Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

AGENDA
Board of Directors Meeting
July 11, 2012

*****Start Time: 9:30 a.m. (CLOSED SESSION)*****
1170 W. 3rd Street, 2nd Floor (The Super Chief)

****Convene Regular Meeting at 10:00 a.m.****
1st Floor Lobby

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

Board of Directors

President
Janice Rutherford, Supervisor
County of San Bernardino

Vice-President
Mike Leonard, Council Member
City of Hesperia

Cari Thomas, Mayor
City of Adelanto

Rick Roelle, Council Member
Town of Apple Valley

Julie McIntyre, Mayor Pro Tem
City of Barstow

Bill Jahn, Mayor
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Ed Graham, Council Member
City of Chino Hills

Sarah Zamora, Mayor
City of Colton

Michael Tahan, Council Member
City of Fontana

Walt Stanckiewitz, Mayor
City of Grand Terrace

Larry McCallon, Council Member
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Edward Paget, Mayor
City of Needles

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Pete Aguilar, Mayor
City of Redlands

Ed Scott, Mayor Pro Tem
City of Rialto

Patrick Morris, Mayor
City of San Bernardino

Jim Harris, Council Member
City of Twentynine Palms

Ray Musser, Mayor
City of Upland

Ryan McEachron, Mayor
City of Victorville

Dick Riddell, Mayor
City of Yucaipa

George Huntington, Council Member
Town of Yucca Valley

Gary Ovitt, Supervisor
County of San Bernardino

Brad Mitzelfelt, Supervisor
County of San Bernardino

Neil Derry, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Syed Raza, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Eileen Teichert, *SANBAG Counsel*

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

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

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

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

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

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

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

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

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

AGENDA

Board of Directors
July 11, 2012

9:30 a.m. convene meeting of the Board of Directors
1170 W. 3rd Street, 2nd Floor (The Super Chief)
San Bernardino, CA

CLOSED SESSION

#1 Conference With Legal Counsel – Existing Litigation
Existing litigation pursuant to Government Code Section 54956.9, subdivision (a), with respect to the following matters:

SANBAG Parcel #	Case Name and Number
B-235/237	**SANBAG v. Orange Show Road Properties, LLC, et al., San Bernardino County Superior Court Case No. CIVDS 1104950**
B-239	**SANBAG v. Orange Show Road Properties, LLC, et al., San Bernardino County Superior Court Case No. CIVDS 1104962**
B-243	**SANBAG v. World Oil Marketing Company, San Bernardino County Superior Court Case No. CIVDS 1104963**
B-245	**SANBAG v. F & C Jara Properties Fourth Limited Partnership, et al., San Bernardino County Superior Court Case No. CIVDS 1104964**
C-2	**SANBAG v. Vicki L. Thomas, Trustee, San Bernardino County Superior Court Case No. CIVDS 1104957**
C-18/20/22	**SANBAG v. Hospitality LLC, et al., San Bernardino County Superior Court Case No. CIVDS 1103202**
C-33	**SANBAG v. Rafaat Ryad Luga, et al., San Bernardino County Superior Court Case No. CIVDS 1103185**
C-39/40/41/44/45/ 46/47/48/49/50/51/ 52/57/58	**SANBAG v. Rancon Realty Fund V Subsidiary LLC, et al., San Bernardino County Superior Court Case No. CIVDS 1103178**
C-71	**SANBAG v. Costco Wholesale Corporation, et al., San Bernardino County Superior Court Case No. CIVDS 1103192**

#2 Conference With Real Property Negotiators

Agency Negotiators: Mitch Alderman & Ryan Graham, SANBAG; and Rick Rayl & Bradford Kuhn, Nossaman LLP; pursuant to Government Code Section 54956.8.

Property:

C	10	222 W. Hospitality Lane San Bernardino, CA	COUNTY OF SAN BERNARDINO
B	141	E St. & Rialto Ave., San Bernardino, CA	OMNITRANS
B	143	E St. & Rialto Ave., San Bernardino, CA	OMNITRANS

Negotiating parties: See table above under "Property".

Under Negotiation: Price and terms for acquisition and/or transfer of a portion of property for a permanent and temporary interest therein or for a license agreement.

#3 Conference With Legal Counsel – Anticipated Litigation

Pursuant to Government Code Section 54956.9, subdivision (c), concerning whether or not to initiate litigation (1 potential lawsuit).

#4 Conference With Legal Counsel – Anticipated Litigation

Pursuant to Government Code Section 54956.9, subdivision (b), concerning significant exposure to litigation: (one case).

CONVENE REGULAR SANBAG MEETING at 10:00 A.M.

Location:
San Bernardino Associated Governments
Santa Fe Depot
SANBAG Lobby, 1st Floor
1170 W. 3rd Street, San Bernardino

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional meeting procedures and agenda explanations are attached to the end of this agenda.

Call to Order 10:00 a.m. by Supervisor Janice Rutherford

I. Pledge of Allegiance
II. Attendance
III. Announcements:
- Calendar of Events (Pg. 19)

IV. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

1. **Possible Conflict of Interest Issues for the Board Meeting of July 11, 2012** Pg. 20

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

Consent Calendar

Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at SANBAG Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up under Agenda Item 32.

Administrative Matters

2. **Board of Directors Attendance Roster** Pg. 26

3. **May 2012 Procurement Report** Pg. 30

   Receive May 2012 Procurement Report. **William Stawarski**

   This item was reviewed by the Administrative Committee on June 13, 2012.

4. **Delegation of Authority to Retain Outside Counsel and Issue Request for Qualifications** Pg. 32

   1. Authorize SANBAG's General Counsel to award and execute legal services contracts up to $50,000 with outside counsel as needed on behalf of San Bernardino Associated Governments, San Bernardino County Transportation Commission, San Bernardino County Transportation Authority, San Bernardino County Congestion Management Agency and San Bernardino County Service Authority for Freeway Emergencies, with General Counsel to periodically notify the Board after exercising such authority.

   2. Authorize General Counsel to issue Requests for Qualifications to outside counsel as needed for the purpose of creating panels of qualified attorneys with various legal specialties. **Eileen Teichert**

   These recommendations were reviewed and unanimously recommended for approval by the Administrative Committee on June 13, 2012.

Notes/Actions:

Consent Calendar Continued....

Mobility Program

5. **Amend agreement with the California Highway Patrol (CHP) C12175 for the addition of one half of a full-time CHP Officer for the supervision and daily operational oversight of the Freeway Service Patrol (FSP) Program and to reduce the amount of overtime funds.** Pg. 35

1) Approve Amendment No. 1 to Cooperative Agreement No. C12175 with the California Highway Patrol to provide additional funds in the amount of $241,008.52 for the addition of one half of a full-time officer, to provide supervision and daily oversight of the Freeway Service Patrol Program over a three-year period and to reduce the current overtime funds by $30,000 in consideration for the addition of the one-half of the CHP Officer. The new not-to-exceed amount of this contract shall be $361,008.52;

2) Approve Budget Amendment to Task 704, Freeway Service Patrol Program, for fiscal year 12/13 to increase Service Authority for Freeway Emergency (SAFE) funds in the amount $28,751 for a total budget of $1,943,011 as specified in the Financial Impact Section. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on June 20, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and contract as to form.

Program Support/Council of Governments

6. **Smith, Watts & Martinez, LLC Contract Extension and Increase for State Advocacy Services** Pg. 41

Approve Amendment No. 1 to Contract No. C09223, with Smith, Watts & Martinez, LLC (formerly Smith, Watts & Company, LLC) for State Advocacy services for a two-year extension until September 30, 2014, and increase the contract amount by $119,756 as identified in the financial impact section for a new not-to-exceed amount of $295,174. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Administrative Committee on June 13, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and contract as to form.

Notes/Actions:

Consent Calendar Continued....

Program Support/Council of Governments (Cont.)

7. Contract for Solar Power Site Assessments as part of a Regional Joint Solar Power Purchase Agreement Program Pg. 47

1. Approve Contract No. 12142 with Newcomb Anderson McCormick for Solar Power Site Assessment Services (Attachment A) in an amount not-to-exceed $421,410 for a contract term as described by Recommendation 3;

2. Approve Budget amendment to transfer $16,678 from Task 0490 (Council of Governments New Initiatives) to Task 0492 (Joint Solar Power Purchase Agreement) for a total of $43,410 to be funded from already collected General Assessment Dues; and

3. Approve Exception to SANBAG's Procurement Policy No. 11000 and allow this contract to have a five-year term, which exceeds the three-year maximum term identified in the policy for standard SANBAG contracts. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on June 20, 2012. SANBAG General Counsel and Contract Administrator are reviewing this item and contract.

8. Regional Greenhouse Gas Inventory and Reduction Plan Memorandum of Understanding (C13017) for City of Colton Pg. 54

Approve Contract No. C13017 between SANBAG and the City of Colton for the preparation of a Regional Greenhouse Gas Inventory and Reduction Plan and related Environmental Impact Report. **Steve Smith**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on June 20, 2012, and SANBAG General Counsel and Contract Administrator have reviewed and approved this item and contract as to form.

Project Delivery

9. Interstate 10 (I-10)/ Cherry Avenue Interchange Construction Pg. 77

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 for the award of Contract No. C12224, for construction of the I-10/Cherry Avenue Interchange Project. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this agenda item and IFB as to form.

Notes/Actions:

Consent Calendar Continued....

Project Delivery (Cont.)

10. Palm Avenue Grade Separation Construction Cooperative Agreement and Construction Management Request for Proposal (RFP) Pg. 79

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**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item, Cooperative Agreement, and RFP as to form.

11. Construction Zone Enhanced Enforcement Program Pg. 128

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 an amount not-to-exceed $3,000,000, with a contract term through August 1, 2015. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval 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 and contract as to form.

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

12. Request for Proposals (RFP) for Construction Management (CM) Services for the Laurel Street Grade Separation Project Pg. 137

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**

This item was reviewed and unanimously recommended for approval by the SANBAG Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and RFP as to form.

13. Glen Helen Railroad Grade Separation Cooperative Agreement Pg. 176

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 contributions. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved this item and Cooperative Agreement as to form.

14. Glen Helen Railroad Grade Separation Right-of-Way Cooperative Agreement Amendment Pg. 188

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**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved this item and Cooperative Agreement amendment as to form.

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

15. Right-of-Way Appraisals and Acquisitions for the Interstate 15/Interstate 215 (I-15/I-215) Devore Interchange Reconstruction Project Pg. 195

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**

This item was reviewed and unanimously recommended for approval 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.

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

16. On Call Right-of-Way and Other Specialty Right-of-Way Related Services Pg. 220

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**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and contracts as to form.

Transit/Commuter Rail

17. Award Contract No. C12194 for Financial and Compliance Auditing Services for Transit Providers Pg. 294

Award Contract No. C12194 to Vavrinek, Trine, Day & Company, LLP in an amount not-to-exceed $651,750 for Financial and Compliance Auditing Services for Transit Providers for a three year period with two one year option extensions. **Mitch Alderman**

This Item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved the contract as to form.

Notes/Actions:

Consent Calendar Continued....

Transit/Commuter Rail (Cont.)

18. 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. 304

1. Note Major Projects Committee approval of 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 $788,975.

2. Approve Fiscal Year 2012/2013 budget amendment to reduce task 0507 State Transit Assistance Fund in the amount of $788,975 funded by State Transit Assistance Fund for a new task total of $25,539,010.

3. Approve Fiscal Year 2012/2013 budget amendment to increase task 0379 Commuter Rail Capital in the amount of $788,975 funded by the State Transit Assistance Fund for a new task total of $24,205,543. **Mitch Alderman**

This Item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and MOU as to form.

19. Permit Expenditures and Agreement Approval Expansion of the Metrolink Eastern Maintenance Facility. Pg. 307

1. Authorize the Executive Director to execute Permit No. P-22011066 with the San Bernardino County Flood Control District and remit an inspection fee to the San Bernardino County Flood Control District in the amount of $5,000.

2. Agree to SANBAG's compliance with the provisions of Permit No. EE-2012-19 with the United States Army Corp of Engineers per 33 USC §408 pursuant to the conditions imposed by the San Bernardino County Flood Control District under Permit No. P-22011066.

3. Authorize SANBAG to make a payment in the amount of $25,000 to the Santa Ana Watershed Association for the purchase of 0.21 acres of on-going habitat maintenance and restoration within the upper Santa Ana River Watershed pursuant to the conditions of California Department of Fish and Game Permit No. 1600-2011-0259-R6 as mitigation for the permanent impacts associated with the construction of Southern California Regional Rail Authority Eastern Maintenance Facility Phase 3. **Mitch Alderman**

This Item was reviewed and unanimously recommended for approval by the Comutter Rail and Transit Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item.

Notes/Actions:

Consent Calendar Continued....

Transit/Commuter Rail (Cont.)

20. Award Contract No. C12195 for Financial and Compliance Auditing Services for Transit Develop Act Claimants and Measure I Local Pass-Through Revenue Recipients Pg. 335

Award Contract No. C12195 to Vavrinek, Trine, Day & Company, LLP in the not-to-exceed amount of $583,050.00 for Financial and Compliance Auditing Services for Transportation Development Act Claimants and Measure I Local Pass-Through Revenue Recipients to Vavrinek, Trine, Day & Company, LLP for a three year period with two one year option extensions. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved the contract as to form.

21. Omnitrans Comprehensive Operational Analysis Pg. 344

1. Approve Amendment No. 2 to Contract No. C11044 with AECOM Technical Services, Inc. for the Comprehensive Operational Analysis of Omnitrans and increase the contract amount by $210,915 for a new not-to-exceed amount of $1,209,228.

2. Approve a Budget Amendment to Task No. 0309 General Transit, increasing the Task No. by $210,915 funded by Valley Local Transportation Fund Article 4 Planning. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and Amendment as to form.

22.. Update on Omnitrans Comprehensive Operational Analysis (COA) Pg. 349

Receive an update on the progress of the Omnitrans COA. **Mitch Alderman**

This item was recieved by the Commuter Rail and Transit Committee on June 21, 2012.

Notes/Actions:

Consent Calendar Continued....

Transit/Commuter Rail (Cont.)

23. License agreements to cross SANBAG railroad right-of-way with Southern California Edison (dba) Mountain View Generating Station. Pg. 352

1) Award Contract No. C12235 with Southern California Edison, dba: Mountain View Generating Station for the installation, operation, maintenance and repair of one (1) eight (8) inch HPDE brine line with a one-time administrative fee in the amount of $1,500 and an on-going annual license fee of $1,500 escalated annually at Consumer Price Index.

2) Award Contract No. C12236 with Southern California Edison, dba: Mountain View Generating Station for the installation, operation maintenance and repair of one (1) two inch (2") conduit for fiber optic cable with the administrative fee and annual license fees paid under Contract No. C12235.

3) Waive SANBAG Contract and Procurement Policy 11000 V.f., which limits maximum standard contract to three years. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and License Agreement as to form.

Transportation Programs & Fund Administration

24. Measure I Population Estimates for Measure I Allocations Pg. 422

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

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on June 15, 2012, and by the Major Projects Committee on June 21, 2012.

25. Jurisdiction Master Agreement with the City of Upland Pg. 428

Approve Jurisdiction Master Agreement No. C12025 with the City of Upland. **Steve Smith**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on June 20, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and Contract as to form; and it and has been approved by Upland City Council.

Notes/Actions:

Consent Calendar Continued....

Transportation Programs & Fund Administration (Cont.)

26. Funding Allocation and Project List for the Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2012-2013 Pg. 442

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 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. **Steve Smith**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on June 21, 2012.

27. San Bernardino County Transportation Analysis Model (SBTAM) Pg. 449

Receive information on the validation and 2035 forecasts for SBTAM. **Steve Smith**

This item was reviewed by the Plans and Programs Committee on June 20, 2012.

DISCUSSION ITEMS

Administrative Matters

28. Policy Committee Caucuses Pg. 458

Report on caucus results of the West Valley and Mountain/Desert city representatives to select members to serve on the Administrative Committee. **Duane Baker**

This item has not received prior policy committee review.

29. Authorize Executive Director, Chief Financial Officer, and Accounting Manager to execute transfers with the Local Agency Investment Fund (LAIF) Pg. 460

Approve Resolution No. 13-003 authorizing Raymond W. Wolfe, Executive Director; William Stawarski, Chief Financial Officer (CFO); and Hilda Flores, Accounting Manager, to execute transfers with LAIF. **William Stawarski**

This item has not received prior policy committee review.

Notes/Actions:

Discussion Calendar Continued....

Program Support /Council of Governments

30. Contract C13020 with ICF Jones and Stokes and Contract C13021 with Atkins North America, Inc. for the Regional Greenhouse Gas Inventory and Reduction Plan and Environmental Impact Report Pg. 462

1) Approve award of Contract No. C13020 with ICF Jones and Stokes for the Regional Greenhouse Gas Inventory and Reduction Plan, in the not-to-exceed amount of $173,628;

2) Approve award of Contract No. C13021 with Atkins North America, Inc. for the Regional Greenhouse Gas Inventory and Reduction Plan Environmental Impact Report in the not-to-exceed amount of $220,803.35;

3) Approve payment of the following invoice numbers and amounts from Atkins North America, Inc. for services rendered during the time following expiration of Contract No. C10170 on December 31, 2011 and prior to initiation of new contract C13021:

- Invoice No. 1133132 for an amount of $ 1,950.00
- Invoice No. 1136729 for an amount of $ 7,020.00
- Invoice No. 1141901 for an amount of $ 5,557.50
- Invoice No. 1137748 for an amount of $13,845.00
- Invoice No. 1139812 for an amount of $ 4,290.00
- Invoice for expenditures that may have been incurred in June prior to stop work order

4) Approve an amendment of the SANBAG Fiscal Year 2012-2013 budget increasing Task 0495 (Greenhouse Gas) by $38,385 to fund additional consulting services required for the Regional Greenhouse Gas Inventory and Reduction Plan with the addition of the City of Colton to the participating cities. The additional funds will be provided directly by the City of Colton per Contract No. C13017, being approved as a separate agenda item. **Steve Smith**

This item was reviewed by the Plans and Programs Committee on June 20, 2012, without the information on the new contracts. The committee directed staff (9-3-0/opposed McCallon, Rutherford, Gonzales) to bring the new contracts directly to the SANBAG Board for approval at its July 11, 2012 meeting. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and contracts.

