:

By: _____
Kathleen Murphy-Perez
AUTHORITY Contracts Manager

Attachment A

Construction Work for Palm Avenue Grade Separation

Construction Work for the PROJECT includes, but not limited to, the following activities:

1. Provide construction management services including construction inspection, materials testing, and surveying as required for the PROJECT.
2. All construction activity required to complete the project according to required standards to turn over the project to the CITY.

Attachment B

Project Funding Table

Total estimated construction management costs for construction management, construction materials testing and inspection, and construction surveying is \$2,000,000.

Total estimated construction capital costs including railroad work and any environmental mitigation expenses is \$13,200,000.

Total estimated construction cost is \$15,200,000.

The City of San Bernardino local fair share is 14.6 percent of eligible expenses incurred, with a not to exceed amount of \$2,219,200.

The SANBAG share is 85.4 percent of eligible expenses incurred, with a not-to-exceed amount of \$12,980,800.

**ATTACHMENT A
SCOPE OF SERVICES**

CONTRACT NO: C12240

San Bernardino Associated Governments

Palm Avenue Grade Separation Project

INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
 - 1. Pre-construction Services
 - 2. Bid Process
 - 3. Project Administration
 - 4. Construction Coordination
 - 5. Construction Inspection
 - 6. Project Support
 - 7. Cost and Schedule
 - 8. Change Orders and Claims
 - 9. Safety
 - 10. Project Close Out
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO BE FURNISHED BY SANBAG
- G. STANDARDS
- H. AVAILABILITY AND WORK HOURS
- I. LIMITATIONS TO AUTHORITY
- J. THIRD PARTY RELATIONSHIPS
- K. CONSTRUCTION SITE SAFETY
- L. BASIS FOR SURVEY AND MONUMENT MARKING
- M. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SANBAG) will utilize the services of CONSULTANT to support the construction activities for the Interstate 15 /Ranchero Road Interchange Project ("Project"), which is anticipated to go out to bid in mid-2012. The CONSULTANT will provide construction management, materials testing and construction surveying for the Project. A description of the Project is given below.

Palm Avenue Grade Separation Project

This project proposes to grade separate Palm Avenue over the BNSF tracks and Cajon Boulevard about 300 feet north of the current at-grade crossing. Palm Avenue will remain one lane in each direction with added turn pockets at intersections. A new connector from Palm Avenue to Cajon Boulevard will be constructed around a new detention basin added to accommodate onsite drainage. A slight realignment of Industrial Parkway and its intersection with Palm Avenue will also be incorporated into the project. The project will also include utility relocations, drainage modifications, signing and striping, traffic handling, and replacement planting.

The Authority intends to advertise, award and administer one construction contract for this project. The successful consultant firm will provide the construction management and support services.

Services

Services are anticipated to generally include, but are not limited to the following: participation in the evaluation of scheduling of the proposed project; constructability review; construction project advertising, bid analysis, and award; construction inspection; construction surveying, materials testing, landscape inspection, contractor interface and contract administration; office engineering; public outreach services and other assorted duties as appropriate in managing construction of a capital highway improvement project.

It is expected that the Consultant will assign a full-time Resident Engineer to coordinate all contract and personnel activities for all phases of construction. Other Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all project specific field activities and responsibilities as needed for satisfactory performance on the project. The Resident Engineer and every Resident Engineer assigned for this project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal through the duration of the contract. The Consultant is expected to provide a Survey Project Manager, Materials Testing Project Manager, and Landscape Architect to administer the construction support services requested herein and to assign qualified field personnel to perform the requested services. Furthermore, the Consultant shall provide a public outreach liaison to assist the Authority's Public Information Office, and the City of San Bernardino in implementing the Public Outreach Program established for this project.

Insofar as the Consultant's approach described in the Proposal, the scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the Consultant. The Proposal shall include a staffing plan, an organization chart and a resource loaded schedule that

establish the firm's ability to adequately and appropriately staff and manage the project.

The Authority anticipates that the total contract will be approximately 29 months in duration, with preconstruction services starting in October 2012, construction starting in April 2013 and ending in January 2015 followed by closeout activities not exceeding two months. A 60 day landscape plant establishment period is anticipated. The estimated construction capital cost of the project is about \$13 million.

CONSULTANT shall provide qualified construction management and inspection, materials testing, construction surveying and public relations personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Project.

SANBAG has designated a Project Manager to coordinate all construction activities.

Mr. Mike Barnum, Construction Manager

The CONSULTANT shall report to and receive direction from SANBAG through the Project Manager, or his designees. The SANBAG Project Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Project Manager will be the main contact and primary source of information between SANBAG, cities, outside agencies, supporting consultants and the public for the construction projects.

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. The Resident Engineer shall be a Civil Engineer registered in the State of California and shall be in responsible charge of construction management and construction activity within the Project.

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. The Project Manager, with prior 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. 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 Project. 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.

Materials Testing: The number of field testing personnel assigned to the Project will vary throughout the duration of the construction contract. CONSULTANT certified materials testing personnel will be assigned as needed by the Resident Engineer to meet the required numbers and frequencies of testing based on schedule of the construction contractor.

Materials Testing Services will be provided on an on-call basis. The duration of assignments could vary from a minimum of a few hours to the full term of the Project. CONSULTANT personnel will be available within one (1) day of written notification by SANBAG.

It is the intent of SANBAG to maintain a consistency of material testing quality throughout each phase of each project. CONSULTANT is therefore encouraged to provide, where ever and whenever possible, the same field personnel for the duration of construction of each project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the SANBAG Construction Manager.

Resumes of materials testing personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. If, at any time, the level of performance of any testing personnel is below expectations, SANBAG may release that field person and request that another be assigned as needed.

If a member of CONSULTANT's materials testing personnel is on a leave of absence, CONSULTANT's Project Manager will provide an equally qualified replacement employee until the original member returns to work. The replacement employee will meet all the requirements of a permanently assigned employee.

All CONSULTANT personnel will be knowledgeable of, and comply with, all applicable local, state, and federal regulations. All personnel shall cooperate and consult with SANBAG during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the Project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

Construction Surveying: CONSULTANT will furnish surveying crew(s) to perform construction surveys for the Project. The number of survey crew(s) assigned to the Project may vary throughout the duration of the construction contract to meet the Project needs. CONSULTANT personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

Construction surveying services will be provided on an on-call basis. It is the intent of SANBAG to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey requirements and the assignments for the Project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the Resident Engineer.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

Resumes of CONSULTANT personnel and certifications must be submitted to SANBAG for review. CONSULTANT personnel must be approved by SANBAG prior to assignment to a project. SANBAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT personnel. If, at any time, the level of performance of any CONSULTANT survey personnel is below expectations, SANBAG may release the survey crew member and request that another be assigned.

If CONSULTANT's survey crew personnel assigned to the Project is on a leave of absence, the Project Manager will provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement(s) will be required to meet all the requirements of the permanently assigned employee(s).

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with SANBAG officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the Project plans and specifications.
- Keep records and document work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services

a. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SANBAG, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

b. Budget

CONSULTANT shall review the Project estimate and provide recommendations to SANBAG, as appropriate, to ensure efficient utilization of funds and control of project costs.

c. Constructability Review

CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies and report such findings to SANBAG in a format provide by SANBAG.

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, design engineer, Caltrans, County and City staff, 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 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.
- 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 in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SANBAG Major Projects Portal
- g. CONSULTANT shall monitor Contractors' construction schedules 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 in a format approved by SANBAG. The activity report shall include among other items 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, 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 as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans 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. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer to effectively manage the Project.

- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SANBAG, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.
- c. CONSULTANT shall maintain regular contact with SANBAG's Project/Construction Manager.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
- e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.
- f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements 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 construction staging program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the Construction Manager. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG and Caltrans. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the Construction Manager and the design engineer.
- j. CONSULTANT shall review and approve falsework and shoring plans.
- k. CONSULTANT shall review and approve Traffic Control Plans and forward to SANBAG for Caltrans/City/County approvals, as necessary.

- I. CONSULTANT shall coordinate all Project construction activities with other ongoing projects within and adjacent to the Project limits.

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City 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 daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, 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 thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 - 1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping 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 construction of the Project is being performed in accordance with the contract documents.
 - 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.

- 3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
- 4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.
- 5) 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.
- 6) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
- 7) Preparing construction sketches, drawings, and cross-sections, as necessary.
- 8) Assisting in the preparation of as-built plans.
- 9) Providing inspections for environmental compliance.
- 10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- 11) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 12) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

CONSULTANT shall assist the Resident Engineer in all phases of construction staking and calculations as needed.

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e) Perform construction staking, including but not limited to:
 - i. Utility relocations
 - ii. Clearing limits
 - iii. Slope staking
 - iv. Storm drain, sanitary sewer, and irrigation systems
 - v. Drainage structures
 - vi. Curbs, gutters, and sidewalk
 - vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
 - viii. Rough grade
 - ix. Finish grade
- f) Monitor for settlement, if required.
- g) Global Positioning Satellite (GPS) equipment shall be made available if required by SANBAG

2) Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25 foot intervals for travel lanes.

3) Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict

plan data for station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

Profile data sheets are required for all profiles shown on the plans identifying vertical design elements such as grade, point of intersection (PI) location, beginning of vertical curve (BVC) location, end of vertical curve (EVC) location, and curve length.

4) Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

5) Right of Way Lines

Existing right of way and easements will be established from Local Agency's record information and existing monumentation.

- a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
- b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.
- c) Perpetuate existing monumentation which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

- a) Right of Way Surveys which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.
- b) Final monumentation which includes setting of centerline points of control upon completion of construction.

6) Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies.