Notes/Actions:

Discussion Calendar Continued....

Project Development

31. Interstate 10 (I-10)/ Tippecanoe Phase 1 Interchange Construction Pg. 509

1. Approve Amendment No. 1 to Construction Cooperative Agreement No. C12183 with the State of California Department of Transportation for construction of the Phase 1 I-10/ Tippecanoe Avenue Interchange Project.
2. Approve a budget amendment to replace $10,000,000 of Surface Transportation Program Local (STPL) funds with an equal amount of Corridor Mobility Improvement Account (CMIA) funds and authorize the use of Measure I Valley Freeway Interchange funds to advance STPL Advance Construction funds.
3. Award Construction Contract No. C12196 to Ortiz Enterprises Incorporated, the lowest responsive responsible bidder, for I-10/ Tippecanoe Phase 1 Interchange Project, in the amount of $12,080,942.33.
4. Approve Allowances/Contingency for Contract No. C12196, I-10/ Tippecanoe Phase 1 Interchange Project, in the amount of $1,706,154.20.
5. Approve a $30,000 increase in the Environmental Mitigation fee for I-10/ Tippecanoe Phase 1 Interchange, for a total amount of $150,000. **Garry Cohoe**

Approval was given to take award of Contract No. C12196 directly to the SANBAG Board without prior Policy Committee approval on May 2, 2012. SANBAG Legal Counsel and Contract Administrator have reviewed and approved this item and agreements as to form.

Other Matters

32. Consent Calendar Items Pulled for Discussion

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

Comments from Board Members

Brief Comments from Board of Directors

Public Comment

Notes/Actions:

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Agency Reports/Committee Memberships
South Coast Air Quality Management Report — Pg. 555
Mayor Dennis Yates
Mobile Source Air Pollution Reduction Review Committee — Pg. 557
Council Member Gwenn Norton-Perry
SCAG Committees — Pg. 561
SCAG Regional Council
SCAG Policy Committees
Community, Economic and Human Development
Energy and Environment
Transportation and Communications
SANBAG Policy Committees — Pg. 562
Acronym List — Pg. 568

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

Meeting Procedures

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

Accessibility

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

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

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

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

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

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

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

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

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner.

Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!

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

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

Important Dates to Remember...
July 2012

SANBAG Meetings – Scheduled:			
Administrative Committee	July 18	11:00 am	The Super Chief
Plans and Programs Committee	July 18	12:00 noon	The Super Chief
Major Projects Committee	July 19	9:00 am	The Super Chief
Commuter Rail & Transit Committee	July 19	10:30 am	The Super Chief
Mountain/Desert Committee	July 20	9:00 am	Town of Apple Valley

Other Meetings/Events:			
No special events this month			

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

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TRANSPORTATION MEABURE I

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

Minute Action

AGENDA ITEM 1

Date: July 11, 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:

Closed Session #1 – Conference with Legal Counsel – Existing Litigation

PARCEL	POTENTIAL CONFLICTS OF INTEREST
B-235/237	ORANGE SHOW ROAD PROPERTIES, LLC, a California limited liability company
B-239	ORANGE SHOW ROAD PROPERTIES, LLC, a California limited liability company; SB OIL, INC., a California corporation
B-243	WORLD OIL MARKETING COMPANY, a California corporation (Officers/Directors: Bernard B. Roth; Toshiko G. Chan; Robert S. Roth; Florence Roth; Richard N. Roth; Steven F. Roth)

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	

Check all that apply.

BRD1207z-aa

B-245	F & C JARA PROPERTIES FOURTH LIMITED PARTNERSHIP, a California limited partnership; THE JARA MEXICAN FOOD, INC., a Nevada corporation, dba PANCHO VILLA'S RESTAURANT MEXICAN GRILL (Officers/Directors: Francisco J. Jara; Carmen Y. Jara)
C-2	VICKY L. THOMAS, TRUSTEE OF THE VICKY L. THOMAS TRUST
C-18/20/22	EL TORITO RESTAURANTS, INC., a California corporation (Officers/Directors: Richard Edwin Rivera; Madelaine Louise Morrow; Richard Paul Dutkiewicz)
C-33	RAFAAT RYAD LUGA, an individual, dba M&J Union 76
C-39/40/44/45/ 46/47/48/49/50/ 51/52/57/58	RANCON REALTY FUND IV & V, California limited partnerships (Members: Daniel Lee Stephenson); RANCON REALTY FUND IV & V SUBSIDIARY LLC, Delaware limited liability companies (Officers/Directors: John H. Brink); SWH CORPORATION, a California corporation, dba MIMI'S CAFÉ (Officers/Directors: Timothy J. Pulido; Roger H. Tefft; Toan (aka Tom) Nguyen; Donald J. Radkoski; Tod P. Spornhauer; Steven A. Davis); TRI-CITY CORPORATE CENTRE MAINTENANCE ASSOCIATION NO.1, a suspended California non-profit mutual benefit corporation
C-71	COSTCO WHOLESALE CORPORATION, a Washington corporation (Officers: Walter Craig Jelinek; Joel Benoliel; Richard A. Galanti)

 # 2 Conference With Real Property Negotiators

C-10	COUNTY OF SAN BERNARDINO
B-141	OMNITRANS
B-143	OMNITRANS

 # 3 Conference With Legal Counsel -- Anticipated Litigation

	COUNTY OF SAN BERNARDINO

 # 4 Conference With Legal Counsel -- Anticipated Litigation

	PRIDE ENVELOPE COMPANY, INC., a California corporation, (Officers/Directors: Gary Walbourne, President/CEO)

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
6	C09223	Smith, Watts & Martinez, LLC (formerly Smith, Watts & Company, LLC) *Mark Watts*	None
7	C12142	Newcomb Anderson McCormick *Russell Driver*	Michael Wall Engineering *Michael Wall* ZFA Structural Engineers *Mark Moore*
15	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 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	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 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)	NONE

	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	Frank Ashe Delores Smith and Frederick Lopez Carl Moore Noel Smith Marjorie Boone Wolfgang Loehle Trust Shirly Proch David Dawud First Far	
16	C12242	Epic Land Solutions, Inc. *Lynette Overcamp*	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 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.

16	C12243	HDR Engineering Inc. *Thomas T. Kim*	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.
16	C12244	Overland Pacific & Cutler, Inc. *Joey Mendoza*	Psomas RBF Consulting AEI CASC Engineeing Hennessey & Hennessey, Inc. Thomas M. Pike Jr. Kiley Company Mason & Mason R. P. Laurain & Associates Lidgard & Associates Riggs & Riggs, Inc. Desmond, Marello & 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
17	C12194	Vavrinek, Trine, Day & Company, LLP *Kevin Pulliam*	None

20	C12195	Vavrinek, Trine, Day & Company, LLP *Kevin Pulliam*	None
21	C11044	AECOM Technical Services, Inc. *Heip Bui*	None
30	C13020 C13021	ICF Jones and Stokes (ICF) *Rich Walter* Atkins North America, Inc. *Michael Hendrix*	None
31	C12196	Ortiz Enterprises Incorporated *Patrick Ortiz*	All American Asphalt ACL Statewide Traffic Safety & Sign CGO Construction Co. Hard Rock Equipment AC Dike Co. High Light Electric, Inc. DC Hubs Construction Diversified Landscape EBS General Engineering SRD Engineering Cindy Trump, Inc. Integrity Rebar Placers Coral Construction Chrisp Co. R.J. Lalonde, Inc. KEC Engineering Malcolm Drilling Foundation Pile Inc.

Financial Impact: This item has no direct impact on the SANBAG budget.

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

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X	X	X	X	X						
Brad Mitzelfelt Board of Supervisors	X	X		X	X							
Janice Rutherford Board of Supervisors	X	X	X	X	X	X						
Josie Gonzales Board of Supervisors	X	X		X	X	X						
Neil Derry Board of Supervisors	Self-Suspension as of 5/3/2011	X	X	X	X							
Cari Thomas City of Adelanto	X	X	X	X	X	X						
Rick Roelle Town of Apple Valley	*	X	X / *	X	X							
Julie McIntyre City of Barstow	X	X	X		X							
Bill Jahn City of Big Bear Lake	X	X	X	X	X							
Dennis Yates City of Chino	X	X	X	X	X	X						
Ed Graham City of Chino Hills	X	X	X	X	X	X						
Sarah Zamora City of Colton	X	*	X	X	X	X						
Michael Tahan City of Fontana	X	X		X	X	X						
Walt Stanckiewitz City of Grand Terrace	X	X	X	X	X	X						
Mike Leonard City of Hesperia	X	X	X	X	X	X						

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

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

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

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

BOARD OF DIRECTORS ATTENDANCE RECORD - 2011

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Special Nov 10 Mtg.	Special Nov 16 Mtg.	Dec
Gary Ovitt Board of Supervisors	X		X	X		X	X	X	X					X
Brad Mitzelfelt Board of Supervisors	X	X	X	X	X	X	X	X		X	X		X	X
Janice Rutherford Board of Supervisors	X	X	X	X	X	X	X	X	X	X	X			X
Josie Gonzales Board of Supervisors	X		X	X	X		X	X		X	X	X		X
Neil Derry Board of Supervisors	X	X	X	X	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011
Cari Thomas City of Adelanto	X	X	X	X	X	X		X	X	X	X			X
Rick Roelle Town of Apple Valley	X	X	X	X	X	X	X	X	X	*	X		X	X
Julie McIntyre City of Barstow	X	X	X			X		X	X		X		X	X
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X	X		X	X	X		X	X
Dennis Yates City of Chino	X	X	X	X	X	X	X	X	X	X	X		X	X
Ed Graham City of Chino Hills	X	X	X	X	X	X	*	X	X	X	X	X	X	
David Zamora City of Colton	X	X	X	X	X	X	X	*						
Sarah Zamora City of Colton									X	X	X			X
John Roberts City of Fontana	X													
Michael Tahan City of Fontana		*	*	X	X	X	X	X	X	X	X		*	X
Walt Stanckiewitz City of Grand Terrace	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Mike Leonard City of Hesperia	X		X	X	X	X	X	X	*	*	X	X	X	
Larry McCallon City of Highland	X	X	X	X	X	X	X	X	X	X	X	X	X	X

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BOARD OF DIRECTORS ATTENDANCE RECORD - 2011

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Special Nov 10 Mtg.	Special Nov 16 Mtg.	Dec
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Paul Eaton City of Montclair	X	X	X	X		X	X	X			X	X	X	X
Edward Paget City of Needles	X	X	X	X	X	X	X	X	X	X	X		X	X
Alan Wapner City of Ontario	X	X	X	X	X	X	X	X	*	X	X	*	X	X
Diane Williams City of Rancho Cucamonga	X	X												
L. Dennis Michael City of Rancho Cucamonga			X	*	X	X	X	X	X	X	X		X	X
Jon Harrison City of Redlands	X	*	X	X	X	*								
Pete Aguilar City of Redlands							X	X	X	X	X	X	X	X
Ed Scott City of Rialto	X	X	*	X	X		X	X		X	X	X	X	X
Patrick Morris City of San Bernardino	X	X	X	X	X	X		X	X	X	X	X		X
Jim Harris City of Twentynine Palms	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	*	X	X
Ryan McEachron City of Victorville	X	X	X	X	X	X	X	X	X	X	X		X	X
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X	X	X
George Huntington Town of Yucca Valley	X	X	X	X	X	*	X	X	X	X	X		X	
Ray Wolfe Ex-Official Member	X	X	Basem Muallem	Basem Muallem	X	X	X	Basem Muallem	X	Basem Muallem	X			Basem Muallem

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Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 3

Date: July 11, 2012

Subject: May 2012 Procurement Report

Recommendation:* Receive May 2012 Procurement Report.

Background: The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997 and approved the last revision on October 6, 2010. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of $50,000. All procurements for supplies and services approved by the Executive Director, or designee, in excess of $5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of $5,000 to be reported to the Board of Directors for the month of May 2012.

Financial Impact: This item imposes no impact on the fiscal year 2011/2012 budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item was reviewed by the Administrative Committee on June 13, 2012.

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1207a-ws

May 2012 Report of Purchase Orders

PO No.	PO Issue Date	Vendor	Purpose	Amount
4000551	5/23/12	GCAP Services, Inc.	In March 2011, SANBAG initiated an informal procurement process to secure Labor Compliance Officer Support Services on construction projects. Based on the understanding of the process and range of services provided, GCAP Services, Inc. was chosen to provide Labor Compliance and Equal Employment Opportunity (EEO) services on a short-term basis until Board approval to develop an RFP for these services on a multiyear basis was approved. On May 2, 2012, RFP C12233 for Labor Compliance and EEO services on multiyear basis was approved by the Board. Consultant selection and award is expected by July 2012 with services starting by August 2012. Purchase Order #4000551 for $25,000 was processed and approved on March 23, 2011 (a revised Purchase Order for additional $25,000 for a total of $50,000).	$50,000.00
**Note: Sole Source justification is noted in the Purpose statement, if applicable.*			**Total**	**$50,000.00**

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 4

Date: July 11, 2012

Subject: Delegation of Authority to Retain Outside Counsel and Issue Request for Qualifications

Recommendation:* 1. Authorize SANBAG's General Counsel to award and execute legal services contracts up to $50,000 with outside counsel as needed on behalf of San Bernardino Associated Governments, San Bernardino County Transportation Commission, San Bernardino County Transportation Authority, San Bernardino County Congestion Management Agency and San Bernardino County Service Authority for Freeway Emergencies, with General Counsel to periodically notify the Board after exercising such authority.

2. Authorize General Counsel to issue Requests for Qualifications to outside counsel as needed for the purpose of creating panels of qualified attorneys with various legal specialties.

Background: On April 4, 2012, the SANBAG Board of Directors approved hiring SANBAG's first in-house General Counsel, who commenced work May 19, 2012. The General Counsel's duties are varied and vast, providing legal advice and representation for San Bernardino Associated Governments and its related entities (the San Bernardino County Transportation Commission, San Bernardino County Transportation Authority, San Bernardino County Congestion Management Agency and San Bernardino County Service Authority for Freeway Emergencies).

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

BRD1207a-EMT

For example, during General Counsel's first month she reviewed and approved approximately 50 contracts totaling more than $76 million for the June Board and Policy committee meetings, in addition to handling numerous requests for legal advice, overseeing outside counsel, monitoring litigation cases, identifying outstanding legal issues, and commencing to establish a new law office infrastructure and procedures.

In the past, when specific legal needs were identified far in advance, the SANBAG Board has approved retention of outside counsel to provide legal services for specific projects or cases. Day-to-day advice and specialty advisory issues were handled by the attorneys within the County Counsel's office, who served as SANBAG General Counsel. Currently, four law firms are assisting SANBAG with rights-of-way acquisitions for two projects and litigation defense for specific cases.

At present, SANBAG's in-house General Counsel has no staff. From time-to-time General Counsel will require assistance from outside counsel due to the immediacy of an issue (such as litigation defense), the specific expertise required (such as CEQA/NEPA, railroad issues, bankruptcy, public finance, taxation, etc.) or the heavy case load. Among other needed resources, the ability to quickly retain outside counsel is essential to General Counsel's performance of her duties.

SANBAG's Contracting and Procurement Policy No. 11000 ("Policy No. 11000") governs SANBAG's contracting for professional services, including legal services. Policy No. 11000 provides that "All contracts...requires [sic] approval by the Board of Directors, unless otherwise authorized by the Board of Directors." In order to address SANBAG's legal needs, General Counsel requests authority to award and execute legal services agreements up to $50,000. As part of the regular Procurement Report to the Board, General Counsel would advise the Board of the award of any legal services contracts.

Policy No. 11000 also requires Board approval prior to circulation of a Request for Qualifications for professional services. General Counsel requests Board approval to issue Requests for Qualifications from time-to-time for the purpose of creating and maintaining panels of qualified lawyers and law firms to provide legal services. General Counsel will request specific quotes from these panels when the need arises for legal services, and would directly award contracts up to $50,000, or the Board would award contracts exceeding $50,000.

These delegations of authority will be incorporated into Policy No. 11000.

Financial Impact: There is no financial impact to the current fiscal year budget as no costs are associated with this item. Costs associated with any legal services contracts awarded would be charged to and within the budget of the projects to which the legal services relate.

Reviewed By: These recommendations were reviewed and unanimously recommended for approval by the Administrative Committee on June 13, 2012.

Responsible Staff: Eileen Monaghan Teichert, General Counsel

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San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 5

Date: July 11, 2012

Subject: Amend agreement with the California Highway Patrol (CHP) C12175 for the addition of one half of a full-time CHP Officer for the supervision and daily operational oversight of the Freeway Service Patrol (FSP) Program and to reduce the amount of overtime funds.

Recommendation:* 1) Approve Amendment No. 1 to Cooperative Agreement No. C12175 with the California Highway Patrol to provide additional funds in the amount of $241,008.52 for the addition of one half of a full-time officer, to provide supervision and daily oversight of the Freeway Service Patrol Program over a three-year period and to reduce the current overtime funds by $30,000 in consideration for the addition of the one-half of the CHP Officer. The new not-to-exceed amount of this contract shall be $361,008.52;

2) Approve Budget Amendment to Task 704, Freeway Service Patrol Program, for fiscal year 12/13 to increase Service Authority for Freeway Emergency (SAFE) funds in the amount of $28,751 for a total budget of $1,943,011 as specified in the Financial Impact Section.

Background: The Freeway Service Patrol (FSP) consists of a fleet of tow trucks roaming urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. Over the years, FSP programs have demonstrated

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA		SAFE	X	CMA	X

Check all that apply.

BRD1207a-jh
Attachment: C12175-01

many benefits including; reduction of the time a motorist is in traffic lanes, traffic delays, fuel consumption, vehicular emissions and secondary incidents.

Since the San Bernardino FSP program was implemented in 2006, approximately 3,600 motorists have been assisted every month. Currently, in San Bernardino County, the FSP services sixty centerline miles of San Bernardino freeways.

In December 2011, the board approved contract C12175 that provided a three-year Contract for officer supervision and operational oversight of the FSP Program and its tow truck drivers for a not-to-exceed amount of one hundred and fifty thousand dollars for the three years of the Contract. Approval of this amendment would provide the funds necessary for the addition of one-half of a full time CHP Officer as well as reduce the overtime funds by $30,000.

Currently the California Department of Transportation provides SANBAG 1.5 officers to provide daily supervision of the FSP program. In the past year, the San Bernardino County FSP program has experienced increasing turnover of FSP drivers due to these challenging economic times. The State of California requires that each FSP driver must be FSP certified by the CHP in order to perform FSP tow services. Due to the increase in new tow FSP drivers, additional CHP training is necessary. With an increase in assists overall, the program is also looking to expand opportunities for improvement by having additional and constant supervision by the CHP. SANBAG is requesting approval for an additional $241,008.52 to fund the addition of one half of a full-time officer to the program for three years. The other half which totals $241,008.52 will be funded through our partner agency, Riverside County Transportation Commission.

The funds will also help in covering the officer time needed to perform the duties described below. Receiving one-half of a CHP Officer will ensure two fully dedicated officers' in San Bernardino County at all times. This in turn gives greater access for the FSP drivers to contact officers with in-field questions, coverage for officer time off, and allows the CHP to be more proactive with enforcement of program policies and contract compliance.

Supervisory Duties performed during FSP hours:

These are not all inclusive.

- Provide more constant; in field, on scene, program supervision.
- Provide "real time" decisions to incidents occurring in the field.
- Enforce program rules and guidelines through in-field supervision.
- Conduct all investigations with regards to equipment, personnel, damage, complaints in a more efficient manner.

BRD1207a-jh
Attachment: C12175-01

- Inspect tow trucks on a spot check basis, as needed.
- Act as a FSP liaison between other governmental agencies, such as with other CHP personnel, Caltrans, cities, counties, etc.
- Be available to the public for FSP questions/comments/complaints.

Supervisory Duties performed during non- FSP hours:

- Maintain driver files, records, etc., for all drivers.
- Conduct training classes.
- Conduct background checks, testing, fingerprinting and certifications for new drivers.
- Preparation of training class materials (binders, maps, etc.).
- Maintaining the Standard Operating Procedures manual.
- Tracking of extra truck time, fines, penalties, certificates (Driver License, DL64, medical cards, Motor Carrier Permits, etc.).
- Attend various FSP related required meetings and training (TAC, quarterly driver's meeting, etc.).
- Maintenance of drop point maps to include changing local regulations.
- Monitoring of the AVL system, PDA items, radios, and any other computer related FSP equipment.
- Maintenance of required "field ready" equipment such as backup PDA items, safety vests, brochures, survey forms, magnetic signs, etc.
- Tracking of driver's tenure and performance with regard to driver recognition and rewards.
- Participate in the RFP process for new vendors, beats, etc.

Financial Impact: The current budget for Task Number 70413000 totals $1,914,260 which includes $1,284,644 of Freeway Service Patrol Funds, $416,060 in SAFE funds, and $213,556 in Measure I Traffic Management and Environmental Enhancement Fund (TMEE) funds for staff and related costs. This action will increase the total budget for Task Number 70413000 by $28,951 in SAFE funds for a total fiscal year budget of $1,943,011. All future fiscal year expenses will be budgeted accordingly during those years.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on June 20, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and contract as to form.

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

BRD1207a-jh
Attachment: C12175-01

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12175 Amendment No. 1

By and Between

San Bernardino Associated Governments and California Highway Patrol

Contract Description FSP CHP Officer(s) Overtime and 1/2 of a full time officer position

Board of Director's Meeting Date: 7/11/12

Overview of BOD Action: Approve amendment NO. 1 for $241,008.52 for the addition of one half of a full time CHP officer and reduce $30,000 in overtime funds.

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

CONTRACT OVERVIEW					
Original Contract Amount	$	150,000.00	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$	150,000.00	**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	211,008.52	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	361,008.52	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	361,008.52

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
7/1/12	6/30/2015	6/30/2015

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? FSP $32,000 and SAFE $86,750.66

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

This contract will be paid $265,008.52 by SAFE (including amendment of $28,751.00) funds and $96,000 in State FSP funds.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

mm 6/12/12

DIANE A. DAKER		6-12-12
Task Manager (Print Name)	Signature	Date
Jenny Herrera		6/12/12
Project Manager (Print Name)	Signature	Date
for Jeffery Hill		6/13/12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI		6/12/12
Chief Financial Officer Signature (Print Name)	Signature	Date

AMENDMENT NO. 1 TO
SANBAG AGREEMENT NO. C12175
BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
THE DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
FOR FREEWAY SERVICE PATROL
CHP AGREEMENT NO. 12R061002

THIS AMENDMENT NO. 1 is made and entered into this ____day of _____, 2012, by and between the California Highway Patrol, Business Services Section, hereinafter called CHP, and San Bernardino Associated Governments hereinafter called SANBAG.

WHEREAS, on December 11, 2011, the Board of Directors approved CHP Agreement No. 12R061002 (SANBAG Contract No. C12175, effective July 1, 2012 through June 30, 2015, between SANBAG and CHP, under which SANBAG reimburses the CHP for overtime supervision and operation of a Freeway Service Patrol (FSP) program in San Bernardino County; and

WHEREAS, additional funds are needed for one half of a full-time officer position to provide additional support for the FSP program for the remainder of this contract.

SANBAG desires to increase the contract amount with CHP in order to continue running an efficient FSP program for the motoring public and CHP agrees to increase the maximum expenditures for Fiscal Year 2012/2013 by $78,750.66, Fiscal Year 2013/2014 by $80,325.67, and Fiscal Year 2014/2015 by $81,932.19;

NOW THEREFORE, it is mutually understood and agreed by SANBAG and CHP that Agreement No. 12R061002 is hereby amended in the following particulars only:

Amend paragraph F of **ARTICLE 2. TERMS AND CONDITIONS**, and replace it in its entirety with the following new paragraph F:

F. SANBAG agrees to reimburse the CHP for **actual costs** incurred while performing overtime FSP related duties, in accordance with the following schedule:

Approximately 603 hours of available overtime during fiscal year 2012/2013, reimbursed at an estimated rate of $67.61 per hour for an annual estimated amount of $40,000.00.

Approximately 603 hours of available overtime during fiscal year 2013/2014, reimbursed at an estimated rate of $67.61 per hour for an annual estimated amount of $40,000.00.

Approximately 603 hours of available overtime during fiscal year 2014/2015, reimbursed at an estimated rate of $67.61 per hour for an annual estimated amount of $40,000.00.

SANBAG agrees to reimburse the CHP for one half of a full time officer position for the remainder of the contract at estimated annual amounts of $78,750.66 for Fiscal Year 2012/2013, $80,325.67 for Fiscal Year 2013/2014, and $81,932.19 for Fiscal Year 2014/15.

It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, SANBAG agrees to reimburse CHP at the new hourly rate, but in no event shall the total amount exceed the maximum contract amount of $361,008.52.

The balance of said Agreement remains unchanged.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

Janice Rutherford
SANBAG Board President

Date

APPROVED AS TO FORM:

Eileen Monaghan Teichert
SANBAG General Counsel

June 21, 2012
Date

Jeffery Hill
Contracts Administrator

6/21/12
Date

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

T. L. Anderson, Assistant Chief
Administrative Services Division

Date

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 6

Date: July 11, 2012

Subject: Smith, Watts & Martinez, LLC Contract Extension and Increase for State Advocacy Services

Recommendation:* Approve Amendment No. 1 to Contract No. C09223, with Smith, Watts & Martinez, LLC (formerly Smith, Watts & Company, LLC) for State Advocacy services for a two-year extension until September 30, 2014, and increase the contract amount by $119,756 as identified in the financial impact section for a new not-to-exceed amount of $295,174.

Background: The proposed Amendment No. 1 with Smith, Watts & Martinez, LLC is to extend State Advocacy Services, performed on behalf of SANBAG, until September 30, 2014, and increase the not-to-exceed amount by $119,756 to a new contract amount of $295,174. Monthly compensation has been adjusted from $4,590 to $4,681 to adhere to Article VI of the original contract which states that SANBAG will annually adjust the contractor's compensation to reflect the increase in the Consumer Price Index (CPI) or two percent (2%) whichever is less.

In July 2009, SANBAG released a Request For Proposals (RFP) for State Advocacy Services. In response to the RFP, SANBAG received three proposals that were reviewed by an evaluation panel. The results from the RFP process concluded that Smith, Watts & Company LLC was best qualified to meet SANBAG's needs. In September 2009, the SANBAG Board of Directors

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Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1207e-dab
C09223-1

unanimously approved Contract No. C09223 with Smith, Watts & Company LLC (now Smith, Watts & Martinez, LLC) for State Advocacy Services in the amount not to exceed $175,418. This contract will expire on September 30, 2012. The approved contract provides that in SANBAG's sole discretion the term of the contract can be extended for one additional two-year term as long as the contractor is not in default and SANBAG provides sixty day's notice that it intends to extend the contract.

The purpose of this agenda item is to request the SANBAG Board approve Amendment No. 1 for the two-year extension with Smith, Watts & Martinez, LLC allowed for in the original contract. Smith, Watts & Martinez, LLC has provided valuable services to SANBAG while assisting in the development of the Legislative Platform and is not in default of their contract. Smith, Watts & Martinez LLC, has provided advance warning of issues and legislation which may impact transportation funding and policy in California, such as the Fuel Tax Swap that took effect in 2010, High Speed Rail, California Environmental Quality Act (CEQA) Streamlining, and Cap and Trade discussions.

Smith, Watts & Martinez, LLC has diligently:

- Identified legislation and/or amendments to legislation that coincide with the SANBAG's Legislative Platform.
- Communicated with delegation members, and members of related Assembly and Senate committees on legislation in response to specific legislative or budget proposals.
- Provided information, copies of introduced legislation, relevant testimony and analysis of legislation relative to SANBAG.
- Coordinated advocacy efforts that included testimony by the firm's representatives on SANBAG's behalf.
- Advised SANBAG staff in developing strategies on legislation and regulations.
- Assisted SANBAG with planning and scheduling meetings in Sacramento, including the coordination of communications and visits with the Legislature, members of the Governor's Administration and agency staff.
- Provided SANBAG staff with written updates regarding legislative activities on moving legislation, and general activities of state government that could impact SANBAG's interests.

Based on the services provided and the value of continuity as the state confronts a changing federal transportation environment, and the conclusion of Proposition 1B funding, it is recommended that SANBAG exercise the option of extending this contract for two years. Staff therefore, recommends approval of

Amendment No. 1 in the amount of $119,756 for a new not-to-exceed amount of $295,174. Direct staff to provide the sixty day notice of extension, which must be dated no later than July 30, 2012.

Financial Impact: This Amendment No. 1 will increase the total contract amount by $119,756 to a total for all five years of $295,174. This Amendment is funded in the Fiscal Year 2012/2013 budget, Task No. 0503, in the amount of $59,878. The remaining $59,878 will be budgeted in the Fiscal Year 2013/2014 budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on June 13, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and Contract as to form.

Responsible Staff: Duane Baker, Director of Management Services

BRD1207e-dab
C09223-1

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 09223 Amendment No. 1

By and Between

San Bernardino Associated Governments and Smith, Watts & Martinez LLC

Contract Description State Advocacy Services

Board of Director's Meeting Date: July 11, 2012

Overview of BOD Action: Approve Amendment #1 to Contract No. 09-223, for a two-year extension until September 30, 2014 with Smith, Watts & Martinez, LLC (formerly Smith, Watts & Company, LLC) for state advocacy services and increase not-to-exceed amount by $119,756.

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

CONTRACT OVERVIEW

Original Contract Amount	$	175,418	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$	175,418	**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	119,756	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	295,174	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	295,174

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
Oct. 1, 2009	Sept. 30, 2012	Sept. 30, 2014

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

Amendment No. 1 will extend the contract by a Two-year extension

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0503.

☐ A Budget Amendment is required.

How are we funding current FY?

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

DUANE BAKER
Task Manager (Print Name)

Signature

6-6-12
Date

Project Manager (Print Name)

Signature

Date

KATHLEEN MURPHY-PEREZ
Contracts Manager (Print Name)

Signature

6-6-12
Date

WILLIAM STAWARSKI
Chief Financial Officer Signature (Print Name)

Signature

6/6/12
Date

C09223-1

AMENDMENT NO. 1 TO

CONTRACT NO. C09-223

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

SMITH, WATTS & MARTINEZ, LLC

FOR

STATE ADVOCACY SERVICES

THIS AMENDMENT No. 1, entered into and effective on the date executed by SANBAG ("Effective Date"), is made by and between San Bernardino Associated Governments, hereinafter called "SANBAG", and Smith, Watts & Martinez, LLC (formerly Smith, Watts & Company, LLC), hereinafter called "CONTRACTOR".

RECITALS:

WHEREAS, on October 1, 2009, SANBAG and CONTRACTOR entered into Contract No. C09-223 for State Advocacy Services on the terms and conditions set forth in the Contract, and

WHEREAS, the parties desire to amend the Contract to extend the contract term for two additional years at an increase cost of $119,756.00, and to reflect the change in the name of the Contractor from Smith, Watts & Company to Smith, Watts & Martinez, LLC.

NOW, THEREFORE, the parties hereto do mutually agree to amend Contract No. C09-223 as follows:

1. CONTRACTOR's name has changed from Smith, Watts & Company, LLC to Smith, Watts & Martinez, LLC. Such name change shall be made throughout the Agreement. From and after the date of this Amendment No. 1, all places within the Agreement that indicate Smith, Watts & Company, LLC shall be deemed to indicate Smith, Watts & Martinez, LLC.

2. Add to Paragraph VI. the following language: "The original Contract amount of $175,418 shall be increased by $119,756 to a new not-to-exceed amount of $295,174."

3. Amend Paragraph VIII. to delete September 30, 2012, and insert September 30, 2014 as the date of expiration.

5. Amend Paragraph XXV. to delete "Deborah Barmack" and insert "Ray Wolfe".

7. All other provisions of Contract No. C09-223 shall remain in full force and effect.

SMITH, WATTS & MARTINEZ, LLC

By: _____

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Janice Rutherford
SANBAG President

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Kathleen Murphy-Perez
Contracts Manager

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 7

Date: July 11, 2012

Subject: Contract for Solar Power Site Assessments as part of a Regional Joint Solar Power Purchase Agreement Program

Recommendation:* 1. Approve Contract No. 12142 with Newcomb Anderson McCormick for Solar Power Site Assessment Services (Attachment A) in an amount not-to-exceed $421,410 for a contract term as described by Recommendation 3;

2. Approve budget amendment to transfer $16,678 from Task 0490 (Council of Governments New Initiatives) to Task 0492 (Joint Solar Power Purchase Agreement) for a total of $43,410 to be funded from already collected General Assessment Dues; and

3. Approve exception to SANBAG's Procurement Policy No. 11000 and allow this contract to have a five-year term, which exceeds the three-year maximum term identified in the policy for standard SANBAG contracts.

Background: On November 2, 2011, the Board of Directors directed staff to structure a regional collaborative solar power procurement program.

This type of program will bring together a number of cities and other government agencies like water districts to aggregate their solar sites. The sites are evaluated and then those that make technical and economic sense are bundled together. Bidders are then sought who bid on building the solar photovoltaic sites for the agencies. The public agencies don't pay any up front capital costs for the installation. Instead, the agencies negotiate a power purchase agreement with

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1207c-dab
C12142

the private firm to purchase the power generated by the solar installation for a fixed amount per kilowatt hour for a fixed amount of time.

Because more sites are identified collectively than any individual agency could identify, this collaborative is able to negotiate more favorable power rates which can reduce each agency's utility bills. Also, by pursuing solar power as a collaborative, each agency can benefit from economies of scale and can reduce their costs for putting a solar deal together. Also, in this fashion, agencies that might not have a sufficient number of potential sites on their own, can join the collaborative and reap the benefits of a solar installation.

On February 1, 2012, the Board of Directors authorized the release of Request for Proposal (RFP) 12142 for solar power site assessment services. A total of 16 proposals were received in response to the RFP. A panel consisting of staff from SANBAG, the City of Victorville, the City of Rancho Cucamonga, the City of San Bernardino, and the County of San Bernardino were assembled to review all of the proposals and to create a shortlist to interview. The proposals that were received were from the following firms:

- BacGen Solar Group
- Borrego Solar
- Digital Energy, Inc.
- Energy Solutions
- Information & Energy Services, Inc.
- Lilburn Corp. and Sun to Market Solutions
- Navigant
- Newcomb Anderson McCormick
- Optony
- Project Navigator, LTD
- Sage Renewables
- SilRay, Inc.
- Sustainable Strategies Today
- URS
- West American Development LLC
- Worley Parsons

These proposals were evaluated by the panel based on the following criteria:

1. Overall qualifications of the firm and their experience in performing work of a similar nature.
2. Qualifications of the proposed project staff.
3. The proposed work plan and how well it reflected SANBAG's requirements.

4. Specific experience in evaluating and specifying solar photovoltaic installations in a variety of settings; and experience in calculating energy potential and cost savings for a specific site.
5. The experience of the firm in bundling sites for better installation and financing rates; and the firms experience with the various financing structures and tax benefits available.
6. The firms experience in managing large photovoltaic installations covering a number of sites.