7) Control Survey

Includes Project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.

8) Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only.

CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing and Geotechnical Services

- 1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.
- 2) All field and laboratory testing is to be performed in accordance with California Test Methods.
- 3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach

- 1) General Public Outreach Plan
 - a) SANBAG's primary goal is to assure the public that SANBAG is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.
 - b) SANBAG will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on

construction schedule and staging. The primary target audiences identified for this Project include, but are not limited to:

- i. LOCAL AGENCY
 - ii. SANBAG Board
 - iii. LOCAL AGENCY and area Emergency Service Providers
 - iv. School Transportation Coordinator(s)
 - v. Local Business Community
 - i) Specific businesses with expanding priority based on proximity to work zone and detours
 - ii) Chamber of Commerce
 - vi. Commuters
 - vii. Recreational Travelers
 - viii. Trucking Industry
 - ix. Local media
 - i) Print
 - ii) Radio
 - iii) Television
- c) In the weeks prior to the selection of a construction contractor, SANBAG will coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
- d) Following the emergency responders briefing, SANBAG will coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
- e)
- f) Just prior to the start of field construction activities, SANBAG and CONSULTANT (includes all PR subs) will coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.
- g) Prior to construction beginning, SANBAG and CONSULTANT will coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for

the event. CONSULTANT will be responsible for set up and breakdown of the event site. Staffing this event will be determined based on availability.

- h) Near the completion of the construction Project, SANBAG and CONSULTANT will coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.
- i) At various stages throughout the Project, SANBAG will request support from CONSULTANT for the following items:
 - i. Establish and maintain stakeholder and/or 'interested parties' list(s) – used for sharing Project updates during Project construction. May need to be filtered to specific audiences (i.e. emergency responders, city government, etc.)
 - ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SANBAG contact information, LOCAL AGENCY contact information, photos, logos, etc.)
 - iii. Weekly media advisories (use SANBAG template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SANBAG Public Information Office for approval, submit to webmaster for posting, distribute to appropriate media and stakeholder list.
 - iv. Emergency notices – when needed.
 - v. Develop web content for project tab on SANBAG website. This page should include same elements of fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to SANBAG Public Information Office for approval prior to submitting to webmaster.
- 2) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SANBAG Public Information Office before agreeing to appear.
- 3) All media inquiries shall be directed to the SANBAG Public Information Office.
- d. Permits

CONSULTANT shall review the Project for permit compliance and coordinate with SANBAG and the design engineer 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.

7. Cost and Schedule

- a. CONSULTANT shall monitor and track the following:
 - 1) Contract pay item quantities and payments
 - 2) Contract change orders
 - 3) Supplemental work items
 - 4) Agency furnished materials
 - 5) Contingency balance
 - 6) Project budget
- b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.
- c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel 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.

8. Contract Change Orders and Claims

- a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.
- b. CONSULTANT shall attempt to avoid 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.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide 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.

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SANBAG, Local Agencies, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SANBAG all Project files.
- g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all Project permits.

- h. Project closeout services will be completed within two months of project acceptance.

D. DELIVERABLES

1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.
2. Monthly Project Activity Summary Reports.
3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction Project.
5. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
6. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, change order data, claims and claim reports, and Contractor payment records.
7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SANBAG with the Project files.
9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
 - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
 - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
 - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SANBAG. A copy of all survey documents furnished by SANBAG shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

- d. Deliverables to the Resident Engineer shall follow the format specified below:
 - 1) Horizontal Control
 - 2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
 - 3) Vertical Control
 - 4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
 - 5) Topography
 - 6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.

- e. Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:
 - 1) Conventional Cross – Sections (each cross – section):
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.
 - 2) Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.
 - 3) Data Collector Data
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.
 - 4) Other—As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, 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 flashing yellow lights, either permanently or temporarily affixed.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
 - d. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
 - a. Survey vehicles:

Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.
 - b. Data Processing Systems:

Data processing systems shall include hardware and software to:

 - 1) Performing survey and staking calculations from the design plans and specifications;

- 2) Reduce survey data collected with conventional and total station survey systems;
 - 3) Perform network adjustments for horizontal and vertical control surveys;
 - 4) Format survey data to be compatible with the Caltrans computer survey and data system.
- c. Drafting equipment and supplies.
 - d. Digital calculators.
 - e. Hand tools as appropriate for the requested survey work.
 - f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).
 - g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.
 - h. Leveling instruments and equipment:
 - 1) Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
 - 2) Suitable level rods for the work to be performed.
 - i. Distance measuring instruments and equipment:
 - 1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
 - 2) Prisms, sufficient to perform the required work.
 - 3) Tapes; steel, cloth.
 - j. Angle measuring instruments and equipment:
 - 1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
 - 2) Targets as required to perform the work.
 - k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.
 - l. Radio or cellular communications equipment for communication between field office and field crews.
 - m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY SANBAG

1. SANBAG will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SANBAG will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.
2. SANBAG will provide copies of all previously secured permits and Project authorizations.
3. Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans Manuals including:

1. Construction Manual and its revisions
2. Bridge Construction Records and Procedures Manual
3. Quality Assurance Program Manual
4. Manual of Traffic Controls for Construction and Maintenance Work Zones
5. Caltrans Standard Specifications and Standard Plans
6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
7. Manual of Test (3 volumes)
8. Survey Manual
9. District 8 Standard Staking Procedures Manual

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for

survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

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 Construction Manager.

H. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by SANBAG's construction Contractor including nights and weekends. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SANBAG Construction Manager.

Unless otherwise directed by SANBAG, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SANBAG.

I. 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.

J. 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. 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.

K. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.
3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways.
4. All safety equipment will be provided by CONSULTANT.

L. BASIS FOR SURVEY AND MONUMENT STAKING

SANBAG will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SANBAG will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments are subject to approval by SANBAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the Project should have the following qualifications:

1. Project Manager

- a. A minimum of six (6) years' project management experience on similar construction projects is desired.
- b. Accessible to SANBAG at all times during normal working hours.
- c. A thorough understanding of Caltrans construction practices and procedures. The Project Manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave.
 - 4) Prepare monthly reports for delivery to SANBAG.

2. Resident Engineer

- a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:
 - 1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
 - 2) Assign field personnel to specific project tasks.
 - 3) Monitor and track Contractor progress.
 - 4) Prepare daily, weekly and monthly reports as required.
 - 5) Coordinate utility relocations with appropriate agencies and the utility

- inspector.
- 6) Act as prime field contact between various project Contractors and SANBAG's Construction Manager.

3. Assistant Resident Engineer

- a. A minimum of four (4) years' experience on similar construction projects is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the direction of the Resident Engineer and will assume the following functional responsibilities:
- 1) Monitor and provide daily direction to CONSULTANT inspection personnel.
 - 2) Assign field personnel to specific project tasks.
 - 3) Monitor and track Contractor progress.
 - 4) Prepare daily, weekly and monthly reports as required.
 - 5) Coordinate utility relocations with appropriate agencies.

4. Lead Field Inspector

- a. A minimum of six (6) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.
- b. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Ability to direct the efforts of subordinate inspectors.
- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- f. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:

- 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
- 2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- 4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
- 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- 6) Provide input for the redesign of facilities to fit existing field conditions.
- 7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

- a. Two (2) years' construction inspection experience in public works or similar projects or a four-year degree in the field of civil transportation engineering is desired.
- b. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- d. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- e. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
 - 2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
 - 4) Perform quantity calculations for progress pay estimates and maintain Project records.
 - 5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
 - 6) Provide input for the redesign of facilities to fit existing field conditions.

- 7) Perform construction materials sampling.
- 8) Perform labor compliance interviews of the Contractors' personnel.

6. Structural Representative or Lead Structural Inspector

- a. A minimum of six (6) years' of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Knowledge of stress analysis, structural mechanics, and strength of materials.
- d. Knowledge of Caltrans construction practices and the physical characteristics and properties of various bridge construction materials including concrete.
- e. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.
- f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- g. Ability to direct the efforts of subordinate inspectors.
- h. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- i. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
 - 2) Make grade, alignment, quantity, falsework, and shoring calculations.
 - 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
 - 4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
 - 5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.

- 6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

- a. A minimum of two (2) years' of bridge design or structural construction inspection as related to Caltrans or major public works projects or a four-year degree in civil or structural engineering is desired.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.
- c. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.
- d. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and shoring.
- e. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- g. Understanding of Caltrans construction methods and practices. The Structural Inspector will assume the following functional responsibilities:
 - 1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.
 - 2) Make grade, alignment, quantity, falsework, and shoring calculations.
 - 3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
 - 4) Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. Office Engineer

- a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.
- b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.

- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.
- g. The Office Engineer will assume the following functional responsibilities:
 - 1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
 - 2) Prepare and process contract change orders.
 - 3) Monitor construction budget and schedule.
 - 4) 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.
 - 5) Perform routine calculations and checking of quantities.
 - 6) Coordinate all office activities and functions with SANBAG representatives.

9. Materials Testing Project Manager

- a. A minimum four (4) years' project management experience on a similar highway/bridge construction project is desired.
- b. Licensed Civil Engineer in the State of California.
- c. Ability to use typical computer programs including word processing and spreadsheets.
- d. The materials testing project manager will assume the following functional responsibilities:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory and field personnel.
 - 2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.
 - 5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.

Material testing personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans

test procedures may be performed at the discretion of the SANBAG Construction Manager.

10. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel shall be certified by Caltrans and should have a minimum of two (2) years' experience in conducting material sampling and testing of the type required for the projects involved and possess the following additional capabilities:

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the Project site.
- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.
- d. Specific qualifications for technicians are as follows:

1) CONSTRUCTION TECHNICIAN I

- a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:
 - i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
 - ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.
- b) Knowledge and Skills Required
 - i. Knowledge of tools, equipment and vehicles utilized in construction.
 - ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
 - iii. Knowledge of basic mathematics used in the computation of a variety of construction items.
 - iv. Knowledge of record keeping, preparing of documents and reports.

2) CONSTRUCTION TECHNICIAN II

- a) Performs a variety of skilled activities. Examples of duties

assigned to this classification are:

- i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
- ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
- iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
- iv. Confers with construction engineers and contractors regarding construction in progress and its conformance to specifications and construction plans.
- v. Answers questions and resolves problems.
- vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
- vii. Keeps daily diary of work progress.
- viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
- ix. Keeps accurate documentation for force accounts and possible claims.

b) **Knowledge and Skills Required**

- i. All knowledge and skills required of lower classification.
- ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
- iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

3) **CONSTRUCTION TECHNICIAN III**

a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:

- i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
- ii. Perform a variety of structural material tests and inspections.
- iii. Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
- iv. Participates in the preparation of completed work

- v. estimates, to calculate compensation due contractor.
- vi. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
- vii. Supervises all work activities involved in construction projects, laboratory, and quality control work.
- viii. Recommends approval of proposed Project changes.

b) Knowledge and Skills Required

- i. All knowledge and skills required of lower classifications.
- ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
- iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
- iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

11. Construction Surveying Project Manager

- a. A minimum four (4) years' project management experience on similar construction projects is desired.
- b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.
- c. Accessible to the Resident Engineer and SANBAG at all times during normal working hours as specified in this Scope of Services.
- d. Under the direction of the Resident Engineer, the Project Manager will be responsible for:
 - 1) Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
 - 2) Assign personnel to projects on an as-needed basis.
 - 3) Administer personal leave, subject to approval of the Resident Engineer.
 - 4) Prepare monthly reports for delivery to the Resident Engineer.

12. Field Party Chief(s)

- a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:

- 1) A licensed Land Surveyor in the State of California.
 - 2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
 - 3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).
- b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:
- 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 2) Ability to make effective decisions concerning field problems and work in progress.
 - 3) Familiarity with typical coordinate geometry computer programs.
 - 4) Familiarity with safety requirements for surveying near traffic.
- c. The Party Chief(s) will assume the following responsibilities:
- 1) Perform construction staking services for Project construction.
 - 2) Administer day to day activities for the survey party.
 - 3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
 - 4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

13. Survey Crews

- a. Qualifications for survey crew members should include the following:
- 1) A minimum of one (1) year of survey experience on similar construction projects is desired.
 - 2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
 - 3) Ability to assist Party Chiefs and office personnel in all required surveying work.
 - 4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.
- b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:

- 1) Perform basic calculations to support construction staking.
- 2) Maintain continuous communication with Party Chiefs and office personnel.



■ 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: June 21, 2012

Subject: Memorandum of Understanding C12254 with the Southern California Regional Rail Authority for the Design and Construction Support for the Eastern Maintenance Facility and Downtown San Bernardino Passenger Rail Project.

Recommendation:* That the Committee recommends the Board:

1. Approve Contract No. C12254, between the Southern California Regional Rail Authority and SANBAG for the design review and construction support for the expansion of EMF and the Downtown San Bernardino Passenger Rail Project for a not-to-exceed amount of \$225,000.
2. Approve Fiscal Year (FY) 2012/2013 budget amendment to reduce task 0507 State Transit Assistance Fund in the amount of \$225,000 funded by State Transit Assistance Fund for a new task total of \$26,105,985.
3. Approve Fiscal Year 2012/2013 budget amendment to increase task 0379 Commuter Rail Capital in the amount of \$225,000 funded by the State Transit Assistance Fund for a new task total of \$23,641,568.

Background: The Downtown San Bernardino Passenger Rail Project (DSBPRP) is comprised of two parts, the expansion of the Southern California Regional Rail Authority (SCRRA), Eastern Maintenance Facility (EMF), and the extension of Metrolink

*

Approved
 Major Projects Committee

Date: June 21, 2012

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

MPC1206a-maa
 Attachment: C12254

service to the proposed San Bernardino Transit Center (SBTC) at Rialto Avenue and E Street. The design for the EMF portion of the project has been completed, and reviewed and approved by SCRRA. The design for the extension is 90% complete and has been reviewed by SCRRA, the City of San Bernardino, and staff.

Completion of the environmental documentation phase is near complete with a projected certification for the California Environmental Quality Act (CEQA) by the SANBAG Board in September, 2012, followed by right-of-way acquisition, and construction bidding in the first or second quarter of 2013.

The MOU represents a definition of duties to be performed by SANBAG and SCRRA during the design review and support phases of construction. A post construction maintenance and operations determination of costs will be performed prior to the completion of construction and after approval of this MOU. Since the construction of the extension to the SBTC will not be completed until mid-2014, the costs for maintenance and operations of this extension will be included in SANBAG's subsidy to SCRRA in the FY 2014/2015 budget. It is anticipated that the additional costs will be minimal as compared to the overall subsidy since only 1 mile of track is being added to the existing Twenty-Three miles of the San Bernardino Line owned by SANBAG.

Bids for the EMF portion of the project were received on May 16, 2012, with the related construction contract, C12217, approved at the June 6, 2012 Board meeting with execution of the construction contract, contingent on this Committee's approval of this MOU. At the same meeting, the Board delegated authority to the Major Projects Committee to approve this MOU Contract No. C12254.

Yearly, SANBAG budgets its apportioned State Transit Assistance funds that will be used by eligible claimants other than SANBAG to task 0507 State Transit Apportionment. SANBAG provides these funds to transit operators through a separate Transit Claim process under California state statute and the Public Utilities Code. SANBAG as a member of the Southern California Regional Rail Authority is an eligible claimant of these funds, but typically budgets funds as needed with specific strings in its anticipated tasks. This unforeseen expenditure, however, requires that SANBAG perform a budget transfer from Task 0507 to Task 0379 Commuter Rail Capital so that SANBAG can cover the expenses to be incurred for this contract.

Financial Impact: This item is not consistent with the FY 2012/2013 expenditure budget and requires a budget amendment as stated under recommendations two and three.

Transfer from Task No. 0507 STA Apportionment, State Transit Assistance Fund \$225,000 into Task No. 0379, Commuter Rail Capital.

Reviewed By: This item is scheduled to be reviewed and approved by the Major Projects Committee on June 21, 2012. SANBAG's General Counsel and Contract Administrator have reviewed the draft MOU as to form.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

CONTRACT SUMMARY SHEET

Contract No. C 12254 Amendment No. _____

By and Between

SANBAG (As Commission & Authority) and Southern California Regional Rail Authority

Contract Description Design and Construction Support for the Eastern Maintenance Facility and Downtown San Bernardino Passenger Rail Project

Board of Director's Meeting Date: July 11, 2012

Overview of BOD Action: 1. By authority granted by the SANBAG Board of Directors, that the Major Projects Committee approve Contract No. C12254, between the Southern California Regional Rail Authority and SANBAG for the design review and construction support for the expansion of EMF and the Downtown San Bernardino Passenger Rail Project for a not-to-exceed amount of \$225,000. 2. Approve a budget transfer for FY 2012/2013 in the amount of \$25,000 as described in the financial impact section.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	225,000	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	225,000	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$	225,000

Contract Start Date 6/21/12	Current Contract Expiration Date	Revised Contract Expiration Date
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Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. _____

A Budget Amendment is required.

How are we funding current FY? Task 0379 State Transit Assistance Fund \$225,000

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

Provide Brief Overview of the **Overall** Funding for the duration of the Contract: State Transit Assistance Fund

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes: Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ % Underutilized DBE (UDBE) Goal _____ %

Mitch A. Alderman

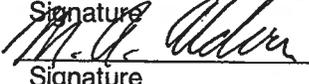
Task Manager (Print Name)

Mitch A. Alderman

Project Manager (Print Name)

Contracts Manager (Print Name)

Chief Financial Officer Signature (Print Name)

	6/13/12
Signature	Date
	6/13/12
Signature	Date
Signature	Date
Signature	Date

MEMORANDUM OF UNDERSTANDING

C12254

BETWEEN THE

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

FOR THE DEVELOPMENT OF

**THE EASTERN MAINTENANCE FACILITY (EMF) EXPANSION PHASE 3 PROJECT AND
THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT (DSBPRP)**

I. PARTIES AND TERM

- A. This Memorandum of Understanding ("MOU") is executed and entered into this _____ day of _____, 2012, by and between the SAN BERNARDINO ASSOCIATED GOVERNMENTS ("SANBAG") and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY ("SCRRA") (and together the "Parties").
- B. The Term of this MOU will commence on the date first specified above and terminate upon the completion, acceptance and handover to SCRRA for operation and maintenance of the EMF expansion and DSBPRP operating envelopes, or June 30, 2016 whichever is earlier. For purposes of this MOU, the "Operating Envelope" shall mean those systems required by SCRRA for the operation and maintenance of Metrolink service, including track, signals, at-grade crossings, visual and audio information systems and crew facilities or within 25 feet from track centerlines including platforms.

II. RECITALS

- A. SANBAG is a joint exercise of power authority designated as the San Bernardino County Transportation Commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.
- B. SCRRA is a joint powers authority created and existing pursuant to California Government Code Section 6500 et seq., and Public Utilities Code Section 130255.
- C. SANBAG is lead agency with regard to planning and development of the Phase 3 expansion of the Eastern Maintenance Facility Project ("EMF") and the Downtown San Bernardino Passenger Rail Project ("DSBPRP") (The EMF and the DSBPRP are separate independent Projects, but may, for convenience in this MOU be collectively or individually referred to herein as the "Projects").
1. The EMF expansion will accommodate the staging, servicing, and maintenance of train sets proposed for operation of the Projects, inclusive

of operations for the San Bernardino and Inland Empire Orange County (IEOC) lines.