After evaluating all of the proposals, the evaluation panel selected the following six firms to interview:

- BacGen Solar
- Borrego Solar
- Energy Solutions
- Newcomb Anderson McCormick
- Optony
- Sage Renewables

The evaluation panel scored each proposer on information provided in their presentation and their response to questions during the question and answer session. Each of the proposers was well prepared and clearly presented their qualifications for assisting SANBAG with this project. The panel seriously considered all of the material presented and felt that two firms stood out as able to perform the work required by SANBAG: Newcomb Anderson McCormick and Optony. However, the consensus of the panel was that Newcomb Anderson McCormick best met the needs of SANBAG for this project. The panel recommended that SANBAG negotiate with Newcomb Anderson McCormick, but noted that should negotiations be unsuccessful, then Optony should be recommended for this project.

Some of the reasons cited by the panel in recommending Newcomb Anderson McCormick are their experience working with large photovoltaic projects across multiple sites, their depth of engineering and project management experience, and their overall understanding of SANBAG's needs.

The proposed contract is broken into two phases. The cost of the first phase is $43,410. The first phase is to work with government agencies to educate them about the project and develop a survey instrument that can be used by agencies to identify potential solar sites. The next step would be to conduct an initial evaluation of these sites to determine their suitability for construction based on location and potential cost and utility savings. This analysis will be provided to

the agencies so that a short list of the most viable projects can be identified and so that agencies can make a decision whether to participate and contribute to the second phase of the project.

The second phase of the project is estimated to cost $378,000, though a total cost will not be known until the total number of solar sites that are to be built is known. The cost of the second phase will be divided by the total number of sites to be built and each agency will contribute their share to fund this phase. This phase involves designing the site, bundling the sites and developing the best financing plan, bidding the bundled sites and overseeing construction.

Based on the recommendation of the evaluation panel, approve the contract with Newcomb Anderson McCormick. This contract is for a total term of five years which is beyond the scope of SANBAG's current policy. This exception is requested to allow the consultant sufficient time to complete the project. The cost for the first phase of the contract is $43,410. This first phase is being funded by SANBAG from the General Assessment Dues collected to fund Council of Government Activities. This amount is $13,410 over the initial amount allocated by the Board of Directors for this purpose. A budget transfer is requested in the amount of $16,678 to Task 0492 (Joint Solar Power Purchase Agreement). The second phase of this contract is estimated at $378,000 and will be funded entirely from contributions from participating agencies.

Financial Impact: The proposed contract will cost SANBAG $43,410 and will be funded in Task 0492 (Joint Solar Power Purchase Agreement). A budget transfer is required to increase the original allocation of already collected General Assessment Dues by $16,678 from $26,732 to $43,410. The second phase of the contract is estimated at $378,000. A separate budget amendment will be brought to the Board of Directors before proceeding with the second phase of the project. The expenditures for the second phase will be offset by revenue from participating public agencies.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on June 20, 2012. SANBAG General Counsel and Contract Administrator are reviewing this item and Contract.

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

SANBAG
Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12142 Amendment No. _____

By and Between

SANBAG and Newcomb Anderson McCormick

Contract Description Solar Power Site Assessment Services

Board of Director's Meeting Date: July 11, 2012
Overview of BOD Action: Recommend that the Board approve Contract 12-142 with Newcomb Anderson McCormick for Solar Power Site Assessment Services.

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

CONTRACT OVERVIEW

Original Contract Amount	$	421,410	**Original Contingency Amount**	$	-0-
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	-0-
Current Amendment Amount	$		**Contingency Amendment**	$	-0-
TOTAL CONTRACT VALUE	$	421,410	**TOTAL CONTINGENCY VALUE**	$	-0-
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	421,410

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
July 11, 2012	June 30, 2017	

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? FY 12/13 Phase 1 Funded from Council of Governments General Assessment Dues

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
Phase 1 funded from COG General Assessment Dues $43,410; Phase II will be funded by contributions from participating agencies based on a per site cost Phase II total estimated at $378,000.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % N/A.

☐ Disadvantaged Business Enterprise (DBE) Goal N/A % ☐ Underutilized DBE (UDBE) Goal N/A %

DUANE A. BAKER	Duane A. Baker	6/12/12
Task Manager (Print Name)	Signature	Date
DUANE A. BAKER	Duane A. Baker	6/12/12
Project Manager (Print Name)	Signature	Date
for Jeffery Hill		6/12/12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI		6/14/12
Chief Financial Officer Signature (Print Name)	Signature	Date

mmc 6/12/12

Attachment A
Scope of Services

The Contractor shall provide the following Professional Services:

PHASE I

1) Assist SANBAG in conducting two workshops to educate public agencies in San Bernardino County about applicable solar financing, project types, technologies and procurement process.

2) Assist in developing a questionnaire to be used by public agencies in San Bernardino County to identify potential solar power sites.

3) Evaluate all potential solar power sites for feasibility. The evaluation should include a map of the solar intensity within the parcel boundary of each potential solar installation based on an on-site visit, as well as an analysis of the operational, facility, geological, and environmental challenges specific to that site that may require further detailed assessment or that may limit the range of options for solar electricity generation.

4) Conduct an initial economic and financing analysis of each feasible site and all likely sites in aggregate. The analysis should include:
   a) The economic feasibility of each solar installation with realistic project costing forecasts.
   b) Potential financing mechanisms including at a minimum:
      i) Direct purchase
      ii) Lease
      iii) Debt financing
      iv) Power Purchase Agreement (PPA) financing
   c) Available state and federal rebate/incentive programs.
   d) Applicable electricity rate schedules.
   e) Allowances for any potential changes to rebate/incentive structures that may occur before installation.

5) Prepare an initial report that can be used by SANBAG and other public agencies in San Bernardino County to make decisions about whether to proceed with further analysis and procurement.

PHASE II

1) Prepare a final report for each site ultimately selected for further analysis and procurement by participating public agencies at conclusion of Phase I that includes the following:
   a) Total generation potential, given available space.
   b) Anticipated electrical and/or natural gas savings.
   c) Potential CO_2 reductions.
   d) Minimum and maximum recommended installation capacity.
   e) Comparison of actual electricity consumption at the site to the optimized system size and output.
   f) Minimum and maximum recommended installation capacity, given expected energy usage.
   g) Any suggested tree trimming/removal for recommended capacities.
   h) Anticipated site specific challenges – especially potential CEQA concerns.

i) Electrical and structural analysis to determine feasibility of connecting solar system to the building's electrical system, as well as whether or not the building's rooftop is structurally adequate to support the projected load in compliance with the Uniform Building Code.
j) Compare the expected system output with the actual electricity consumption at the site to optimize system size for electricity generation, this should include a time of use load profile for the facility.
k) Provide recommendations on any necessary upgrades to electrical transfer switches or other infrastructure needed for interconnection.

2) Assist SANBAG in drafting RFP conditions, system designs and specifications.
3) Assist SANBAG in drafting other procurement documents and agreements for use by each participating public agency.
4) Provide technical expertise throughout the procurement and assist in responding to vendor inquiries.
5) Assist SANBAG in evaluating proposals by providing technical analysis on technology, price and performance.
6) Assist with contract negotiations with vendor and assist with contract terms. Provide project management services for solar power installations including coordination between vendor and participating public agency and contract compliance.

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 8

Date: July 11, 2012

Subject: Regional Greenhouse Gas Inventory and Reduction Plan Memorandum of Understanding (C13017) for City of Colton

Recommendation:* Approve Contract No. C13017 between SANBAG and the City of Colton for the preparation of a Regional Greenhouse Gas Inventory and Reduction Plan and related Environmental Impact Report.

Background: On January 6, 2010, the SANBAG Board of Directors entered into a Memorandum of Understanding with 20 cities in San Bernardino County in an effort to assist the cities in meeting the requirements of AB 32 and SB 375 by building upon San Bernardino County's nearly completed Greenhouse Gas Inventory and Reduction Plan.

Realizing that every other jurisdiction in the County would be faced with addressing greenhouse gas emissions under the provisions of AB 32 and SB 375, the idea was raised to "piggyback" on the work conducted for the County. By using the same consultants and benefiting from the work already conducted for the County, every city in the region could realize significant savings and produce a better and more comprehensive Greenhouse Gas Inventory and Reduction Plan. In addition to taking advantage of the work already completed for the County, by approaching this as a region, each city would benefit from economies of scale as opposed to each city having to conduct their own analysis and plan.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1207e-ss
Attachment: C13017

Initially, the City of Colton did not indicate that they wished to participate. The city has now approached SANBAG and would like to be a part of the study. Colton's participation will add $38,385 to SANBAG's contracts with the consultants conducting the work, including $27,125 to the contract with ICF Jones & Stokes for the development of the Plan, and $11,260 to the contract with Atkins North America, Inc., for preparation of the Environmental Impact Report. The City of Colton will cover the entire cost of this additional work. No other participating agency will see a change to their costs as a result of Colton joining the effort. Separate actions will be taken to reflect the increase in funding for the consultant contracts and to amend the SANBAG Fiscal Year 2012-2013 budget.

Financial Impact: This item will increase the funding available for Task 0495 by $38,385. A budget amendment will be processed in a separate action taken to increase the funding available for the two consulting contracts.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on June 20, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and Contract as to form.

Responsible Staff: Steve Smith, Director of Planning

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13017 Amendment No. _____

By and Between

SANBAG and City of Colton

Contract Description: Greenhouse Gas Inventory and Reduction Plan and preparation of related Environmental Impact Report for City of Colton.

Board of Director's Meeting Date: July 11, 2012
Overview of BOD Action: New Contract C13017

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

CONTRACT OVERVIEW					
Original Contract Amount	$	38,385.00	**Original Contingency Amount**	$	-0-
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	-0-
Current Amendment Amount	$		**Contingency Amendment**	$	-0-
TOTAL CONTRACT VALUE	$	38,385.00	TOTAL CONTINGENCY VALUE	$	-0-
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	38,385.00

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
July 11, 2012	6/30/2013	

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

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. 0495.
☒ A Budget Amendment is required.
How are we funding current FY? City of Colton is contributing 100% of funds.

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
☐ Payable ☒ Receivable - $38,385.00-contribution from Colton to fund their portion of work.

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☐ Retention? If yes, indicate % N/A.
☐ Disadvantaged Business Enterprise (DBE) Goal N/A % ☐ Underutilized DBE (UDBE) Goal N/A %

Steve Smith	Steve Smith	6/13/12	
Task Manager (Print Name)	Signature	Date	
Steve Smith	Steve Smith	6/13/12	
Project Manager (Print Name)	Signature	Date	
For Jeffery Hill		6/13/12	
Contracts Manager (Print Name)	Signature	Date	
William Stawarski		6/14/12	
Chief Financial Officer Signature (Print Name)	Signature	Date	

C13017-SS

MEMORANDUM OF UNDERSTANDING CONTRACT C13017

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

CITY OF COLTON,

FOR PREPARATION OF SAN BERNARDINO COUNTY REGIONAL GREENHOUSE GAS INVENTORY AND REDUCTION PLAN AND RELATED ENVIRONMENTAL IMPACT REPORT FOR THE CITY OF COLTON

RECITALS:

The Memorandum of Understanding (MOU) is entered into by and between the San Bernardino Associated Governments (SANBAG) and the City of Colton, referred to herein as "CITY" regarding the preparation of the San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan and the related Environmental Impact Report for the City of Colton, collectively hereinafter referred to as "PROJECT," and with regard to the following matters:

WHEREAS, AB 32 mandated the California Air Resources Board (CARB) to develop regulations on how the state could address global climate change and established a target of reducing greenhouse gas emissions down to 1990 levels by the year 2020; and

WHEREAS, SB 375 also calls for the reduction of greenhouse gas emissions as one of the overarching goals for regional planning; and

WHEREAS, San Bernardino County has completed a Greenhouse Gas Inventory and Reduction Plan for the unincorporated areas of the County and County government operations as part of a settlement with the Attorney General's Office; and

WHEREAS, 20 other cities in San Bernardino County have executed an MOU (C10144) with SANBAG, under which SANBAG has committed to conduct a Regional Greenhouse Gas Inventory and Reduction Plan and the related Environmental Impact Report; and

WHEREAS, by working cooperatively and using the same consultants that are preparing the Greenhouse Gas Inventory for SANBAG, specifically ICF Jones & Stokes and PBS&J herein referred to as "CONSULTANTS", CITY could benefit from work already done and realize significant savings as opposed to preparing its own inventory; and

WHEREAS, it is the intent and purpose of this MOU for CITY to provide funding to SANBAG to procure services from CONSULTANTS to perform the Scope of Work identified in Attachment "A" regarding the PROJECT.

NOW, THEREFORE, it is mutually understood and agreed to by SANBAG and the CITY as follows:

1. Incorporation of Recitals

The above-referenced recitals are a substantive part of this Agreement, and are incorporated herein by this reference.

2. Scope of Work

A. SANBAG agrees to amend its contract with ICF Jones & Stokes and PBS&J (the "CONSULTANTS"") to perform the Scope of Work as described in Attachment "A", attached hereto and incorporated by this reference.

B. Subject to the execution of a valid, enforceable contract between SANBAG and the CONSULTANTS, SANBAG shall be responsible for managing the CONSULTANTS in performing the Scope of Work. SANBAG's Project Manager shall approve all invoices of CONSULTANTS.

D. SANBAG's Project Manager will have final approval of all CONSULTANTS' deliverables; however, prior to final approval of a deliverable from the CONSULTANTS, SANBAG's Project Manager will consult with the designated staff from the CITY.

F. Within 30 days of final approval of this MOU, CITY will designate a contact staff person for the PROJECT and notify SANBAG's Project Manager with contact information for that contact staff person.

G. For purposes of this Agreement, SANBAG designates the following Project Manager for this Project:

Steve Smith
Director of Planning
San Bernardino Associated Governments
1170 West Third Street, 2nd Floor
San Bernardino, CA 90012
(909) 884-8276

3. Term

The term of this MOU shall begin on the Effective Date of the MOU and continue until June 30, 2013, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Services performed under this Agreement shall commence upon SANBAG's Board of Directors authorization and approval of amendments to the contracts with the CONSULTANTS. The term may be extended subject to mutual agreement by SANBAG and CITY.

4. Payment

A. Except as expressly provided herein, CITY shall provide the funds described in Attachment "B", attached hereto and incorporated by this reference, to SANBAG due and payable in full, thirty (30) days after the execution of this MOU.

B. From the $38,385 provided by CITY as set forth in Attachment "B", SANBAG shall pay for all costs and expenses incurred by CONSULTANTS related to the Scope of Work described in Attachment "A".

C. Except as expressly provided herein, if any funds associated with the Scope of Work in Attachment "A" and paid in advance by CITY are unspent upon the completion or termination of this MOU, SANBAG shall return such funds to CITY within 30 days of the completion or termination of the MOU.

5. Mutual Indemnification

A. Neither CITY nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by SANBAG or by its officers, agents, employees, contractors and subcontractors in connection with this MOU. SANBAG shall indemnify, defend and hold CITY and their respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of SANBAG or its officers, agents, employees, contractors or subcontractors in connection with this MOU, including, without limitation, procurement and management of the CONSULTANTS.

B. Neither SANBAG nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY, or by their respective officers, agents, employees, contractors and subcontractors in connection with this MOU. CITY shall indemnify, defend and hold SANBAG and their respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of CITY or their officers, agents, employees, contractors or subcontractors in connection with this MOU, including, without limitation, procurement and management of the CONSULTANTS.

6. Termination

A. If through any cause, CITY fails to fulfill in a timely and proper manner its obligations under this MOU, or violates any of the terms or conditions of this MOU or any applicable Federal and State laws and regulations, SANBAG reserves the right to terminate this MOU upon thirty (30) days written notice to CITY. If this MOU is terminated by SANBAG as provided herein, CITY agrees to share in any costs of termination of the CONSULTANTS contract not to exceed the actual costs of work performed by the CONSULTANTS prior to the date of termination.

7. Notice.

Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SANBAG:
Raymond Wolfe
Executive Director
San Bernardino Associated Governments
1170 West Third Street, 2nd Floor
San Bernardino, CA 90012

To City of Colton:
Rod Foster
City Manager
City of Colton
650 N. La Cadena Drive
Colton, CA 92324

9. Miscellaneous.

A. This MOU contains the entire understanding between SANBAG and the CITY and supersedes any prior written or oral understandings and agreements regarding the subject matter of this MOU. There are no representations, agreements, arrangements or understanding oral or written, between SANBAG and the CITY relating to the subject matter of this MOU, which are not fully expressed herein.

B. This MOU shall be construed and interpreted under the laws of the State of California.

C. In the event any part of this MOU is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, such part shall be deemed severed from the remainder of the MOU and the remaining provisions shall continue in full force without being impaired or invalidated in any way.

D. No party may assign this MOU or any part thereof, without written consent and prior approval of every other party, and any assignment without said consent shall be void and unenforceable.

E. No amendment, modification, alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement pertaining to the subject matter of this MOU and not incorporated herein shall be binding on any of the parties thereto. Time is of the essence for each and every provision of this MOU.

10. Effective Date. This MOU shall be effective on the date on which the President of the SANBAG Board of Directors executes this document.

[Signature Pages to follow.]

IN WITNESS WHEREOF, SANBAG and CITY have executed this MOU on the date and year herein written below:

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Janice Rutherford
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
SANBAG General Counsel

Date: June 21, 2012

APPROVED AS TO FORM:

By: _____
Jeffery Hill
Contracts Administrator

Date: 6/21/12

City of Colton Signature Page

MEMORANDUM OF UNDERSTANDING Contract C13017

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND THE

CITY OF COLTON

FOR PREPARATION OF SAN BERNARDINO COUNTY REGIONAL GREENHOUSE GAS INVENTORY AND REDUCTION PLAN AND RELATED ENVIRONMENTAL IMPACT REPORT FOR THE CITY OF COLTON

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year herein written below:

CITY OF COLTON

By: _____

Date: 6.21.2012.

APPROVED AS TO FORM:

By: _____
Legal Counsel

Date: 6-21-12

Attachment A, Part 1

SCOPE OF WORK

Greenhouse Gas Inventory and Reduction Plan for the City of Colton

ICF Jones & Stokes

This attachment includes a proposed budget and scope to include the City of Colton in the Regional Greenhouse Gas Project. This scope of work includes the tasks and level of effort required to provide the completed project components for the City of Colton and to integrate the City of Colton's analysis into subsequent project steps.

Background on Regional Greenhouse Gas Project

The jurisdictions in San Bernardino County face a demanding challenge to meet the targets established by the State of California to address global warming, through the requirements of AB 32 and SB 375. In response to these initiatives, an informal project partnership, led by SANBAG, and including most of the City governments (Cities) in San Bernardino County, is seeking to reduce greenhouse gas (GHG) emissions associated with its regional activities. By working in a collaborative manner on these goals, the Cities aim to more effectively address emissions from activities that are affected or influenced by the region as a whole.

ICF International (ICF) has completed several project components, including:

Development of GHG Reduction Strategies: ICF provided a "candidate measures" list for review on December 2, 2010. This list included proposed GHG reduction measures for inclusion in each City's GHG Reduction Plan. ICF also submitted a "poll", requesting City comments on each of the candidate measures.

Development of Community Inventories for non-transportation sectors: ICF developed and provided a draft Community GHG Inventory and Forecast Report (March 2011). Given data pending from SCAG, this draft Report did not include emissions from the on- road transportation sector (i.e., on-road passenger vehicles and trucks).

City review and confirmation of SCAG's draft RTP socioeconomic data for use in GHG Community Inventory and Forecast: ICF requested that each City confirm the use of this socioeconomic data in the revised draft and final Community Inventory Reports.

Revised Draft Community Inventory and Forecast: ICF is currently in the process of updating the revised draft Community Inventory and Forecast Report for submittal to participating cities on 3/20/12.This report will include the on-transportation sector, as well as all of the non-transportation sectors presented previously. The revised draft Report will be circulated for City review.

Subsequent project steps include:

Final Community Inventory and Forecast Report (due: 4/17/12): After addressing City comments on the revised draft Community Inventory and Forecast Report, ICF will provide a final Community Inventory and Forecast Report.

Quantification of GHG Reduction Strategies and Refinement of Reduction Strategies: ICF has previously quantified the GHG reductions associated with the "candidate measures" (or GHG reduction strategies). ICF will update this quantification with the draft RTP socioeconomic and on-road data, and will provide this quantification for City review. ICF will also incorporate prior City comments on the candidate measures (*due: 4/17/12*).

Cost Analysis of GHG Reduction Strategies: ICF will develop a cost analysis for each of the GHG reduction strategies, as feasible; to quantify costs or savings associated with implementation of each of the reduction strategies. This analysis will be conducted at the regional (or county-wide) level (due: 4/10/12).

Development of GHG Reduction Plan (including separate sections for each participating City): ICF will begin development of the GHG Reduction Plan once all analytical components of the project are complete. The GHG Reduction Plan will include a separate section for each City, including the final list of GHG reduction strategies selected by each City and a City-specific GHG reduction target (*due: final Plan – 12/20/12*).

The full scope for the regional study is attached. The staff used for the Colton analysis will be the same staff working on the regional study.

Greenhouse Gas Inventory and Reduction Analysis for Colton

As the City of Colton was not previously included in the Regional Greenhouse Gas Project, ICF will initiate the work by collecting new data for Colton's community GHG inventory. ICF anticipates providing a community inventory summary for Colton's review prior. If schedule allows, ICF will include the City of Colton's inventory results into the Final Community Inventory Report (anticipated: 4/17/12). ICF also anticipates completing Colton's GHG reduction analysis and including those results in the Administrative Draft GHG Reduction Plan (anticipated 6/26/12).

This scope of work includes the following major tasks: 1) inventory data collection and emissions/forecast calculations, 2) development of inventory and forecast summary for Colton's review, 3) incorporation of Colton's inventory results into Regional community inventory report, 4) establish candidate reduction measures and quantify reductions, 5) incorporate Colton's reduction analysis into the Regional GHG Reduction Plan.

The tasks to include the City of Colton in the regional project are as follows:

Task 1. Data Collection for Inventory and Forecast – ICF will coordinate with the City of Colton to collect the data necessary to prepare the GHG baseline inventory and forecast. This scope does not presume the need for any additional travel demand modeling and that prior collected data from SCAG can be utilized for Colton. This task presumes the City will facilitate the provision of data from the Colton Public Utilities and will also provide permission letters to other utilities providing electricity and/or natural gas within the City (as necessary).

Task 2. Inventory and Forecast Preparation – ICF will utilize the collected data to prepare a baseline GHG inventory for 2008 and a forecast for 2020 for the City. It is presumed that the most recent SCAG socioeconomic assumptions for 2008 and 2020 will be utilized so as to allow ICF to utilize SCAG modeling for estimating onroad transportation emissions.

Task 3. QA/QC Inventory and Forecast – ICF will conduct a quality assurance/quality control review of the baseline GHG inventory and forecast.

Task 4. Draft Inventory Summary Deliverable – ICF will prepare a summary of the City's inventory using the same format as for other cities in the regional study.

Task 5. Final Inventory Summary Deliverable – ICF will revise the summary based on review comments of the City.

Task 6. Incorporate Colton Inventory into Regional Inventory Report – ICF will incorporate the results of the inventory and forecast effort into the regional inventory report.

Task 7. Coordinate with City on Candidate Measures – ICF will coordinate with the City in terms of input on the previously developed candidate measures for the regional study. It is presumed that additional custom measures for the City of Colton will not be developed as part of this scope.

Task 8. Calculate GHG Reductions – ICF will quantify the GHG reductions potential for the City for the candidate measures using a common methodology as for other cities.

Task 9. QA/QC Reduction Measure Calculations. - ICF will conduct a quality assurance/quality control review of the reduction calculations.

Task 10. Incorporate Colton into Reduction Measure Quantification Summary – ICF will incorporate the city into the overall regional reduction measure quantification summary.

Task 11. Cost Analysis – ICF will include Colton in the cost analysis of reduction measures. Similar to other cities in the regional study, the scaling of costs for the city will be based on uniform cost analysis for the region as a whole and then scaled based on the amount of reductions estimated for the City. This scope does not include customization of the cost analysis using specific local City data.

Task 12. Incorporate Colton into Admin Draft GHG Reduction Plan - ICF will incorporate the city into the overall administrative draft plan.

Task 13. Incorporate Colton into Draft GHG Reduction Plan - ICF will incorporate the city into the overall draft plan.

Task 14. Incorporate Colton into Final GHG Reduction Plan - ICF will incorporate the city into the overall final plan.

Overall Duration: 7.5 months

Attachment A, Part 2

SCOPE OF WORK

Environmental Impact Report, Greenhouse Gas Inventory and Reduction Plan for the City of Colton

Atkins North America, Inc.

Project Approach

While the bulk of the tasks within the following scope of work are typical of the Environmental Impact Report (EIR) process, there are several integral tasks that insure that the participating cities will be able to use the regional GHG reduction plan and associated EIR to their full advantage. These tasks include technical oversight (peer review) of the regional GHG reduction plan to insure that;

1) As a participating City the GHG emissions inventories are limited to those emission sources within the City of Colton's jurisdictional land use authority,
2) That reduction strategies are reasonable and build upon each of the participating cities' including the City of Colton's strengths, and
3) That the EIR for the regional reduction plan provides enough detail to be a foundation to tier and streamline legally defensible California Environmental Quality Act (CEQA) analysis of climate change impacts within the City of Colton as well as the other participating cities.

This requires that the emissions inventories and reduction strategies are detailed enough to provide city specific information on each of the participating cities.

Negotiating with State Agencies, such as South Coast Air Quaility Management District (SCAQMD), California Air Resources Board (CARB) and the Attorney General's Office, is an important in gaining acceptance of the GHG inventories and reduction strategies. The oversight process, both peer review and negotiations, has proved beneficial to San Bernardino County during the drafting of the San Bernardino County GHG emissions inventories and reduction plan process and will benefit the City of Colton as a participating city and SANBAG during this process as well.

Another vital task is the development of CEQA thresholds and a streamlined CEQA analysis methodology for GHG emissions based upon the regional GHG reduction plan EIR. This task will allow the participating cities a consistent method of analysis that is legally defensible, streamlined, and avoids the onerous tiered threshold process drafted by SCAQMD and the CARB.

The following provides details of all the tasks in this scope of work:

TASK 1: Technical Oversight and Peer Review

This task provides technical oversight and peer review of ICF International's work product to insure appropriately assigned GHG emissions inventories, reasonable reduction measures that complements and builds upon the City of Colton's as well as the other participating cities' strengths, transportation related emission inventories and reduction measures with enough detail to be useful in the CEQA streamlining abilities, and insure independent quality assurance and control.

TASK 1A: Meeting with the City of Colton for Strategy Development

This task includes conducting an initial meeting with the City of Colton, SANBAG, and ICF International to discuss the proposed content of the work plan, schedule, budget, and communication protocols. Identify key data providers and discuss scoping issues around the external GHG Reduction Plan.

TASK 1B: Peer Review of the Scoping Issues Paper and Recommendations

Task 1B is part of the overall project, but is already completed for the other participating cities. Atkins does not anticipate additional issues coming up in ICF International's Task 1B work that would require additional effort by Atkins. Therefore, hours and budget are not included, but this task is shown within the scope of work to provide context within the overall project.

Task 1C: Participation in the Finalization of Data Sources and Scoping Issues

Task 1C is also part of the overall project, but is already completed for the other participating cities. Atkins does not anticipate additional issues coming up in ICF International's Task 1C work that would require additional effort by Atkins. Therefore, hours and budget are not included, but this task is shown within the scope of work to provide context within the overall project.

Task 1D: Review of Candidate Measures for the City of Colton External GHG Plan

Atkins will review the list of candidate measures provided by ICF International for the External GHG Plans based upon the appropriate allocation and reasonableness of the candidate measures, and recommend any additional candidate measures that are not on the list.

Task 1E: Review of Local GHG Reduction Strategies for the City of Colton

Atkins will review the City of Colton and regional GHG reduction strategies provided by ICF International. According to ICF international the local and regional GHG reduction strategies will include the following:

1. Water conservation,
2. On Road transportation reductions including
    a. Defining land use strategies
    b. SCAG RTP Transportation scenarios
    c. VMT assessment methodology
    d. Travel Demand Model setup and runes
    e. Emissions calculations based upon the above criteria
3. Good movement
    a. On Road goods movement
    b. Rail
    c. Air freight
    d. Travel Demand Model setup and runes

e. Emissions calculations based upon the above criteria

4. Solid waste reduction
    a. Waste diversion
    b. Landfill gas emissions management
5. Industrial and stationary source reductions
6. Energy efficiency of buildings
7. Renewable energy generation

Atkins will review the list of potential emission sources and reduction strategies for the City of Colton provided by ICF International and make recommendations on the appropriate allocation of emission sources and what sources should be included in the inventories and reduction strategies as Scope 1 or Scope 2 sources attributable to the City of Colton and what sources should only be called out as Scope 3 sources that Colton cannot control. Potential Scope 3 sources include high global warming potential gases in refrigeration and electrical equipment, rail-yard emissions, and electrical generation by entities other than the City of Colton. Atkins will also review the on road transportation components, and make recommendations as appropriate, to provide sufficient detail to provide CEQA streamlining ability. Atkins will review all the reduction strategies for reasonableness and appropriate allocation. Finally, Atkins will recommend any additional reduction strategies that are found to be appropriate but missing from those identified by ICF International.

Task 1F: Review Draft and Final GHG External Inventories for the City of Colton

Atkins will review the GHG baseline external inventories provided by ICF International, which should include all the appropriate emission sources described in Task 1E above. Based upon the review in Task 1E much of the inventory development will have been reviewed and edited as appropriate. This task further refines the emission inventories for the appropriate allocation and reasonableness and will use the same evaluation criteria as defined in Task 1E.

The business as usual scenario will be evaluated based upon reasonable growth projections and General Plan horizon year criteria. Atkins will make recommendations on the business as usual scenario to make it consistent with the City of Colton General Plan. In this way, the regional GHG reduction plan will be consistent with Colton's General Plan.

Task 1G: Review of Draft and Final GHG Reduction Goals and Strategies

Atkins will review the draft and final regional GHG reduction plan provided by ICF International, which should include all the appropriate emission reduction strategies for the City of Colton described in Task 1E above.

Task 2: Act as Liaison and Technical Representative During Consultation with SCAQMD, CARB and/or the Attorney General

Michael Hendrix of Atkins. will attend up to four (4) meetings with the SCAQMD staff at SCAQMD offices in Diamond Bar, and up to four (4) meetings with the CARB or Attorney General's Office to consult with these state agencies to advocate the appropriate scope and adequacy of forthcoming emissions inventories and regional GHG reduction plan. In addition to

meetings, additional consultation will occur through written correspondence and telephone conversations.

Task 3: Environmental Impact Report

Under this task Atkins will provide all aspects of the CEQA process from the notice of Preparation to adoption of the Environmental Impact Report (EIR). Task 3A includes a draft Memorandum of Understanding that documents the cooperation of each of the participating cities including the City of Colton into the joint effort of adopting a regional GHG reduction plan, designates the authority of each participating city as an independent Lead Agency in the adoption of the regional GHG reduction plan and associated EIR, and provides the context of the joint effort and how that joint effort relates to each of the participating cities jurisdictions.

The project description further defines the role of each city in the joint participation of a regional reduction plan and how together the participating cities meet the reduction target designated in the regional reduction plan. The forthcoming project description will further provide details on each of the participating cities' individual emissions inventories, reduction measures and how these individual inventories and measures combine into the regional reduction plan to meet the reduction target.

The EIR will then analyze at a programmatic level the potential impacts the regional reduction plan may generate within the City of Colton. Potential impacts may include localized traffic, air quality, and noise impacts associated with mixed use and transit oriented development designed to reduce VMT and vehicle trips on a regional level. Other potential impacts include historical resources that could be impacted as a result of energy efficiency retrofits. Alternative energy sources such as solar in close proximity to airports will be evaluated for potential safety issues related to reflectivity of photovoltaic cells. Infrastructure needs of alternative energy generation will also be reviewed. Reasonable mitigation measures will be recommended to reduce these potential impacts to less than significant whenever feasible. In many cases, the proposed project will provide environmentally beneficial impacts to water supply, regional air quality, and regional transportation. Environmentally beneficial impacts will be evaluated as well.

The following describes each of the tasks needed to draft, finalize and adopt the EIR:

Task 3A: Draft Memorandum of Understanding (MOU)

Atkins will meet with the City of Colton and SANBAG, to discuss the proposed content and format of a draft MOU that describes the cooperation of the City of Colton with each of the participating cities into the joint effort of adopting a regional GHG reduction plan, designates the authority of the City of Colton as an independent Lead Agency in the adoption of the regional GHG reduction plan and associated EIR, and provides the context of the joint effort and how that joint effort relates to each of the participating cities' jurisdictions.

Based upon the information provided in the meeting, within two weeks, Atkins will draft the MOU as described above and provide the draft to each of the participants in the regional partnership for one round of edits/reviews.

Atkins will then provide to each of the participants in the regional partnership a revised draft MOU based upon the edits necessitated by the City of Colton's participation in this regional effort. The revised draft MOU will be provided within two weeks of receiving one round of edits/comments from all the participants in the regional partnership.

Task 3B: Notice of Preparation

Atkins will prepare and distribute a Notice of Preparation (NOP) to inform the State Clearinghouse, local agencies, and the public (up to 150 parties) that the lead agencies are preparing an EIR for this project. Atkins will work with the lead agencies to develop the distribution list. State agencies will be informed through the State Clearinghouse. The NOP will be released once the lead agencies believe that it accurately describes the proposed project.

List of Products:

- Provide one (1) electronic copy of the NOP for internal review prior to publication.
- Provide up to seventy-five (150) copies of the NOP for public distribution to the list of recipients provided by the lead agencies.
- Mail fifteen (15) copies of the NOP to the State Clearinghouse.
- Mail remaining copies to list of recipients provided by the lead agencies.

Task 3C: Administrative Draft EIR

Atkins will prepare an Administrative Draft EIR (ADEIR) document based on the current CEQA Guidelines and the lead agencies' specific directions. The document will include an Introduction that will present the purpose and intent of the EIR, including the overall environmental review process. Effects found to be not significant will be specifically listed. The project sponsors and contact persons will be identified. It will also include an Executive Summary, which is a brief synopsis of the major findings of the EIR.

One of the fundamental components of the EIR will be comprehensive description of the project. The project description defines the role of each city in the joint participation of a regional reduction plan and how together the participating cities meet the reduction target designated in the regional reduction plan. It is important to provide a clear understanding of the regional partnership. The forthcoming project description will further provide details on each of the participating cities' individual emissions inventories, reduction measures and how these individual inventories and measures combine into the regional reduction plan to meet the reduction target.

Atkins will document baseline conditions, conduct impact evaluations, and formulate mitigation measures for any potentially significant impacts that may be identified. The emphasis will be on the identification of significant impacts that would result from project implementation. Impact significance will be determined by defining the changes to the environmental baseline that would result from project implementation and comparing that changed environmental condition to a standard or threshold of significance. Impacts will be evaluated in proportion to their severity and probability of occurrence. Thresholds of significance will be based on any such standards that have been officially adopted by the lead agency or other public agencies with primary authority relative to the impact in question, and/or those thresholds set forth in the current State CEQA Guidelines.