2. The DSBPRP is an extension of the existing SCRRA service utilizing the Redlands Branch right-of-way (ROW), from the current Santa Fe Depot terminus to the proposed San Bernardino Transit Center (SBTC) to be located at Rialto Avenue and E Street. The route from the Santa Fe Depot to the SBTC may be referred to as the "First Mile".
- D. SANBAG as lead agency is primarily responsible for all design and construction of the EMF and the DSBPRP. SCRRA, controls, operates, and maintains the EMF pursuant to its rights under a December 12, 2007 Agreement with the BNSF, and upon completion of construction will operate and maintain the service, ROW and associated infrastructure relative to the Operating Envelope to be developed through the EMF and DSBPRP. SCRRA's technical and operational assistance, guidance, and approval are therefore imperative to the successful design and construction of the Operating Envelope of both the EMF expansion Project and DSBPRP.
- E. The Parties desire to enter into this MOU for the purpose of documenting the terms and conditions of cooperation between the Parties with regard to the EMF and DSBPRP.

III. SANBAG'S RESPONSIBILITIES

A. General

1. SANBAG will be responsible for design, construction, and implementation of the EMF and the DSBPRP and will be responsible for 100% of all costs for both Projects, including, but not limited to costs incurred in the preparation of contract documents, advertising for bids, awarding design and/or construction contracts, all construction capital and support costs required for satisfactory completion of both Projects, and all costs incurred by SCRRA reimbursable pursuant to this MOU. SANBAG will be the grantee of any funding from the federal government for the Projects. SANBAG may use non-federal funds for the Projects and will be responsible for any grant application and reporting requirements associated with the use of these funds. Any cost reimbursement to any funding agencies by reason of the Projects shall be the sole obligation of SANBAG.
2. SANBAG will be responsible for coordination among all third parties, including public agencies, and will be solely responsible for obtaining all licenses, permits, rights-of-entry, and any statutorily required permission to facilitate implementation and construction of the Projects. SANBAG will have sole responsibility for issuance of all notifications, and for obtaining all necessary agreements and approvals for any and all grade crossing modifications through the California Public Utilities Commission ("CPUC") and any other interested parties or agencies.

3. SANBAG will coordinate directly with Burlington Northern Santa Fe ("BNSF") and Amtrak where BNSF and/or Amtrak operations and/or infrastructure may be affected, including obtaining any permits, agreements, and approvals to modify tracks and operations. SANBAG and its contractors will coordinate with BNSF and SCRRA for dispatching interfaces between BNSF mainline and SCRRA EMF, and with SCRRA for dispatching all rail services (SCRRA, BNSF and Amtrak) through the Santa Fe Depot and Redlands Branch. SANBAG and its contractors will ensure that necessary protections are in place, coordinated through BNSF, for all works adjacent or upon BNSF main lines.
4. SANBAG will obtain approval from SCRRA, BNSF, and Amtrak, for all construction phasing proposals, associated schedules, work plans and operations in a timely manner prior to commencement of any work that has the potential to affect SCRRA, BNSF, and Amtrak operations, services, equipment, infrastructure or safety procedures. All construction phasing plans, demolition and abandonment, track removal, replacement, shoofly, new installation and stabling works must be approved by SCRRA, BNSF, and Amtrak as applicable.
5. All Project work performed by SANBAG, or performed on SANBAG's behalf, will be performed in accordance with all applicable state, federal, and local laws, regulations, policies, standards and procedures and SCRRA standards for operational tracks.
6. SANBAG will retain for a period of four years from the date of completion of a Project all records and accounts relating to Project construction. SANBAG will comply with all state or federal audit requirements and will allow SCRRA the same audit rights as are granted by law or regulation to the state or federal government.

7.

B Planning and Design

1. SANBAG is the CEQA Lead Agency and, if applicable, the Federal Transit Administration is the NEPA Lead Agency. SANBAG has or will assess Project impacts on the environment and has prepared or will prepare the appropriate level of environmental documentation and necessary associated supporting technical studies and technical reports in order to meet the requirements of CEQA and if applicable, NEPA. SANBAG will submit to SCRRA those investigative studies and technical environmental reports pertaining to the Operating Envelope for SCRRA's review and comment. The Parties acknowledge that the joint CEQA/NEPA document for the DSBPRP is nearly complete and expected to be released for public review in June 2012, and SANBAG will provide copies to SCRRA. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), environmental commitments and/or approval(s) for the Projects, all legal costs, including but not limited to SCRRA costs, attorneys' fees and any settlements

and/or payments arising out of or related to said legal challenges will be borne completely by SANBAG.

2. SANBAG will be responsible for overseeing the planning, scheduling, and holding of all public meetings/hearings related to the Projects, including but not limited to those related to or required by the CEQA environmental process and if applicable, the NEPA environmental process. The Parties acknowledge that many of these public meetings have already occurred as of the date of this MOU.
3. SANBAG will be responsible for all aspects of design of the Projects, including but not limited to retention of consultants and contractors; the preparation of detailed plans, specifications, and estimates; utility identification and location; all necessary right-of-way activities; and all necessary construction engineering for the Projects in accordance with all applicable state and federal laws, regulations, policies, procedures, and standards. All design work for the Projects that is related to the Operating Envelope will be submitted to SCRRA for review and approval at appropriate stages of each Project. Construction that is within or has the potential to affect the Operating Envelope will not commence until SCRRA has approved a Final Design.
4. SANBAG will ensure that all design within the Operating Envelope is in compliance with SCRRA Standards, Specifications and Procedures. SANBAG will in a timely manner submit site specific work plans and schedules as received by the Contractor per the specifications. Such schedule will not preclude SCRRA requests for additional documentation for approval prior to implementation should this be required in order to facilitate compliance with SCRRA rules, standards and specifications for all aspects of work within the Operating Envelope for which SCRRA will adopt operational and maintenance responsibilities. SANBAG will submit to SCRRA for review and comment the Project Quality Assurance/Quality Control procedures and all shop and manufacturing drawings associated with the related work in or related to the Operating Envelope.
5. SANBAG will, subject to the limitations in Section VI, below, reimburse SCRRA for all costs incurred in reviewing design documents and assisting in the design/pre-construction phase of each Project. Such costs may include SCRRA employees, consultants, contractors, or other direct costs and SCRRA overhead costs.

C. Hazardous Materials

1. SANBAG will be responsible for the investigation of potential hazardous material sites that could impact either or both Projects. If SANBAG discovers hazardous material or contamination within the footprint of the EMF construction during said investigation, SANBAG will immediately notify SCRRA. If, as a result of activities related to either or both Projects, remediation or removal of hazardous materials is required, SANBAG will be responsible at its sole expense for any remediation or removal, including the development of the necessary mitigation and

remediation plans and designs. Locations subject to protection or remediation include any utility relocation work undertaken on behalf of SANBAG. All remediation and disposal must be performed in accordance with all applicable federal, state, and local regulations.

D. Construction

1. During construction for each Project, the Parties will agree on a schedule of testing and inspection to ensure that both Parties have adequate opportunities to inspect all work respect with the Operating Envelope. At a minimum, SANBAG will report to SCRRA on all construction inspection, testing and commissioning within the Operating Envelope, and will seek SCRRA approval prior to final inspection and acceptance within the Operating Envelope.
2. SANBAG will be responsible for ensuring that any contractor or utility owner performing any work associated with the Projects within SCRRA's or SANBAG's right-of-way, obtains the necessary encroachment permit/Right-of-Entry from SCRRA prior to the beginning of work on any property owned or controlled by SCRRA. These permitting requirements are contained in SCRRA's Standard Access Procedures, in particular Form 6—Temporary Right of Entry Agreement, and Form 36—Right of Way encroachment Approval Procedures.
3. SANBAG agrees that the contract with its construction contractor will require insurance coverage meeting the following requirements:
 - GL: \$ 4 million \$8 million Aggregate
 - Prop: \$4 million 8 mill Aggregate
 - Auto: \$1 million
 - WC: Per State Statute
 - Builders Risk: \$3 million
 - Environmental: \$4 million
 - Railroad Protective: \$4 million with \$8 million aggregate

Railroad Protective Insurance must name SCRRA as insured and other Policies must contain an additional insured endorsement naming SCRRA, its member agencies, other operating railroads, and its officers, agents, and employees as additional insureds. This insurance coverage must be evidenced by a Certificate of Insurance in a form satisfactory to SCRRA which will be delivered to SCRRA before the commencement of work.
4. SANBAG will ensure that all construction is performed by appropriately licensed contractors and is performed in compliance with SCRRA Standards, Specifications and Procedures. All material utilized in construction within the Operating Envelope must be new and compatible with SCRRA standards and specifications. Where used in existing facilities, all material must meet all SCRRA requirements for compatibility with existing parts and components. In particular, SANBAG will ensure that all concrete ties throughout the EMF facility are placed on an asphalt

base similar to construction of the existing facility, and that double point derails are installed in accordance with SCRRRA standards.