Where impacts are found to be significant, Atkins will develop measures to mitigate such effects to below a level of significance, if feasible. All recommended mitigation measures will be defined to represent a close nexus between the measure and a legitimate governmental interest, and will be directly proportional to the level of impact resulting from the project.

The following sections outline the Atkins approach to the analysis of each particular environmental impact topic that may be addressed in the EIR. The topics listed below are not presented in order of importance but alphabetically as they would be discussed in the document.

Agricultural Resources. Atkins will evaluate on a programmatic level the regional reduction plans impacts, if any, on agricultural resources. It is anticipated that the regional reduction plan will have no impacts on agricultural resources.

Aesthetics. This section will describe and evaluate on a programmatic level the overall visual character of specific reduction measures including the placement of photovoltaic solar cells, wind turbines, and any potential aesthetic impacts associated with retrofitting existing buildings. Programmatic mitigation measures will be recommended to reduce impacts to less than significant whenever feasible.

Air Quality. Atkins will describe how the project will reduce criteria air pollutants on a regional level, but may impose localized impacts due to particular reduction strategies. Reduction strategies associated with land use such as mixed use and transit oriented development may reduce VMT and vehicle trips on a regional level, but increase air pollutants in the immediate vicinity of these types of land uses. Atkins will evaluate on a programmatic level potential localized air quality impacts generated by specific GHG reduction strategies using the methodologies established by SCAQMD in their latest CEQA guidelines. Atkins will compare estimated emissions to district thresholds to determine if construction or operation activities of the project will exceed local significance criteria. Atkins will recommend programmatic mitigation measures as appropriate to reduce localized impacts to the greatest extent feasible.

Atkins will also describe the project's potential reduction in GHG emissions and the benefit of reducing the region's incremental contribution to global climate change.

Biological Resources. Atkins will provide an analysis of the project's impacts on biological resources associated with renewable energy projects on vacant lands in areas with potential to contain vital habitat or migration corridors. Programmatic mitigation measures will be recommended to reduce impacts to less than significant whenever feasible.

Cultural Resources. Energy efficiency retrofits of historic buildings have the potential to degrade the historic integrity of the buildings. Atkins will evaluate on programmatic level potential impacts and recommend mitigation to reduce any identified impacts to less than significant.

Geology and Soils. Atkins will use fault zone maps, soil maps and earth-related conditions identified in General Plans to identify areas of regional and local faults, liquefaction, subsidence, compaction, shrink/swell, etc. for renewable energy projects to avoid. Atkins will also use soils

information from the federal Natural Resources Conservation Service as necessary to complete this work.

Hazards and Hazardous Materials. Atkins will evaluate the potential of photovoltaic cells placed on roofs along the designated flight paths and within the safety zones of airports to reflect light and create a safety hazard to air traffic. Atkins will recommend mitigation to reduce any identified impacts to less than significant.

Hydrology and Water Quality. Atkins will evaluate on a programmatic level the regional reduction plans impacts, on water resources and water quality. It is anticipated that the regional reduction plan will have beneficial environmental impacts on water resources through reduction measures that provide water conservation.

Land Use and Planning. Atkins will evaluate the project's consistency with the City of Colton's General plan and zoning requirements. Atkins will examine the project relative to all of its proposed land use approvals.

Mineral Resources. Atkins will evaluate on a programmatic level the regional reduction plans impacts, if any, on mineral resources. It is anticipated that the regional reduction plan's only impact to mineral resources is the reduced demand for aggregate associated with reduction measures that recycle construction and demolition debris to be used as building materials.

Noise. Localized noise impacts associated with placing noise sources in close proximity to noise sensitive land uses as a result of increased mixed use and transit oriented development will be evaluated on a programmatic level and mitigation measures recommended to reduce impacts to less than significant.

Population and Housing. Atkins will evaluate the project's potential impacts to local and regional population and housing resources.

Public Services. Atkins will work with the lead agencies staff as appropriate to evaluate direct and indirect impacts of the reduction measures in the regional reduction plan on existing or planned public services (e.g., police, fire, etc.).

Recreation. Atkins will evaluate on a programmatic level the regional reduction plans impacts, if any, on recreational resources. It is anticipated that the regional reduction plan will have no impacts on recreation.

Transportation and Circulation. Atkins will use the data from the Traffic Modeling prepared by ICF International as part of Task 4.2 in their scope of work to evaluate regional traffic impacts. Atkins will provide localized analysis of potential impacts to Level of Service (LOS) in close proximity to transit oriented development. The EIR analysis will weigh the regional benefits of reduced vehicle trips and VMT associated with transit oriented development with the localized impacts to LOS in the immediate vicinity of these sites.

Utilities and Service Systems. Atkins will evaluate on a programmatic level the potential impacts to utility infrastructure associated with increased renewable energy generation and the placement of renewable energy projects. Atkins will recommend mitigation measures to reduce

potential impacts to utility infrastructure. Atkins will also evaluate potential impacts, if any, on the existing water conveyance infrastructure associated with water conservation reduction measures.

Project Alternatives. Based on any potential impacts identified for the project, or alternative project scenarios to be considered by the lead agencies, Atkins will develop appropriate alternatives to reduce or eliminate significant impacts. Atkins will evaluate up to three alternatives, including a no-project alternative.

Mandatory Findings of Significance. Atkns will summarize the results of the environmental analyses to determine if any direct or indirect impacts of the project will cause significant harm to natural or man-made resources, consistent with the latest requirements of CEQA.

Cumulative Impacts. Atkins will work in conjunction with lead agencies staff to develop a cumulative projects list. Atkins will also use the most recent changes in CEQA to analyze potential cumulative impacts associated with the regional reduction plan. Atkins will also examine potential growth-inducing impacts of the project.

List of Products:

- Provide up to three (3) printed and bound copies of the ADEIR to each participating city and SANBAG, an electronic copy of the ADEIR. We assume two iterations of the ADEIR before the document is approved for public distribution.

Task 3D: Draft EIR Ready for Public Distribution

Following receipt of lead agencies' comments on the Administrative Draft EIR, Atkins staff will revise the document to produce a Draft EIR document suitable for circulation and 45-day public review. Atkins assumes a maximum of two review cycles with compiled comments to convert the administrative document to a draft document suitable for circulation. Additional review cycles will require an adjustment to the contract.

The Notice of Completion (NOC) for the Draft EIR will be filed with the State Clearinghouse with the Draft EIR. The Notice of Availability (NOA) of the Draft EIR will be sent via first class mail (with proof of receipt) to agencies and other parties to notify them that the Draft EIR is available for review.

Atkins will provide 150 printed copies of the Draft EIR for public distribution, including appendices on CD. Atkins will distribute the Draft EIR to the State Clearinghouse, and up to 40 local public agencies. Additional copies will be made available at the offices of each of the lead agencies. The use of electronic versions of the document on CDs for all or portions of the EIR can reduce the direct expenses associated with this project. Atkins will work with the lead agencies to evaluate the appropriateness of electronic distribution for use on this project.

List of Products:

- Provide up to a total of 150 printed and bound copies of the Draft EIR and NOA. Technical appendices will be provided on CD-ROM in a pocket at the back of each document. Fewer copies may be required to be printed if demand is limited.

- Provide one (1) electronic copy of the Draft EIR and technical appendices to each of the lead agencies.
- Mail 15 copies of the Draft EIR and NOC to the State Clearinghouse via overnight delivery.
- Mail copies of the Draft EIR to identified recipients using a list provided by the lead agency. Mailing will be via first class mail with proof of delivery unless directed otherwise.
- Mail copies of the NOA to identified recipients using a list provided by the lead agency. Mailing will be via first class mail with proof of delivery unless directed otherwise.

Task 3E: Final EIR

Atkins will prepare a Response to Comments document that will include responses to substantive issues raised on the Draft EIR, and include annotated comment letters. Up to 86 hours of professional staff time have been budgeted for this task.

Overly voluminous or detailed comments may require additional time and a contract amendment.

Atkins will submit a screencheck final EIR that will include Response to Comments and descriptions of any revised material from those found in the DEIR for internal review by each of the lead agencies. Upon receipt of lead agencies' comments, Atkins will revise the Final EIR document and distribute to commenting agencies.

List of Products:

- Provide an electronic copy of the screencheck Final EIR document to each of the participating cities, SANBAG, and the County for internal review.
- Provide up to 70 printed and bound copies of the Final EIR. Distribute necessary copies to recipients via first class mail using a list provided by the lead agency.

Task 3F: Findings of Fact and Statements of Overriding Consideration

Atkins will prepare the written findings for each significant effect identified in the EIR, pursuant to Section 15091 of the State CEQA Guidelines, and the Statement of Overriding Considerations (SOC), pursuant to Section 15093 of the State CEQA Guidelines. The lead agency may provide the format for this document, or defer to Atkins as to format. Atkins will prepare draft findings for each significant effect identified in the EIR and prepare an SOC if unavoidable significant impacts occur. As required by the State CEQA Guidelines, one of three findings must be made for each significant effect and must be supported by substantial evidence in the record. The SOC will rely on input from the lead agency and the project applicant regarding the benefits of the project. The Draft Environmental Findings will be submitted for internal review. Upon receipt of lead agency and applicant comments, the Draft Environmental Findings will be revised and resubmitted by email for lead agency use in considering the project. Up to 86 hours of professional staff time have been budgeted for this task. Extensive revisions that require additional time may result in the need for a contract amendment.

List of Products:

- Provide each of the lead agencies up to three (3) copies of the final Findings of Fact and Statement of Overriding Considerations and one (1) electronic copy for staff use.

Task 3G: Notice of Determination

The Notice of Determination (NOD) will be filed in person with the San Bernardino County Clerk of the Board within three business days of project approval. The lead agencies will provide the funds necessary for the CDFG filing fees at the time of the filing of the NOD. Following filing with the Clerk of the Board, the NOD will be sent via overnight mail to the State Clearinghouse for posting.

List of Products:

- Provide copies of the NOD for signature by each of the lead agencies. One copy will be filed with the County Clerk and the other will be sent to the State Clearinghouse via overnight delivery. The NOD's will be appropriately filed within 48 hours of project approval. The applicant and/or the lead agency are responsible for all filing fees (CDFG fee, County processing fee). A check for these fees must be made available to Atkins at the time of project approval to avoid filing delays.

Task 3H: GHG Significance Thresholds and CEQA Streamlining Methodology

Atkins will provide CEQA Thresholds for climate change impacts based upon the regional GHG reduction plan and the Draft and Final EIR. The CEQA thresholds document will discuss the method for tiering CEQA analysis of future development projects by each of the lead agencies using the GHG emission inventories and reduction strategies. This tiering process affords a consistent, legally defensible way of streamlining future CEQA analysis of climate change impacts for individual projects.

List of Products:

- Provide each lead agency up to three (3) printed and bound copies and one (1) electronic copy of the GHG Significance Thresholds and CEQA Streamlining Methodology document.

Attachment "B"

Estimate of Costs

ICF Jones and Stokes:	$27,125
Atkins:	$11,260
Total:	$38,385

Governments SANBAG Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 9

Date: July 11, 2012

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

Recommendation:* 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 for 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.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1207a-cc

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 was reviewed and unanimously recommended for approval by the Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this agenda item and IFB as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 10

Date: July 11, 2012

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

Recommendation:* 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, in conjunction with the City of San Bernardino, has obtained environmental clearance and has made good progress on completing the plans, specifications,

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1207d-ds

Attachments: C12241; RFP12240

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 Santa 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 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 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 was reviewed and unanimously recommended for approval by the Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item, Cooperative Agreement, and RFP as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1207d-ds
Attachments: C12241; RFP12240

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12241 Amendment No. _____

By and Between

City of San Bernardino and San Bernardino County Transportation Authority

Contract Description Construction Cooperative Agreement for the Palm Avenue Grade Sep Project

Board of Director's Meeting Date: 7/11/12

Overview of BOD Action: Approve cooperative agreement with the City of San Bernardino for roles and responsibilities and funding on the Palm Ave Grade Separation project.

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

CONTRACT OVERVIEW

Original Contract Amount	$	2,219,200	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	2,219,200	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	2,219,200

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
7/11/12	12/31/17	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No 0874for FY 12/13 is $1,001,844.

☐ A Budget Amendment is required. Balance will be for future years.

How are we funding current FY?

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

Provide Brief Overview of the ***Overall*** *Funding for the duration of the Contract:*

There are no funds being exchanged under this cooperative agreement

☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Garry Cohoe	Garry Cohoe	6/12/12
Task Manager (Print Name)	Signature	Date
DENNIS JAYLOR	Dennis Taylor	6/7/12
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY PEREZ	Kathleen Murphy Perez	6/7/12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWA RSM		6/12
Chief Financial Officer Signature (Print Name)	Signature	Date

pm 6/12/12

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

By: _____
Janice Rutherford, President
Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

Date: June 22, 2012

CONCURRENCE:

By: _____
for Kathleen Murphy-Perez
AUTHORITY Contracts Manager

CITY OF SAN BERNARDINO

By: _____
Andrea Travis-Miller
Acting City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
James F. Penman
City Attorney

Date: _____

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

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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.

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 or 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 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.

Governments SANBAG Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 11

Date: July 11, 2012

Subject: Construction Zone Enhanced Enforcement Program

Recommendation:* 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 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
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1207b-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 this service, 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.

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 was reviewed and unanimously recommended for approval 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 and Contract as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1207b-mb
Attachment: C13003

Governments SANBAG Working Together

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:** Apporve county wide COZEEP contract with CHP
Is this a Sole-Source procurement? ☒ **Yes** ☐ **No**

CONTRACT OVERVIEW					
Original Contract Amount	$	3,000,000	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
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	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
7/11/12	8/1/2015	
Has the contract term been amended? ☒ No ☐ Yes - please explain.		

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0838, 0841, 0824, 0824, 0862, 0842, 0888, 0890.

☐ A Budget Amendment is required.

How are we funding current FY? Measure I and as identified in C09085,PO4000824, PO4000812

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

Provide Brief Overview of the ***Overall*** *Funding for the duration of the Contract:*

A gobal 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. Curremntly there are three contracts whicjh will be terminated once this global contract is approved.

☒ Payable ☐ Receivable

mm 6/11

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Mike Barnum Task Manager (Print Name)		6/6/12 Date
Garry Cohen Project Manager (Print Name)		6/6/12 Date
KATHLEEN MURPHY PEREZ Contracts Manager (Print Name)		6/7/12 Date
WILLIAM STAWARSKI Chief Financial Officer Signature (Print Name)		6/7/12 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 less 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

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 12

Date: July 11, 2012

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

Recommendation*

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.

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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1207a-pm
Attachment: RFP C13012

2013. Awarding the CM contract in October 2012 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 was reviewed and unanimously recommended for approval by the SANBAG Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and RFP as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1207a-pm
Attachment: RFP C13012

ATTACHMENT A
SCOPE OF SERVICES

CONTRACT NO: C13012

San Bernardino Associated Governments

Laurel Street Grade Separation Project

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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 or 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.

Governments SANBAG Working Together

San Bernardino Associated Governments
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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 13

Date: July 11, 2012

Subject: Glen Helen Railroad Grade Separation Construction Cooperative Agreement

Recommendation:* 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 direction from the Board at the February 2012 SANBAG meeting to provide a

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1207c-ds
Attachment: C12229

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 was reviewed and unanimously recommended for approval by the Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved this item and Cooperative Agreement as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1207c-ds
Attachment: C12229

Governments SANBAG Working Together

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? ☐ **Yes** ☐ **No**

CONTRACT OVERVIEW

Original Contract Amount	$	5,632,670.00	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	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	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
7/11/12	6/30/16	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 869.

☐ A Budget Amendment is required.

How are we funding current FY? Measure I 2010-2040 Valley Major Street Bond Fund

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

Provide Brief Overview of the ***Overall*** *Funding for the duration of the Contract:*

SANBAG's public share reimbursement contribution will use Meas. I 2010-2040 Valley Major Street Bond

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

mw 6/12/12

Garry Cohoe		6/12/12
Task Manager (Print Name)	Signature	Date
DENNIS SAYLOR		6/7/12
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY PEREZ		6/7/12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI		6/13/12
Chief Financial Officer Signature (Print Name)	Signature	Date

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

By: _____
Janice Rutherford
President, Board of Directors

Date: _____

COUNTY OF SAN BERNARDINO

By: _____
Josie Gonzales
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Kathleen Murphy Perez
Authority Contracts Manager

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Scott Runyan
Deputy County Counsel

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.