5. SANBAG will remedy at its own cost any construction not approved by SCRRRA as compliant with SCRRRA standards and specifications.
6. During construction and prior to specific work tasks within the Operating Envelope, SANBAG will notify SCRRRA and seek its advance approval for any change order with the potential to affect SCRRRA operations or property, or that will significantly affect SCRRRA's future responsibilities upon completion of a Project.
7. SANBAG will ensure that its contractors fully comply with SCRRRA Right-of-Entry procedures. All associated personnel intending to work on or near the Right-of-Way (ROW) must be trained to SCRRRA requirements and that appropriate protection is arranged through SCRRRA for all such activities. ROTEM currently operates services within the EMF facility and protection will be required for all activities that have the potential to affect these services.
8. SANBAG will be responsible during construction to ensure that all materials, plant or equipment are setback from the operating railroad tracks and are not stored on or adjacent to railroad ROW but are stored at a sufficient distance to prevent fouling the track or have the potential to foul adjacent tracks.
9. SANBAG will be responsible during construction for waste management and disposal, employee welfare and facilities, and provision of and payment for utilities and services.
10. SANBAG will require that its contractors and employees comply with all SCRRRA rules, regulations, restrictions, codes of conduct, standards, procedures and safety obligations. Any deviation from same will require SCRRRA advance approval.
11. SANBAG will, prior to the commencement of construction within the Operating Envelope, provide for SCRRRA approval of a construction mitigation plan to protect SCRRRA's existing operations from all activities with the potential to generate substantial noise, dust, or other pollution. SANBAG will monitor and ensure that its contractor(s) comply with said plan.
12. SANBAG will require that its contractors secure all worksites, and will provide secured access/egress to the EMF worksite without use of existing accesses. SANBAG's contractors must employ security supervision to control access and ensure that workforces do not breach existing security arrangements. SANBAG will be fully responsible for any unauthorized access, damage, vandalism or theft that occurs during construction at the EMF that is not directly attributable to negligent actions or omissions of SCRRRA and will be responsible for all costs associated with remedying any such security breach. Overall perimeter

security of the EMF and the areas/buildings not affected by SANBAG's contractor's work will remain SCRRA's responsibility as owner/operators of the facility.

13. If unanticipated cultural, archaeological, paleontological, or other protected materials are encountered during construction at the EMF, or other property owned or controlled by SCRRA, SANBAG will stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. SANBAG is responsible for all costs associated with any removal or protection of such material.
14. SANBAG will ensure full access for emergency services throughout all worksites at all times.
15. SANBAG will be responsible for the control of material, including but not limited to, plant and equipment deliveries and removal of demolition or abandoned materials, including use of cranes, booms, slings, chains, concrete pumps, etc with all appropriate certification demonstrating compliance and operational suitability of said equipment.
16. SANBAG will ensure, through coordination with SCRRA, that Project work will not interfere with and will not hinder safety or maintenance for any and all SCRRA or ROTEM operations, procedures, and maintenance activities within the existing EMF facility, including but not limited to:
 - a. Compliance with all terms and conditions of ROTEM's lease.
 - b. Access maintained 24/7 for all SCRRA and ROTEM employees, operations and activities.
 - c. Coordination of construction planning and phasing to ensure that work extending existing tracks does not affect SCRRA or ROTEM maintenance and operations.
 - d. All activities necessitating power outage are undertaken at night following coordination with SCRRA and ROTEM.
 - e. Contractor material, plant and equipment deliveries, and storage are fully coordinated with SCRRA and ROTEM activities, with storage secured in a fenced compound, location to be agreed with SCRRA and ROTEM. Any hazardous materials to be stored in accordance with Hazmat regulations. Contractor to obtain SCRRA and ROTEM's agreement for the appropriate location of welfare facilities, and connection to services.
17. Any damage to the existing EMF facility during construction of the EMF expansion, and any loss of or damage to any equipment or material owned by SCRRA or ROTEM will be at SANBAG's sole expense, with SANBAG promptly to repair or replace any damaged equipment or

material or property, provided that such loss or damage is proximately and actually caused by SANBAG.

18. All SCRRA or ROTEM deliveries and movements are to be unhindered by SANBAG's contractor(s), with appropriate protection/flagging provision at SANBAG's cost for any movement within the EMF construction area. SCRRA will provide flagging at the EMF through existing service providers at SANBAG's cost. SANBAG and its contractors must coordinate with SCRRA to arrange for all necessary SCRRA flagging. Flagging for any work affecting the adjacent Shortway BNSF line must be coordinated with BNSF. Flagging for the DSBPRP throughout the First Mile and the Santa Fe Depot will also be coordinated with SCRRA and BNSF. BNSF will provide flagging along its Main Line 3 and for all areas east of the east end of the existing Santa Fe Depot platforms.
19. In general, the level of SCRRA involvement in overseeing the progress of SANBAG's construction contracts will depend on whether an issue has the potential to affect SCRRA operations or property, or will significantly affect SCRRA's future responsibilities upon completion of a Project. At a minimum, SANBAG will invite SCRRA to attend progress meetings and site progress reviews, which SCRRA will attend at its discretion. SANBAG will provide SCRRA with notice of all physical testing and inspection activities, as well as provide copies of any written reports or results of such testing and inspection activities. SANBAG will provide notification of receipt of materials and copies of all quality control and compliance certifications. If additional SCRRA oversight is needed, the Parties will mutually agree to the course of action to be taken.
20. During construction, SANBAG will ensure, and will require that its contractor(s) ensure, the following in order that the Project work does not cause detrimental impact to any SCRRA owned or maintained infrastructure or equipment, as well as to ensure the safety of SCRRA staff and its ridership:
 - a. The Contractor may not move, relocate, remove, obstruct, or otherwise interfere with any railroad tracks, signals, cables, signs, flags, or other railroad facilities, or any service or connection to any railroad facility.
 - b. All work on active SCRRA tracks, signals, communication equipment, and other active railroad facilities must be performed by SCRRA. Connections and tie-ins of new or temporary track, signal, communication, and other equipment into active systems must be performed by SCRRA only, with the following exception:
 1. Provided that SANBAG's contractor performing either track or signal work has successfully completed similar work for SCRRA or other freight and passenger carriers, SANBAG can request SCRRA's written approval to allow SANBAG's contractor to complete mainline tie-ins and/or signal cutovers. If approved, SCRRA shall provide a qualified employee to make final approval

and acceptance on work performed before mainline tie-in or signal cutover is placed in service.

- c. Maintain safe access to all SCRRA services, facilities and places of work in the event of temporary or permanent road closures, with appropriate signage, designated walkways free of hazards, vehicular routes and illumination.
 - d. Maintain safe platform environments, functional services and access/egress, with appropriate signage, illumination, designated walking routes clear of hazards, in compliance with all ADA requirements.
 - e. Provide adequate public and staff parking at Santa Fe Depot, with appropriate signage and illumination.
 - f. Control of material, plant and equipment deliveries and removal of demolished or decommissioned materials and equipment, including use of cranes, booms, slings, chains and concrete pumps, with availability of all appropriate certification demonstrating compliance and operational worthiness.
 - g. Control of hot working, welding, cutting and flammable substances and materials, with appropriately trained and certified supervisory staff and mitigation measures.
21. SANBAG will, subject to the limitations in Section VI, below, reimburse SCRRA for all reasonable time and material costs incurred in construction support of each Project as is reasonably required to fulfill the coordination/acceptance/approval requirements set forth herein. Such costs may include SCRRA employees, consultants or contractors.
22. SANBAG will provide SCRRA, at all reasonable times, access to the Operating Envelope to inspect work, to review Project accomplishments and to provide such technical assistance as may be required. SANBAG will not seek reimbursement from SCRRA for any costs incurred by SANBAG to meet the requirements of this section.
23. SANBAG will ensure that, as part of the EMF scope of work, its contractor(s) install all conduits and associated infrastructure such as pullboxes to support SCRRA's subsequent installation of security cameras throughout the EMF, in accordance with final designs and specifications provided by SCRRA. SANBAG will provide 'as constructed' details of all conduits and associated infrastructure to SCRRA promptly upon completion of installation, and will ensure that its contractor(s) coordinate access with SCRRA for installation of security cameras and associated equipment. SANBAG will install conduits and infrastructure in the proposed expansion portion of the EMF at no cost to SCRRA.
24. SANBAG will ensure that its construction contractors comply with all construction site signage requirements to be provided by SCRRA. All general construction site signage requirements will apply at a minimum.

25. SANBAG will require that its construction contractors are trained in and comply with SCRRRA Standard Access Procedures, specifically Form 6—Temporary Right of Entry Agreement, and Form 36—Right-of-Way Encroachment Approval Procedures. SCRRRA reserves the right to bar any person, including SANBAG employees or contractors, who are not in compliance with this MOU, from SCRRRA property.
26. If SANBAG cannot complete the work related to the Operating Envelope of either of the Projects as originally designed or scheduled, for any reason other than SCRRRA's termination or material breach of the MOU, SANBAG will consult with SCRRRA and, subject to SCRRRA's written consent and at SANBAG's sole expense, will amend the Project for suitable resolution to ensure an alternate form or schedule of the Project.”.
27. If SANBAG terminates the EMF or the DSBPRP prior to completion for any reason other than SCRRRA's termination or material breach of the MOU, SCRRRA may require SANBAG, at SANBAG's sole expense, to return SCRRRA property and ROW to its original condition to the extent feasible. If SANBAG fails to do so, SCRRRA reserves the right to place any SCRRRA property in a safe and operable condition or return any property to its original condition. SCRRRA will bill SANBAG for all actual expenses incurred and SANBAG agrees to pay said bill within thirty (30) days of receipt.
28. SANBAG will be responsible, and will reimburse SCRRRA, for any and all cost and expense incurred as a result of any SANBAG contractor's work which results in (i) unscheduled delay to trains or interference in any manner with operation of trains, (ii) unscheduled disruption to normal train operation, (iii) unreasonable inconvenience to public or private user of SCRRRA's rail system, (iv) loss of revenue, and (v) alternative method of transportation for passengers, subject to the terms of Section VI.
29. SANBAG shall serve as the Legally Responsible Person (LRP) for the EMF portion of the PROJECT per the NPDES Statewide Construction General Permit.

E. Post Construction Implementation

1. SANBAG and its contractors will coordinate with BNSF and take full responsibility for maintenance of all ROW and infrastructure associated with the portion of the Redlands Branch affected by the DSBPRP (First Mile), until such time that formal handover to SCRRRA at completion of DSBPRP Project construction, testing and commissioning work occurs.
2. SANBAG will, at its sole cost, upon completion of construction for each Project and as part of the handover of operation and maintenance responsibilities to SCRRRA, submit and/or provide to SCRRRA:
 - a. As-Built drawings for all new elements of construction in accordance with SCRRRA approved drawing formats, including all

known utility information, associated easements and ownership and updated track charts to reflect new Operating Envelope infrastructure.

- b. Operation and Maintenance manuals for all equipment, infrastructure and communication and signaling systems installed as part of the Project.
- c. Training of SCRRA staff in the use of all equipment, infrastructure and communications and signaling systems installed.
- d. Spare parts, to be agreed with SCRRA, associated with all non-standard or specialist equipment, infrastructure, and communication and signal systems installed, with details of suppliers and manufacturers of such parts.
- e. All warranties and guarantees associated with the equipment and infrastructure installed and Certificates of testing and compliance for all associated materials.
- f. Final survey information for track infrastructure in accordance with SCRRA Positive Train Control ("PTC") mapping requirements and PTC data points and aerial mapping as agreed with SCRRA and to facilitate configuration management.

IV. SCRRA'S RESPONSIBILITIES

- A. SCRRA will assign a member of its management staff to provide ongoing support to SANBAG, as determined reasonably necessary by SCRRA to facilitate SANBAG's requirements, and to allow representation of SCRRA's interests throughout the Project. This person will be responsible to ensure coordination with SCRRA departments and services required to be involved in those appropriate portions of the Project. The time spent by this designated management staff will be billable to and reimbursed by SANBAG in accordance with the terms of this Agreement.
- B. SCRRA may assign on a part-time basis a consulting engineer retained by SCRRA to attend meetings of SANBAG's Project team, to review submissions and advise on technical issues relating to design and construction of the Operating Envelope. At SCRRA's discretion, this engineer will be the day-to-day contact point between SANBAG and SCRRA for the Project and SCRRA will so notify SANBAG in writing. SCRRA's consulting engineer will also provide technical support to SANBAG's Project consultants in preparation of SANBAG's Project Management Plan. The time spent by this designated consulting engineer will be billable to and reimbursed by SANBAG in accordance with the terms of this Agreement.
- C. SCRRA will provide technical guidance throughout design and construction relating to design, construction methodology and planning, operation and maintenance of all aspects of the Operating Envelope that currently are, or will subsequent to completion become SCRRA's responsibility for operation and

maintenance. SCRRA's review and approval of all documents will be timely in a means consistent with the approved Project delivery schedule. SCRRA will provide to SANBAG all SCRRA Engineering Standards, Specifications, and Procedures relating to design and construction.

- D. SCRRA will review and approve final design prior to the commencement of construction. The Parties acknowledge that SCRRA has already approved the final design of the EMF expansion. SCRRA Bridge Engineer or SCRRA approved Engineer will approve bridge design and construction. SCRRA will assign a specialist Signal System Design consultant to review and approve all signal system design submissions related to the Operating Envelope. The time spent by all SCRRA resources will be billable to and reimbursed by SANBAG in accordance with the terms of this Agreement.
- E. SCRRA will, at SANBAG's request, provide any additional signal design and construction support for the Project. Such support will be provided by SCRRA's signal design consultant and signal maintenance contractor and will be billable to and reimbursed by SANBAG in accordance with the terms of this Agreement.
- F. SCRRA will assist SANBAG in establishing standards and/or policies relating to handover to SCRRA for the operation and maintenance of the infrastructure within the Operating Envelope upon completion of the Projects.
- G. SCRRA will coordinate operations and safety related issues in relation to the interface with ROTEM's operations and procedures at the EMF. SCRRA will coordinate operations and safety related issues for all operations and procedures throughout the Santa Fe Depot and Redlands Branch Line where SCRRA is responsible for either maintenance of ROW and infrastructure or dispatching of services.
- H. In the event that emergency work is necessary for the immediate restoration of SCRRA operations, or for protection of persons or property, or property in the care, custody or control of SCRRA within or in the vicinity of the construction activities associated with the Projects, and consultation with SANBAG is impractical, SCRRA may perform, or cause to be performed, such emergency work without prior SANBAG approval. SCRRA shall notify SANBAG of any such emergency work as soon as reasonably practicable. All costs associated with such emergency work shall be fully paid for or reimbursed by SANBAG.
- I. SCRRA agrees to the following obligations:
 - 1. To reasonably cooperate and not interfere with Project work.
 - 2. To timely review and communicate approval of all submittals from SANBAG or SANBAG consultant.
 - 3. To timely appoint various personnel in writing to SANBAG designating specific staff members for fulfilling various duties under this MOU.

4. To timely notify SANBAG of any changes to various personnel in writing to SANBAG modifying any designated staff members responsible for fulfilling various duties under this agreement.

V. FUTURE ADDITIONAL AGREEMENTS REQUIRED

1. Upon completion of the Projects, SCRRA will be responsible for operation and maintenance of the Operating Envelope, and will provide service to the proposed San Bernardino Transit Center ("SBTC"). The Parties agree that operation of service to the proposed SBTC will require additional agreements between the Parties with regard to the allocation of risks and responsibilities associated both generally with maintenance and operation of the new facilities and specifically with train movement on the ROW and passenger ingress and egress at the proposed SBTC. The Parties agree to enter into negotiations leading to such agreements in a timely fashion, with such agreements to be executed prior to completion of the EMF or the DSBPRP and handover of any facility to SCRRA. The Parties expect that such future negotiations will adhere to the established formulas adopted in other agreements between them, and/or among them and other parties. Prior to completion of the EMF or the DSBPRP and handoff of any facilities, the Parties will coordinate and clarify maintenance responsibilities such that there shall be no interruption of service.
2. SCRRA Standard #3003 for a center platform requires a 30-foot wide by 680-foot long platform that accommodates an eight-car Metrolink train. The 2010 California Building Code (CBC) and NFPA 130 for fixed rail transit stations requires that there shall be no point of a station platform more than 300-feet from a point of safety (CBC 433.3.5). At the time of increased service requiring eight-car trains using the San Bernardino Transit Center, a pedestrian overpass, pedestrian underpass, or some other form of access to the center platform shall be provided to accommodate passenger egress for the full platform length of 680 feet.

VI. PAYMENT FOR SCRRA WORK

- A. Except as provided below, SANBAG will reimburse SCRRA on a time and materials basis for the total amount not-to-exceed \$225,000 ("SCRRA Expense Cap") for various costs incurred by SCRRA pursuant to this MOU. SANBAG acknowledges that this total amount does not include any costs associated with the provision of flagging services by SCRRA, and that SANBAG will additionally fully reimburse SCRRA for all costs associated with provision of flagging services. SCRRA will send monthly invoices to SANBAG. With each monthly invoice, SCRRA will include all back-up material including but not limited to detailed expenditures, time cards, invoices from third parties including consultants and contractors, and descriptions of activities performed. SANBAG will pay invoices within thirty (30) days of receipt of a complete invoice that contains all back-up material. SANBAG acknowledges that until SCRRA receives formal approval of its overhead rates by the Federal Transit Administration, (FTA), SCRRA's cognizant audit agency, at the completion of its audit, an estimated allocated overhead rate will be provided for invoicing purposes.

- B. Within 30 days of execution of this MOU SCRRA shall invoice SANBAG for an initial deposit in the amount of \$50,000.
- C. SCRRA shall establish a separate re-collectable account within SCRRA's finance system for the EMF and DSBPRP and shall maintain a separate and segregated account for charges to SANBAG incurred under this MOU.
- D. Upon agreement by SANBAG and SCRRA that all Project activities are complete, first for the EMF and then for the DSBPRP, and after the SCRRA overhead rate for each period covering the construction of the Project is approved by the FTA, SCRRA's cognizant audit agency, SCRRA will submit to SANBAG a detailed statement of final costs incurred under this MOU. Based on the final accounting, SCRRA shall refund or invoice as necessary in order to satisfy the obligations of this MOU. SANBAG agrees to maintain adequate Project reserves to reimburse SCRRA for its final audited overhead costs associated with the Project, up to the "SCRRA Expense Cap".

VII. MISCELLANEOUS

- A. Neither SCRRA, nor the Operating Railroads (BNSF, Amtrak and Union Pacific), nor any of SCRRA's board members, member agencies other than SANBAG, officers, agents, volunteers, contractors, or employees will be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SANBAG under or in connection with the Projects or this MOU. To the fullest extent allowed by law, SANBAG will indemnify, defend, and hold harmless SCRRA, Operating Railroads, as well as their respective board members, member agencies other than SANBAG, officers, agents, volunteers, contractors, and employees ("SCRRA Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SCRRA Indemnitees arising out of or connected with any acts or omissions on the part of SANBAG, its Board, officers, agents, contractors, or employees under or in connection with the Projects or this MOU. This indemnity will survive expiration or termination of this MOU.
- B. Neither SANBAG nor its Board, officers, agents, contractors, or employees will be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SCRRA under or in connection with the Projects or this MOU. SCRRA will indemnify, defend, and hold harmless SANBAG, as well as its Board, officers, agents, contractors, and employees ("SANBAG Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SANBAG Indemnitees arising out of or connected with any acts or omissions on the part of SCRRA, its board members, officers, agents, volunteers, contractors or employees under or in connection with the Projects or this MOU. This indemnity will survive expiration or termination of this MOU.