Governments SANBAG Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 14

Date: July 11, 2012

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

Recommendation:* 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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1207b-ds
Attachment: C10227-01

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 was reviewed and unanimously recommended for approval by the Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved this item and Cooperative Agreement amendment as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1207b-ds
Attachment: C10227-01

Governments SANBAG Working Together

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 *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	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	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
5/12/10	12/31/12	**12/31/13**

Has the contract term been amended? ☐ No ☒ 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

☒ Budget authority for this contract currently exists in Task No. 869.
☐ A Budget Amendment is required.
How are we funding current FY? Measure I 2010-2040 Valley Major Street Bond Fund

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
SANBAG's public share reimbursement contribution will use Meas. I 2010-2040 Valley Major Street Bond
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Garry Cohen	Garry Cohen	6/12/12
Task Manager (Print Name)	Signature	Date
DENNIS TAYLOR	Dennis Taylor	6/7/12
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY PEREZ	Kathleen Murphy Perez	6/7/12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARS/12		6/5/12
Chief Financial Officer Signature (Print Name)	Signature	Date

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

►_____
Josie Gonzales, Chair, Board of Supervisors

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

By _____
Deputy

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By ►_____
Janice Rutherford, President
Board of Directors

Date:_____

APPROVED AS TO FORM:
By: _____
Eileen Monaghan Teichert
General Counsel

Date: June 22, 2012

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

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 15

Date: July 11, 2012

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

Recommendation:* 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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1207g-das

Attachments: BRD1207g1-das; BRD1207g2-das

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 in the next two months. 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

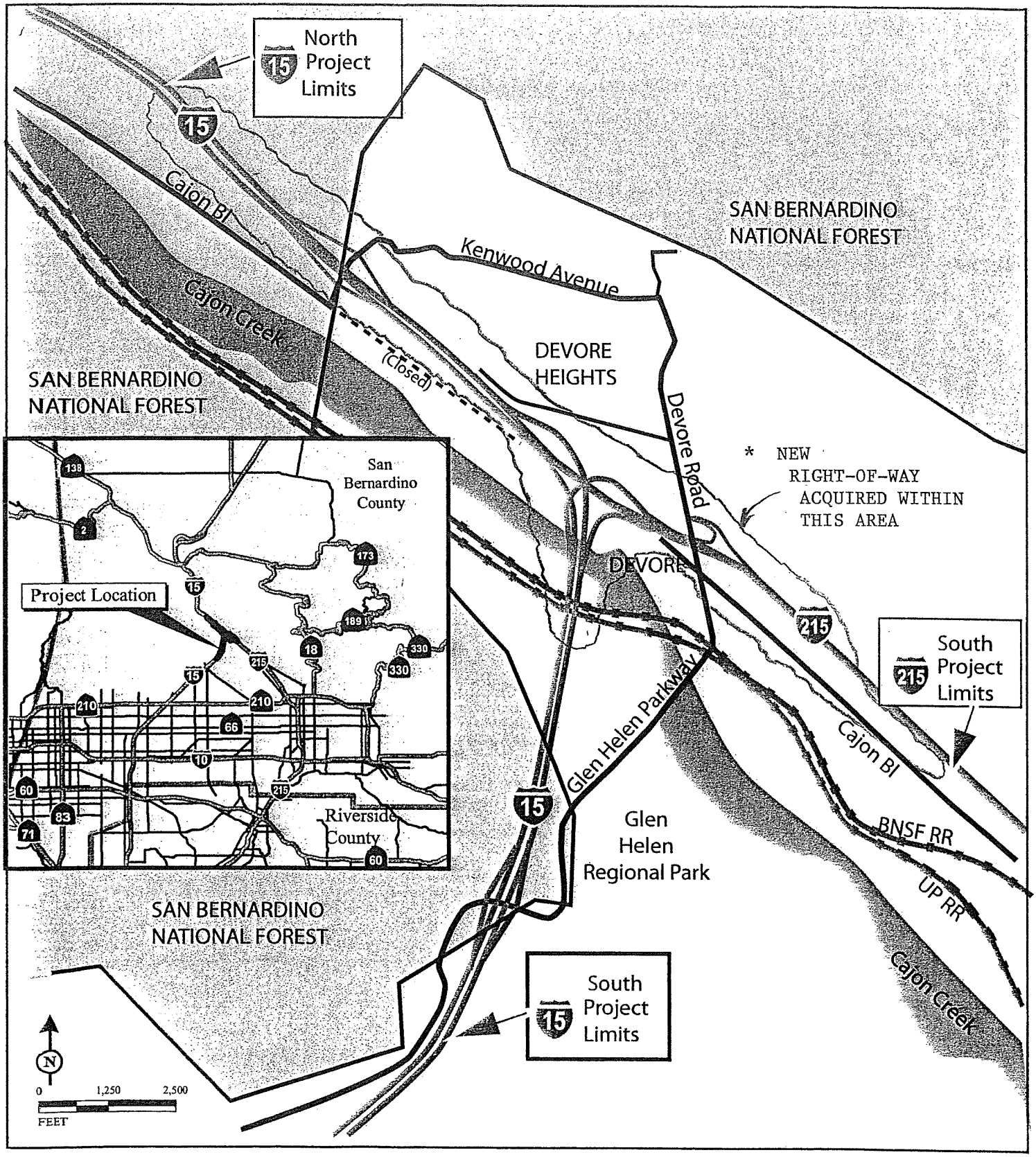
Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain Desert Committee on June 15, 2012, and the Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved this item as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1207g-das
Attachments: BRD1207g1-das; BRD1207g2-das

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

Map Source: LSA

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
_____
_____
Attention: _____
("**Escrow Holder**")

Escrow No: _____

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

Project, the value of any improvements located on the Property, severance of the Property from the Original Parcel, any claims of rental or leasehold value, any and all claims in inverse condemnation and for precondemnation damages, and any and all other claim that Seller may have, whether or not specifically mentioned here, relating directly or indirectly to the acquisition by Buyer of the Property. Seller and Buyer, and each and all of their agents, representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release the other party, and each of them, from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitations those relating to just compensation, damages which any of them now have, or might hereafter have by reason of any matter or thing arising out or in any way relating to acquisition of the Property by Buyer .

11. CONSTRUCTION AND CURATIVE WORK AND OTHER SPECIAL PROVISIONS. Because Buyer is acquiring only a portion of the Original Parcel, some repair and reconstruction may be necessary in order to remedy damages resulting from severance of the Property from the Original Parcel. Provisions relating to such matters as well as other special provisions (if any) relating to this transaction, are set forth in Exhibit "E"(the easement are "D") attached hereto.(would only apply in limited circumstances)

12. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, its authorized agents or contractors, the right to enter upon the Property to make necessary and reasonable inspections. RENTAL AND LEASEHOLD INTEREST. Seller warrants that there are no third parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers, or invitees, and that there are no oral or written recorded or UNRECORDED LEASES OR OTHER AGreements concerning all or any portion of the Property exceeding a period of one month. Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses occasioned by reason of any lease of the Property held by any tenant of Seller for a period exceeding one month, EXCEPT: None.

13. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

(a) To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

(b) To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements on the Property encroach on other properties.

(c) Until the Closing, Seller shall not do anything which would impair Seller's title to the Property.

(d) Until the Closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Agreement not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

(e) Seller, at the time of execution of this Agreement, is the lawful owner of and has good title to the Property and is authorized to enter into and perform this Agreement.

14. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property has used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from,

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 if 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.

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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

By: _____

Dated:_____

BRD1207g2-das

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

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.

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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]

Governments SANBAG Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 16

Date: July 11, 2012

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

Recommendation:* 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.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1207a-pb

Attachments: C12242, C12243, and C12244

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 (11) 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.

BRD1207a-pb
Attachments: C12242, C12243, and C12244

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 Interstate10 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 five-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 was reviewed and unanimously recommended for approval by the Major Projects Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and contracts as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1207a-pb
Attachments: C12242, C12243, and C12244

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 *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	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	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
07/11/12	6/30/17	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. Various Major Projects.
☐ A Budget Amendment is required.
How are we funding current FY?

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

☒ Payable ☐ Receivable

MM 6/15/12

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Task Manager (Print Name)	Signature	Date
Project Manager (Print Name)	Signature	Date
Contracts Manager (Print Name)	Signature	Date
Chief Financial Officer Signature (Print Name)	Signature	Date

Garry Cohoe 6/14/12

Paula Beauchamp 6/14/12

Jeffery Hill 6/15/12

WILLIAM STAWARSKI 6/6

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 nest 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 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'

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/Enviromental 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	TBD
Anticipated Salary Increases		Per contract
Total Direct Labor Costs		TBD (1)

II. INDIRECT COSTS

INDIRECT RATE 164.00 % x $ TBD (Subtotal (1)) = Subtotal TBD (2)

III. FEE (PROFIT)

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

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 - Agircultural Improved Full-take	$1,500-$2,500
Partial Acquisition Requires Additional Fees	
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 nest 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 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'

HDR Engineering, Inc

San Bernardino Associated Governments (SANBAG)

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

Right of Way

C12243

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Principal	$0.00	0	
ROW Manager	$66.96	0	
Environmental Services Manager	$62.80	0	
ROW Project Manager	$46.06	0	
Sr. ROW Agent	$41.70	0	
SR. ROW Agent Relocation	$40.87	0	
Right of Way Agent III	33.66 to 37.50	0	
Right of Way Agent II	30.03 to 30.41	0	
Right of Way Agent I	$26.78	0	
QA/QC Manager	$58.56	0	
Appraisal Manager	$33.66	0	
Property Manager	$30.41	0	
ROW Technician	$26.78	0	
GIS Technician	$40.96	0	
Project Controller	$35.00	0	
Database Technician	$18.00	0	
Project Engineer	$0.00	0	
	Subtotal Hours & Direct Labor Costs	0	TBD
	Anticipated Salary Increases		Per Contract
	Total Direct Labor Costs		TBD (1)

II. INDIRECT COSTS

INDIRECT RATE 163.04 % x $ TBD (Subtotal (1)) = Subtotal TBD (2)

III. FEE (PROFIT)

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

IV. OTHER DIRECT COSTS

Item	Amount
Business FF& E Appraisal	
Small Businees Professional	$1,500 - $3,000
Medium Sized Businesses	$3,000 - $6,000
Large Businesses	$6,000 - and up
Business Goodwill Appraisal	$3,500 - $8,000
Real Estate Appraisal & Appraisal Review	
Industrial Appraisal	$3,500 - $20,000
Commercial Appraisal	$3,500 - $20,000
Residential Appraisal	$3,000 - $10,000
Vacant Land Appraisal	$1,750 - $10,000
TCE Appraisal	$1,500 - $10,000
Easement Appraisal	$1,500 - $10,000
Agricultural Appraisal	$4,000 - $20,000
Appraisal Review	$500 - $5,000
Title and Escrow Services	
Preliminary Title Reports	$500 - $850
Litigation Guarantees	$350 - and up
Escrow Fees	$600 - $2,300
Survey and Right of Way Engineering	
Field Survey - Stake PL	$2,600 - $10,000
Field Survey - Stake TCE	$2,600 - $10,000
Legal Description Revisions TCE	$1,200 - $2,400
Legal Description Revisions R/W	$1,200 - $2,400

Subtotal $ TBD (4)

V. SUBCONSULTANTS COST

Coast Surveying, Inc
Donna Desmond Assoicates
Enkay Engineering & Equipment Co. Inc.
Guardian Fence, Inc
Hodges Lacey & Associates
Elizabeth M. Kiley, Inc.
Lawyers Title
Pacific Environmental
Psomas
Real Estate Consulting & Services, Inc
Riggs & Riggs, Inc.

Subtotal $ TBD (5)

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: 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 nest 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 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 (1)) = Subtotal TBD (2)

III. FEE (PROFIT)

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

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
Apraisal Services	fixed price

Subtotal $ TBD (4)

V. SUBCONSULTANTS COST

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

Subtotal $ TBD (5)

VI. TOTAL AMOUNT

TBD (Total 1-5)

Governments SANBAG Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 17

Date: July 11, 2012

Subject: Award Contract No. C12194 for Financial and Compliance Auditing Services for Transit Providers

Recommendation:* Award Contract No. C12194 to Vavrinek, Trine, Day & Company, LLP in an amount not-to-exceed $651,750 for Financial and Compliance Auditing Services for Transit Providers for a three year period with two one year option extensions.

Background: On March 2, 2011 the SANBAG Board approved the release of RFP 11137 for Compliance and Fiscal auditing of all Transportation Development Act (TDA) claimants, Prop 1B Public Transportation Modernization Improvements and Service Enhancement Account Program (PTMISEA) recipients and Measure I Pass-Through recipients. After the RFP was advertised, staff received only one proposal in response to the RFP and after subsequent review staff determined the response to be non-responsive. Staff then determined to cancel the RFP and to interview firms that had initially expressed interest in the RFP in an attempt to ascertain the reason for not proposing. Universally, the answer provided to SANBAG was that the scope, as originally packaged, was too large. As a result, staff split the Scope of Service into two separate projects, one for financial and compliance audits for transit providers and one for financial and compliance audits for jurisdictions.

On March 7, 2012, the SANBAG Board authorized the release RFP C12194 for Financial and Compliance Auditing Services for Transit Providers. The RFP was

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1207a-mmm
Attachments: C12194

advertised on SANBAG's website and staff sent notification by email to 35 firms, some of which were obtained from sister agencies.

On April 11, 2012, one proposal was received by Vavrinek, Trine, Day & Company, LLP. Pursuant to the Contracting and Procurement Policy 11000, the proposal was evaluated by an evaluation committee consisting of three SANBAG staff members. The proposal evaluation criteria had four key components 1) Qualification, related experience and References 2) Proposed staffing and project organization 3) Work Plan; and 4) Fee proposal. The proposal evaluation scores ranged from 75 points (above average) to 80 points (outstanding). Although one proposal was received, staff determined that Vavrinek, Trine, Day & Company, LLP was qualified to perform theses audits. Vavrinek, Trine, Day & Company LLP has performed numerous audits for SANBAG over the last several years. SANBAG staff responsible for administering the audits have been satisfied by the quality of work. Staff also canvassed firms who were on SANBAG's vendor list to determine the reason why they did not submit a proposal. The firms indicated that they did not have the depth of resources to respond to this RFP; and that current work load prevented them from adequately responding.

On May 7, 2012, staff met with Vavrinek, Trine, Day & Company to review their price proposal and scope of effort. Based on these discussions, staff successfully negotiated a lower fee by 23% than what was provided in their proposal. The contract is subject to two one-year option extensions.

SANBAG solicited the audit proposals under its responsibility as the San Bernardino County Transportation Commission (CTC). As the CTC, SANBAG is responsible for auditing all claimants to whom it allocates funds in accordance with the California Transportation Development Act (TDA), Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) and California Transit Security Grant Program – California Transit Assistance Funds (CTSGP-CTAF) programs.

Additionally, SANBAG acting, as the San Bernardino County Transportation Authority (CTA) must also audit local jurisdictions that receive direct pass-through funds from Measure I and submit an annual certification of compliance pursuant to San Bernardino County Transportation Authority Ordinance 04-01, and accompanying Measure I Policies. The scope of service included in the RFP will enable SANBAG to fulfill both its responsibilities as the San Bernardino County Transportation Commission and Transportation Authority.

BRD1207a-mmm
Attachments: C12194,

Financial Impact: This item is consistent with the FY 2012/2013 budget Total contract funding; task 0502 Local Transportation Fund Administration for $189,938, task 0504 Measure I Valley Administration for $37,987.50 and task 0504 Measure I Mountain Desert Administration for $25,325.00.

Reviewed By: This Item was unanimously recommended for approval by the Commuter Rail and Transit Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved the contract as to form.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

BRD1207a-mmm
Attachments: C12194,

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12194 Amendment No. _____

By and Between

San Bernardnio Associated Governments and Vavrinek, Trine, Day and Co., LLP

Contract Description Financial and Compliance Auditing Services for Transit Providers

Board of Director's Meeting Date: July 11, 2012

Overview of BOD Action: 1. Award Contract No. C12194 to Vavrinek, Trine, Day & Company, LLP in an amount not-to-exceed $651,750 for Financial and Compliance Auditing Services for Transit Providers for a three year period with two one year option extensions.

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

CONTRACT OVERVIEW

Original Contract Amount	$	651,750	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	651,750	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	651,750

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
7/11/12	1/31/15	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0502 &0504

☐ A Budget Amendment is required.

How are we funding current FY?

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

LTF Admin, MSI Valley Admin, MSI Mt.Desert Admin

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☒ Retention? If yes, indicate % 10.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Mitch A. Alderman	M.A. Alderman	6/12/12
Task Manager (Print Name)	Signature	Date
Monica Morales	Monica Morales	6.12.12
Project Manager (Print Name)	Signature	Date
for Jeffery Hill		6/13/12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKE		6/12
Chief Financial Officer Signature (Print Name)	Signature	Date

ATTACHMENT A

"SCOPE OF SERVICES FOR TRANSIT PROVIDERS"

GENERAL

San Bernardino Associated Governments (SANBAG) is requesting proposals from qualified certified public accounting firms to audit it's Transit Providers (Exhibit A) for the Fiscal Years ending June 30, 2012, 2013, and 2014, with the option of performing such services for two (2) additional one-year terms. SANBAG requires an audit of Transit Providers Comprehensive Annual Financial Report in accordance with generally accepted accounting principles and the governmental auditing standards as promulgated by the Comptroller General of the United States. The cost proposal shall present all inclusive audit fees for each year of the contract term and the two one-year options.

AUDITING STANDARDS TO BE FOLLOWED

The audit shall be performed so as to satisfy the audit requirements in accordance with the most current version of each of the following standards and guidelines:

- The standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards*
- The provision of the federal Single Audit Act of 1984, the Single Audit Act Amendments of 1996, the U.S Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations,* as applicable;
- OMB's Compliance supplement titled *Uniform requirements for Grants to State and Local Government*
- San Bernardino County Transportation Authority Ordinance 04-01, *San Bernardino Valley Subarea Expenditure Plan* (Section F and H), *Mountain Desert Expenditure Plan* (Section C and E)
- Transportation Development Act Regulations. CA Code Section 6664 discusses the fiscal and compliance audits of all claimants. Section 6666 provides the compliance audit tasks for non-transit claimants, and Section 6667 provides the compliance audit tasks for transit claimants.
- Proposition 1B Compliance Requirements. Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) funds received through Caltrans
- California Transit Security Grant Program – California Transit Assistance Funds (CTSGP-CTAF) funds received through CalEMA

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

VAVRINEK, TRINE, DAY & COMPANY, LLP

By: _____

Name
Title

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____

Janice Rutherford
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____

Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____

Jeffery Hill
Contracts Administrator

REQUIRED REPORTS TO SANBAG

Following the completion of the audit of the fiscal year's financial statement, the Auditor shall issue the following reports and letters:

1. Independent Auditor's Report on Comprehensive Annual Financial Report (CAFR) or Basic Financial statements;
2. Independent Auditor's Single Audit Report (if applicable)
3. Local Transportation Fund (LTF) Financial and Compliance Report
4. State Transit Assistance Fund (STAF) Financial and Compliance Report
5. Report on applying agreed upon procedures for Appropriations limit calculation
6. Audit Committee Letter
7. Management Letter (if required)
8. Preparation of the State Controllers Report (Due prior to September 30th)
9. PTMISEA fund disclosure in the Independent Auditor's Report on Comprehensive Annual Financial Report or Basic Financial Statements
10. California Transit Security Grant Program fund disclosure in the Independent Auditor's Report on Comprehensive Annual Financial Report or Basic Financial Statements

Provide two (2) copies of the "Draft" Audit Report. One for each claimant on or before November 30 of each audit year. One for SANBAG.