- C. SANBAG and SCRRA will coordinate and determine the proper designation of the Legally Responsible Person (LFP) and Approved Signatory (AS) under the State NPDES Construction General Permit for the EMF Project construction work.
- D. Governing Law. This MOU will be governed by and construed in accordance with the laws of the State of California. Venue will be proper in San Bernardino County.
- E. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this MOU, the prevailing party in such litigation will be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.
- F. Recitals. The Recitals stated above are integral parts of this MOU and are hereby incorporated into the terms of this MOU.
- G. Termination. Both SANBAG and SCRRA shall have the right at any time, to terminate this MOU by giving thirty (30) calendar days written notice to the other party, specifying the date of termination. Such termination shall be subject to the continuing obligations of this MOU contained in Part III. D., sections 27 and 28 and Part VII A and B.
- H. Notification. Each Party will designate a person to be responsible for day-to-day communications regarding work under the Projects. For SCRRA, that person will be Patricia Watkins, with a copy to Legal Counsel. For SANBAG, that person shall be Mitch Alderman. All notices and communications regarding this MOU interpretation of the terms of this MOU, or changes thereto will be provided as follows.

Legal Department Metrolink / SCRRA One Gateway Plaza, 12th Floor Los Angeles, CA 90012 ATTN: General Counsel	SANBAG San Bernardino Associated Governments 1170 W. 3rd Street San Bernardino, CA 92410-1715 ATTN: Executive Director CC: General Counsel
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- I. Amendment. In the event that the Parties determine that the provisions of this MOU should be altered, the Parties may execute an amendment to add delete, or amend any provision of this MOU. All such amendments must be in the form of a written instrument signed by the original signatories of this MOU, or their successors or designees.
- J. Entire Agreement. This MOU constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous or contemporaneous agreements or understandings.
- K. Severability. If any portion of this MOU or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of the MOU

shall not be affected and shall be enforced to the greatest extent permitted by law."

**SAN BERNARDINO
ASSOCIATED GOVERNMENTS**

**SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY**

By: _____
Board President

By: _____
Chief Executive Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____

Eileen Monaghan Teichert
General Counsel

General Counsel
Southern California Regional Rail Authority

CONCURRENCE:

By: _____
Jeffery Hill
Contracts Administrator

DRAFT



- 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: June 21, 2012

Subject: Funding Allocation and Project List for the Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2012/2013

Recommendation:* That the committee recommend the Board approve:

1. Measure I Funding Allocation for the Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2012/2013, as referenced in Attachment 1 to this agenda item; and
2. The Project List for the Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2012/2013 as referenced in Attachment 2 to this agenda item.

Background: The SANBAG Board adopted the Measure I 2010-2040 Strategic Plan in April 2009. As part of the Strategic Plan, the Board approved creation of the Valley Arterial sub-program under the Major Street Program. Strategic Plan Policy 40006 requires each valley jurisdiction to execute a Jurisdiction Master Agreement with SANBAG before it is eligible for reimbursement with Measure I funds allocated to the jurisdiction under the sub-program.

A model Jurisdiction Master Agreement was approved by the SANBAG Board on June 1, 2011 as the basis for agreements with individual Valley jurisdictions. Almost all of these agreements have now been executed and will serve as multi-year contracts to apply throughout the remaining life of Measure I 2010-2040.

*

Approved
Major Projects Committee

Date: June 21, 2012

Moved: _____ *Second:* _____

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

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	
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Check all that apply.

MPC1206a-ss

Attachments: MPC1206a1-ss; MPC1206a2-ss

Each Jurisdiction Master Agreement refers to a “Funding Allocation and Project List” to be annually adopted by the SANBAG Board of Directors, following the annual adoption of the SANBAG budget, which occurred on June 6, 2012 for the FY 2012/2013 budget.

The budget for the Major Street Program is based on the jurisdiction-level allocations contained in the Allocation Planning Proposal in Agenda Item 30 of the March 7, 2012 Board agenda. These jurisdiction-level allocations are shown in the “Recommended FY 2012/2013 Allocation” column of Attachment 1 to this item. Jurisdictions may be reimbursed up to the cumulative allocation limit, shown in the last column of Attachment 1. Both columns would be approved with this Board action. The other columns are included in the table to indicate the allocation history for the arterial portion of the Valley Major Street Program.

It should be noted that unexpended arterial allocations from FY 2010-2011 have been allocated to arterial Project Advancement Agreement (PAA) reimbursements for FY 2012/2013. This increased the FY 2012/2013 PAA allocation by \$4,258,470 over what it would have been otherwise, and reduced the arterial allocation by a like amount. This has already been accounted for in the budget for FY 2012/2013. If in future years the arterial program requires those funds for project reimbursement, the PAA program can be under-allocated in the appropriate budgeting cycle, as explained in the March 2012 Board agenda item.

Invoicing for the arterial program for FY 2011/2012 continues to be substantially less than the allocation, indicating that the need to return those funds to the non-PAA portion of the arterial program is unlikely in the near future. In fact, additional allocation to the PAA program may be a consideration for the FY 2013-2014 budget as well, unless arterial invoicing accelerates.

In addition, Attachment 1 shows Valley arterial “equitable shares.” Jurisdictions are guaranteed an equitable share of the arterial program funds over the life of Measure I 2010-2040. The equitable shares are based on the public share of the project need as defined in the Development Mitigation Nexus Study. Thus, if a jurisdiction is under-allocated arterial funds in any given year (compared to its equitable share percentage), this will be compensated for by higher allocations in later years, as adjusted for the time-value of money, per Measure I Strategic Plan policy.

The project list in Attachment 2 represents the projects for which expenditures are eligible for reimbursement in FY 2012/2013. It is based on the project lists that the jurisdictions provided to SANBAG as part of their Capital Project Needs Analysis (CPNA) submittal in fall 2011. The list includes all projects listed for

FY 2012/2013 and FY 2013/2014 plus projects for which there were prior expenditures.

Approval is requested of both the funding allocation table and the project list in Attachments 1 and 2. Once approved by the SANBAG Board, jurisdictions will be notified of the additional allocations available to them and the projects for which reimbursement may be received for the Valley Major Street/Arterial Sub-program.

Financial Impact: This item is consistent with the SANBAG FY 2012/2013 Budget, Task No. 0515, Measure I Valley Apportionment and Allocation.

Reviewed By: This item will be reviewed by the Major Projects Committee on June 21, 2012.

Responsible Staff: Steven Smith, Director of Planning

Attachment 1

**Recommended Allocation of Valley Major Street/Arterial Sub-program funds to Valley Jurisdictions for Fiscal Year 2012-2013
(the last two columns are the allocations being approved)**

Jurisdiction	Arterial Equitable Share	FY 10/11 Allocation (\$1,000s)	FY 11/12 Allocation (\$1,000s)	Recommended FY 12-13 Allocation (\$1,000s)	Recommended Cumulative Allocation Through FY 12-13 (\$1,000s)
Chino	7.60%	\$482.68	\$638.40	\$158.39	\$1,279.47
Chino Hills	2.20%	\$139.72	\$184.80	\$45.85	\$370.37
Colton	2.50%	\$158.78	\$210.00	\$52.10	\$420.88
Fontana	19.50%	\$1,238.45	\$1,638.00	\$786.17	\$3,662.62
Grand Terrace	1.40%	\$88.91	\$117.60	\$29.18	\$235.69
Highland	6.80%	\$431.87	\$571.20	\$141.72	\$1,144.79
Loma Linda	4.10%	\$260.39	\$344.40	\$85.45	\$690.24
Montclair	0.60%	\$38.11	\$50.40	\$22.50	\$111.01
Ontario	12.30%	\$781.17	\$1,033.20	\$434.90	\$2,249.27
Rancho Cucamonga	5.10%	\$323.90	\$428.40	\$430.19	\$1,182.49
Redlands	4.90%	\$311.20	\$411.60	\$102.12	\$824.92
Rialto	3.90%	\$247.69	\$327.60	\$81.28	\$656.57
San Bernardino	7.90%	\$501.73	\$663.60	\$164.65	\$1,329.98
Upland	2.30%	\$146.07	\$193.20	\$47.94	\$387.21
Yucaipa	6.00%	\$381.06	\$504.00	\$506.11	\$1,391.17
County	12.90%	\$819.28	\$1,083.60	\$1,088.14	\$2,991.02
Total	100.00%	\$6,351.00	\$8,400.00	\$4,176.71	\$18,927.72

Attachment 1

**Recommended Allocation of Valley Major Street/Arterial Sub-program funds to Valley Jurisdictions for Fiscal Year 2012-2013
(the last two columns are the allocations being approved)**

Jurisdiction	Arterial Equitable Share	FY 10/11 Allocation (\$1,000s)	FY 11/12 Allocation (\$1,000s)	Recommended FY 12-13 Allocation (\$1,000s)	Recommended Cumulative Allocation Through FY 12-13 (\$1,000s)
Chino	7.60%	\$482.68	\$638.40	\$158.39	\$1,279.47
Chino Hills	2.20%	\$139.72	\$184.80	\$45.85	\$370.37
Colton	2.50%	\$158.78	\$210.00	\$52.10	\$420.88
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Highland	6.80%	\$431.87	\$571.20	\$141.72	\$1,144.79
Loma Linda	4.10%	\$260.39	\$344.40	\$85.45	\$690.24
Montclair	0.60%	\$38.11	\$50.40	\$22.50	\$111.01
Ontario	12.30%	\$781.17	\$1,033.20	\$434.90	\$2,249.27
Rancho Cucamonga	5.10%	\$323.90	\$428.40	\$430.19	\$1,182.49
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County	12.90%	\$819.28	\$1,083.60	\$1,088.14	\$2,991.02
Total	100.00%	\$6,351.00	\$8,400.00	\$4,176.71	\$18,927.72

ATTACHMENT 2

Measure I Valley Major Street/Arterial Project List for Application to Jurisdiction Master Agreements for FY 2012-2013

(Note: Jurisdictions may be reimbursed in FY 12-13 for expenditures on projects in Prior, 12-13, or 13-14 columns)

City	Project	CPNA Measure I Need by FY (\$1,000)*		
		Prior	12-13	13-14
Chino	Widen Edison Ave from Pipeline to Ramona Ave from 4 lanes to 6 lanes	\$ -	\$ -	\$ 100
Chino	Widen Edison Ave from Ramona Ave to Central Ave from 4 lanes to 6 lanes (spot widening)	\$ -	\$ -	\$ 90
Chino	Widen Edison Ave from Central Ave to Euclid Ave from 4 lanes to 6 lanes	\$ -	\$ -	\$ 300
Chino	Widen El Prado Rd from Central Ave to Pine from 2 to 4 lanes	\$ -	\$ -	\$ 82
Chino	Widen Euclid Ave (SR-83) from Kimball Ave to Pine Ave from 4 to 8 lanes	\$ -	\$ -	\$ 679
Chino	Widen Pine Ave from Euclid Ave to SR-71 from 2 to 4 lanes	\$ -	\$ -	\$ 15,378
Chino	Construct Traffic Signal at the Intersection of Kimball Ave and Main St	\$ 5	\$ 206	\$ -
Chino	Total	\$ 5	\$ 206	\$ 16,629
Chino Hills	Widen Pine Avenue from SR-71 to Chino Creek	\$ -	\$ -	\$ 6,278
Chino Hills	Total	\$ -	\$ -	\$ 6,278
Colton	Realign Reche Canyon Rd to Hunts Ln from Washington St to City limit and Widen Reche Canyon Rd from City limit to City/Riverside city limits from 2 lanes to 4 lanes	\$ 488	\$ 140	\$ 70
Colton	Widen La Cadena Dr from Rancho Ave to Iowa split including bridge over Santa Ana River from 4 to 6 lanes	\$ -	\$ 115	\$ 182
Colton	Extend Washington St to La Cadena Dr	\$ 94	\$ -	\$ -
Colton	Total	\$ 582	\$ 255	\$ 252
County	Ph 2 A&B: Widen Slover Ave from Tamarind Ave to Cedar Ave (Phase 2 of Widen Slover Ave from Alder Ave to Cactus Ave)	\$ 2,042	\$ -	\$ -
County	Ph 1: Widen North Side of San Bernardino Ave from Cherry Ave to Fontana city limit from 1 to 2 lanes (Phase 1 of San Bernardino Ave from Cherry Ave to Fontana city limit)	\$ 124	\$ 1,105	\$ -
County	Ph 1: Widen East side of Reche Cnyn Rd from Westwood Dr to just north of Colton CL - (Phase 1 of Widen Reche Canyon 1.2M south of Barton Rd north .78 mile from 2 to 4 lanes)	\$ 604	\$ -	\$ -
County	Ph 1: Widen Colton Ave from Wabash Ave to King/Agate from 2 to 4 lanes (part of Widen Colton Ave from Wabash Ave to Crafton Ave)	\$ 467	\$ -	\$ -
County	Ph 1: Widen Arrow Rte from Beech Ave to Almeria Ave (Phase 1 of widen Arrow Rte, Hickory to Tokay)	\$ -	\$ 840	\$ -
County	Widen Cherry Ave bridge from Merrill Ave to Whittram Ave from 4 to 6 lanes	\$ 1,249	\$ 4,196	\$ -
County	Total	\$ 4,485	\$ 6,140	\$ -

City	Project	GPNA Measure I Need by FY (\$1,000)*		
		Prior	12-13	13-14
Fontana	Extend Beech Ave 4 lanes from Miller Ave to Foothill Blvd	\$ -	\$ 966	\$ 966
Fontana	Widen Citrus Ave from Jurupa Ave to Slover Ave from 2 to 4 lanes	\$ 1,956	\$ 964	\$ 991
Fontana	Widen Cypress Ave from Jurupa Ave to Slover Ave from 2 to 4 lanes	\$ 5	\$ 233	\$ 186
Fontana	Widen Foothill Blvd from Citrus Ave to Maple Ave from 4 to 6 lanes	\$ -	\$ 76	\$ -
Fontana	Widen Sierra Ave. from Valley Blvd. to San Bernardino Ave from 4 to 6 lanes	\$ 335	\$ -	\$ -
Fontana	Total	\$ 2,296	\$ 2,240	\$ 2,143
Grand Terrace	Widen Michigan Ave from Commerce Way to Van Buren St from 2 to 4 lanes	\$ 268	\$ 118	\$ 118
Grand Terrace	Total	\$ 268	\$ 118	\$ 118
Highland	Widen Base Line St Bridge over City Creek	\$ -	\$ 766	\$ 567
Highland	Widen Greenspot Rd Bridge over Santa Ana River	\$ -	\$ 430	\$ -
Highland	Total	\$ -	\$ 1,196	\$ 567
Loma Linda	Extend Evans St from Redlands Blvd to Barton Rd from 0 to 4 lanes	\$ 46	\$ -	\$ -
Loma Linda	Widen Intersection of Redlands Blvd and California St	\$ 73	\$ -	\$ -
Loma Linda	Total	\$ 119	\$ -	\$ -
Montclair	Monte Vista ROW for UPRR Grade Separation	\$ 38	\$ -	\$ -
Montclair	Determine an order of magnitude cost for widening Monte Vista Ave at I-10	\$ 8	\$ -	\$ -
Montclair	Total	\$ 46	\$ -	\$ -
Ontario	Widen Grove Ave from Fourth St to Holt Blvd from 4 to 6 lanes	\$ 184	\$ 100	\$ 45
Ontario	Widen Mission Blvd from Benson Ave to Milliken Ave from 4 to 6 lanes - Phase I Haven Ave to Archibald Ave	\$ 125	\$ 125	\$ -
Ontario	Total	\$ 308	\$ 225	\$ 45
Rancho Cucamonga	Install new traffic signal at Church St and Hermosa Ave	\$ 155	\$ 61	\$ -
Rancho Cucamonga	Widen Wilson Ave from East Ave to Warman Bullock Rd from 0 to 2 lanes	\$ 220	\$ 170	\$ 2,488
Rancho Cucamonga	Install traffic signal at Church St and Terra Vista Pkwy	\$ 6	\$ 224	\$ 24
Rancho Cucamonga	Total	\$ 381	\$ 455	\$ 2,512
Redlands	Install traffic signal at 6th St and I-10 EB Ramp	\$ -	\$ 173	\$ -
Redlands	Install traffic signal at 6th St and I-10 WB Ramp	\$ -	\$ 173	\$ -
Redlands	Install traffic signal at Ford St and I-10 WB Ramp	\$ -	\$ -	\$ 177
Redlands	Total	\$ -	\$ 346	\$ 177
Rialto	Pepper Avenue Extension	\$ 11,372	\$ -	\$ -
Rialto	Widen Ayala Ave from Baseline Rd to Easton Ave from 2 to 4 lanes	\$ 225	\$ 675	\$ -
Rialto	Widen & reconstruct Foothill Blvd from West City Limits to East City Limits from 4 to 6 Lanes	\$ -	\$ 100	\$ 400

Attachment 2

City	Project	CPNA Measure I Need by FY (\$1,000)*		
		Prior	12-13	13-14
Rialto	Widen Riverside Ave & San Bernardino Ave	\$ -	\$ -	\$ 1,200
Rialto	Install traffic signal at Rialto Ave and Lilac Ave	\$ -	\$ -	\$ 150
Rialto	Install traffic signal at Valley Blvd and Cactus Ave	\$ -	\$ -	\$ 195
Rialto	Install a traffic signal at the intersection of Riverside Ave and Linden Ave	\$ -	\$ -	\$ 150
Rialto	Total	\$ 11,597	\$ 775	\$ 2,095
San Bernardino	Replace Mount Vernon Viaduct Bridge	\$ 209	\$ 99	\$ 27
San Bernardino	Widen 40th St between Acre Ln and Electric Ave from 2 to 4 lanes	\$ -	\$ -	\$ 710
San Bernardino	Widen "H" St between Kendall Dr and 40th St from 2 lanes to 4 lanes	\$ 10	\$ -	\$ 318
San Bernardino	Extend State St from Foothill Blvd and 16TH St from 0 lanes to 4 lanes	\$ 1,485	\$ -	\$ 2,936
San Bernardino	Total	\$ 1,704	\$ 99	\$ 3,991
Upland	Widen Foothill Blvd from Monte Vista Ave. to Central Ave.	\$ -	\$ 3,591	\$ -
Upland	Widen Arrow Rte from County Line to Central Ave from 2 to 4 lanes	\$ 200	\$ -	\$ -
Upland	Total	\$ 200	\$ -	\$ -
Yucaipa	Yucaipa Blvd improvements, widen from 4 to 6 lanes, 15th Street to I-10	\$ 603	\$ 280	\$ 280
Yucaipa	Avenue E intersection Improvements between 5th St and Bryan St; widen from 2 to 4 lanes	\$ 374	\$ 100	\$ 100
Yucaipa	Total	\$ 977	\$ 380	\$ 380

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

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Reaffirmed March 6, 1996