Final Audit Report: Provide four (4) copies of each "Final" Audit Report on or before December 30th of each audit year.

- One copy of the report for each claimant
- One copy of the report for SANBAG
- One copy for the San Bernardino County Internal Audits Division
- Once copy for the State Controller's Office

Final Federal Single Audit Report: Provide three (3) copies of each "Final" audit report on or before March 15th of each audit year.

- One copy of the report for each claimant
- One copy of the report for SANBAG
- Once copy for the San Bernardino County Internal Audits Division

Also include up to 20 copies of the "Final" for each claimants Board of Directors.

Additional Considerations

- **Working Papers:** All working papers shall be retained by the auditor for a minimum of four (4) years after the conclusion of the engagement unless authorized to do otherwise in

writing by SANBAG. The audits may be subject to review by state and federal agencies. Accordingly, the working papers shall be made available upon request.

- **Audit Schedule:** The work to be performed shall be arranged with the individual recipients after the conclusion of a planning meeting with the Commission and the Commission's issuance of audit notification letters to each jurisdiction recipients.
- **Audit Timelines:** Effective for the first year of the contract the contractor's timelines are extended for 90 days. Thereafter, the specified timelines can be extended for up to an additional 90 days, with approval of SANBAG, depending upon the condition of each jurisdiction supporting data/documentation and the cooperation of each jurisdictions management throughout the audit process.
- **Audit Plan:** Planning, Risk Assessment, Preparation of the overall audit plan, conducting the interim audit, conducting the final audit, reporting. Details as laid out in the proposal.

Exhibit A

Transit Providers

Agency
Barstow, City of
Omnitrans
Morongo Basin Transit Authority (MBTA)
Mountain Area Regional Transit Authority (MARTA)
Needles, City of
Valley Transportation Services (Vtrans)
Victor Valley Transit Authority (VVTA)

ATTACHMENT B

Fee Schedule

Escalation increase for years four and five: Escalation for years four and five shall be based on the Employment Cost Index for the Bureau of Labor Statistics for the United State Department of Labor for Management, Professional, and related "White-collar Occupations" as noted in Attachment "B". In no event shall the escalation factor exceed 2.5%. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of (March 2015 and March 2016), and shall be subject to change (July 1st) when the term of the Contract has been mutually extended.

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate	
Kevin Pulliam	Partner	Audit Partner	$	225
Roger Alfaro	Partner	Concurring Audit Partner	$	225
Phil White	Manager	Audit Manager	$	190
Michael Xu	Supervisor	Audit Supervisor	$	170
Kyle Stuckey	Senior	Senior Auditor	$	135
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	
			$	

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
	$		$	
	$		$	
	$		$	
	$		$	
	$		$	

Vavrinek, Trine, Day & Co., LLP
Consultant

Signature of Authorized Person

Date

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 18

Date: July 11, 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:* 1. Note Major Projects Committee approval of 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 $788,975.

2. Approve Fiscal Year 2012/2013 budget amendment to reduce task 0507 State Transit Assistance Fund in the amount of $788,975 funded by State Transit Assistance Fund for a new task total of $25,539,010.

3. Approve Fiscal Year 2012/2013 budget amendment to increase task 0379 Commuter Rail Capital in the amount of $788,975 funded by the State Transit Assistance Fund for a new task total of $24,205,543.

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 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,

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1207f-maa
Attachment: C12254

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.

In the initial item to the Commuter Rail and Transit Committee on June 21, 2012, the total fee to SCRRA was stated as $225,000. Although the MOU was still under negotiations in which this amount would more than likely change, the final fee was increased to $788,975 by SCRRA staff based on further review of the project requirements. Typically, for all SCRRA support on projects by other agencies, SCRRA would only provide an estimated cost and then would invoice

on a time-and-material basis for SCRRA staff, consultants, and contractors with no limitations. This at times had created budget over-runs so to control this type of time and material approach, SANBAG staff required a fixed fee, of which $372,000 is for flagging as required by federal law.

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, State Transit Assistance Fund $788,975 into Task No. 0379, Commuter Rail Capital.

Reviewed By: This Item was unanimously recommended for approval by the Commuter Rail and Transit Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and MOU as to form.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

Governments SANBAG Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 19

Date: July 11, 2012

Subject: Permit Expenditures and Agreement Approval Expansion of the Metrolink Eastern Maintenance Facility.

Recommendation:* 1. Authorize the Executive Director to execute Permit No. P-22011066 with the San Bernardino County Flood Control District and remit an inspection fee to the San Bernardino County Flood Control District in the amount of $5,000.

2. Agree to SANBAG's compliance with the provisions of Permit No. EE-2012-19 with the United States Army Corp of Engineers per 33 USC §408 pursuant to the conditions imposed by the San Bernardino County Flood Control District under Permit No. P-22011066.

3. Authorize SANBAG to make a payment in the amount of $25,000 to the Santa Ana Watershed Association for the purchase of 0.21 acres of on-going habitat maintenance and restoration within the upper Santa Ana River Watershed pursuant to the conditions of California Department of Fish and Game Permit No. 1600-2011-0259-R6 as mitigation for the permanent impacts associated with the construction of Southern California Regional Rail Authority Eastern Maintenance Facility Phase 3.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1207c-maa
Attachments: CRTC1206c1-maa; CRTC1206c2-maa; CRTC1206c3-maa

Background: As a result of the expansion of the Metrolink Eastern Maintenance Facility (EMF) as an associated project to the Downtown San Bernardino Passenger Rail Project (DSBPRP), SANBAG needs to execute Permit No. P-22011066 with the San Bernardino County Flood Control District (District). The permit allows for the construction operation, and maintenance of a railroad bridge across the Lytle Creek Channel. Further, the exectution of this permit with the Flood Control District will enable the District to complete its permit per 33 USC §408 for the replacement of the Lytle-Cajon flood control channel, since the channel is under the jurisdiction of the Army Corp of Engineers (Corp). The channel is a Corp facility maintained by the District. For the District to process Permit No. P-22011066 SANBAG must execute the document and remit payment in the amount of $5,000 permit fee for inspection fees.

In addition to the District permit, the California Department of Fish and Game (CDFG) is requiring an in-lieu fee for CDFG Permit No. 1600-2011-0259-R6 as mitigation for the permanent impacts associated with the construction of the EMF. This in-lieu fee is to be paid to the Santa Ana Watershed Association in the amount of $25,000. The fee will be used for the acquisition of 0.21 acres of on-going habitat restoration and maintenance in the upper Santa Ana River watershed.

The EMF design has been completed with construction Contract No. C12217 awarded at the June 6, 2012 Board meeting. The 33 USC §401 permit has been granted by the Environmental Protection Agency through its delegation to the Regional Water Quality Control Board. This agenda item addresses the remaining permits and expenditures for the remaining permits. The final §408 permit by the US Army Corp of Engineers should be issued soon pending approval of this item.

Financial Impact: All staff activities and payments of the fees associated with this item are consistent with the adopted FY12/13 budget Task No. 0379 Commuter Rail Capital. The funding for the fees includes, $22,950 from Local Transportation Fund – Rail and $7,050 from State Transit Assistance – Rail.

Reviewed By: This Item was unanimously recommended for approval by the Comutter Rail and Transit Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

BRD1207c-maa
Attachments: CRTC1206c1-maa; CRTC1206c2-maa; CRTC1206c3-maa

ATTACHMENT 1

DEPARTMENT OF PUBLIC WORKS

FLOOD CONTROL • LAND DEVELOPMENT & CONSTRUCTION • OPERATIONS
SOLID WASTE MANAGEMENT • SURVEYOR • TRANSPORTATION

COUNTY OF SAN BERNARDINO

825 East Third Street • San Bernardino, CA 92415-0835 • (909) 387-8104
Fax (909) 387-8130

GERRY NEWCOMBE
Director of Public Works

RECEIVED
MAY 14 2012
SAN BERNARDINO
ASSOCIATED GOVTS

May 10, 2012

Permittee:	San Bernardino Association of Governments 1170 West 3rd Street, 2nd Floor San Bernardino, CA 92410	**File:** **Permit No:**	2-204/2.04 P-22011066
Attention:	Mitchell Alderman Director of Transit and Rail Programs		
Permit Activity:	Construct operate and maintain a railroad bridge crossing and extend an existing 40'X20' RCB. In addition, construct, operate and maintain two 48-inch RCP side drain connections		
Facility:	Lytle-Cajon Channel, C/E		
Location:	South of Mill Street		
City/Community:	City of San Bernardino		

The District has reviewed your request and can recommend a permit for this activity after the following comments have been addressed:

1. Remit only the inspection fee in the amount of $5,000. Please make your check payable to San Bernardino County Flood Control District and **reference the above permit and file numbers**. Attached for your use is the District's Permit Fee Schedule No. FCD 11-01.

2. Prior to starting any work within District right-of-way, the attached certificate of insurance form shall be completed by your contractor and submitted to the District for review and approval. *If an Acord form is used in lieu of the attached certificate of insurance form,* ***the above permit and file numbers must be referenced*** *on the form and both* ***San Bernardino County*** *and* ***San Bernardino County Flood Control District*** *need to be named as additional insured.*

3. Please contact the Army Corps of Engineers, California Department of Fish and Game and the California Regional Water Quality Control Board to obtain all required environmental permits, as the proposed project may affect the "Waters of the United States," as well as alter a stream bed, bank, or channel. Issuance of this permit will be withheld until copies of the environmental permits have been provided or documentation submitted from the above stated regulatory agencies stating that permits are not needed.

GREGORY C. DEVEREAUX
Chief Executive Officer

Board of Supervisors
BRAD MITZELFELT ..... First District
JANICE RUTHERFORD ..... Second District
NEIL DERRY ..... Third District
GARY C. OVITT ..... Fourth District
JOSIE GONZALES ..... Fifth District

4. Four sets of signed and approved plans are required for permit issuance.

5. A preconstruction meeting is required between the Permittee or the Permittee's authorized representative and the District's inspector to discuss any District concerns prior to the issuance of the permit. Please contact the District's inspector at (909) 387-8009 to schedule the meeting.

6. Two copies of the permit are attached for signature by Permittee or Permittee's authorized agent. The appropriate individual **shall sign, date and return both copies to the District for processing** by the approving authority. **The permit is not valid until both copies have been signed and formally issued by the District with all applicable exhibits.**

If you have any questions regarding the above, please contact the undersigned at (909) 387-7995.

Sincerely,

MOHAMMAD ALI, P.E.
Permit Engineer

MA:MM:jh
Attachments
cc: Clint Meyer – HDR, Inc.
M. Cortez, w/permit
G-SANBAG\trnsLtr\P22011066-05102012

San Bernardino County Flood Control District

Schedule of Fees Ordinance No. FCD 11-01

Effective July 2, 2011 (approved May 3, 2011)

(a)	Permits and permit amendments:		
1.	Storm drain construction:		
A.	Side drain connection		
	(Up to 4' x 4' reinforced concrete box (RBC) or 48" diameter reinforced concrete pipe (RCP)):		
I.	Filing fee (non-refundable)	$ 339.00	
II.	Review fee (non-refundable)	$ 2,402.00	/ea connection
III.	Inspection fee	$ 2,622.00	/ea connection
2.	General and miscellaneous use:		
A.	Filing fee (non-refundable)	$ 237.00	
B.	Review fee (non-refundable)	$ 798.00	
C.	Annual inspection fee	$ 1,740.00	/ea location
D.	Permit amendments:		
I.	General amendment (during construction only):	$ 1,210.00	
II.	Administrative Amendment	$ 237.00	/each change
	(changes include name change, site change and time extension)		
E.	Confined space video inspection (4 hours minimum)	$ 220.00	/hr
F.	Monthly land use fee of San Bernardino County Flood Control District property	$ 600.00	/acre
3.	Utility Crossings Underground and Aerial (each):		
A.	Filing fee (non-refundable)	$ 339.00	
B.	Review fee (non-refundable)	$ 777.00	/ea loc.
C.	Inspection fee	$ 1,740.00	/ea loc.
4.	Parallel Utilities (underground or aerial):		
A.	Filing fee (non-refundable)	$ 339.00	
B.	Review fee	$ 1,635.00	
C.	Inspection fee	$ 1.70	/lineal ft
		$ 1,740.00	minimum
5.	Major Construction (including amendments):		
A.	Filing fee (non-refundable)	$ 339.00	
B.	Review fee (non-refundable)	Actual Cost	
	Review fee initial deposit	$ 5,450.00	
C.	Inspection fee	Actual Cost	
	Inspection fee initial deposit	$ 5,000.00	
6.	Soil removal or select disposal (goods and services):		
A.	Under 50 cubic yards:		
I.	Borrow (non-refundable)	$ 75.00	
II.	Disposal (non-refundable)	$ 37.50	
B.	51 cubic yards to 100 cubic yards:		
I.	Borrow (non-refundable)	$ 150.00	
II.	Disposal (non-refundable)	$ 75.00	
C.	101 cubic yards to and Including 10,000 cubic yards:		
I.	Filing fee (non-refundable)	$ 325.00	
II.	Administration and Inspection fee		
i.	Borrow (non-refundable)	$ 1.50	/cu.yd
ii.	Disposal (non-refundable)	$ 0.75	/cu.yd
D.	Over 10,000 cubic yards:		
I.	Filing fee (non-refundable)	$ 680.00	
II.	Administration and Inspection fee		
i.	Borrow (non-refundable)	$ 1.50	/cu.yd
ii.	Disposal (non-refundable)	$ 0.75	/cu.yd
E.	Minor Temporary Ingress (non-refundable)	$ 138.00	
7.	Aplary Rental Site on Property	$ 1.00	per colony
A.	Apiary Rental Site on Property Minimum fee	$ 100.00	
8.	Gravel Operations:		
	Note: Gravel operation permits will be negotiated on an invidual basis by Real Estate Services Department and will be approved by the District's Board of Directors. Existing gravel operation permits will be reissued as leases upon expiration of the permit, and, if needed, will be renegoliated.		
9.	Flood Control District Land Use with Board Approval:		
A.	Filing fee (non-refundable)	$ 680.00	
	NOTE: Flood Control District land use permits will be negotiated as leases on an individual basis. Existing land use permits will be reissued as leases upon expiration of the permit		
B.	Advertising Structures		
I.	Filing fee (non-refundable)	$ 680.00	
II.	Annual fee - Flood Control District annual land use permits for advertising structures will be negotiated on an individual basis. Existing permits will be reissued as leases upon expiration of the permit.		
10.	National Pollutant Discharge Elimination System inspection permit fees		
A.	Annual inspection fees		
I.	High Priority Industrial Business	$ 350.00	/year
II.	Medium Priority Industrial Business	$ 175.00	/year
III.	Low Priority Industrial Business	$ 90.00	/year
IV.	High Priority Commercial Business	$ 100.00	/year
V.	Medium/Low Priority Commercial Business	$ 50.00	/year
(b)	Plans and special provisions:		
1.	Plans and special provisions(hardcopy) plus applicable sales tax	$ 64.00	/set
2.	Plans (CD) and special provisions(hardcopy plus applicable sales tax	$ 20.00	/set
3.	Mailing charge, if applicable	$ 10.00	
A.	Special Mailing (express)	$ 15.00	
(c)	Reproduction services:		
1.	Research and handling	$ 46.00	/order
2.	Maps, exhibits and plans:		
A.	Prints	$ 0.40	/sq. ft.
B.	Plotting Service (3 square feet minimum)	$ 0.60	/sq. ft.
C.	From microfilm	$ 0.25	/sq. ft.
3.	Miscellaneous documents:		
A.	Black and white copies:		
I.	8 1/2" x 11"	$ 0.15	/page
II.	8 1/2" x 14"	$ 0.20	/page
III.	11" x 17"	$ 0.30	/page
B.	Color copies:		
I.	8 1/2" x 11"	$ 3.00	/page
II.	8 1/2" x 14"	$ 3.10	/page
III.	11" x 17"	$ 3.25	/page
(d)	Project reports:		
1.	Research and handling	$ 46.00	/order
2.	Reports:		
A.	Hardcopy	$ 41.50	/volume
B.	Digital	$ 55.00	/volume
3.	San Sevaine water creek project:		
A.	Final Loan Application Report	$ 83.00	/volume
B.	Final environmental assessment report	$ 83.00	/volume
(e)	Hydrology manuals	$ 83.00	/manual
(f)	Flood hazard analysis	$ 1,701.00	/report
(g)	Hydrologic-climatological research	$ 46.00	/half-hour
1.	Biannual report	$ 41.50	/volume
2.	Transfer of data (diskette/modem)	$ 5.00	/each
(h)	Mapping services:		
1.	Aerial photo research and handling	$ 46.00	
2.	Digital data preparation (1/4 hour minimum)	$ 23.00	/qrt hr
3.	Digital data on CD	$ 10.00	/order
(i)	Area drainage plan fees:		
1.	Upper Etiwanda area	$ 9,790.00	/acre
2.	San Sevaine Creek Area	$ 4,405.00	/acre
3.	Comprehensive Storm Drain Plan #3 Project 3-5	$ 7,159.00	/acre
(j)	Video tape review:		
1.	Research and initial setup for viewing	$ 20.00	
2.	Copying (Video tape to DVD-no editing) (1/4 hour minimum/DVD)	$ 23.00	/qrt hr DVD
3.	Additional copy of same DVD	$ 10.00	/DVD
4.	Copying (DVD to DVD-no editing)	$ 23.00	/DVD
(k)	Surplus Property		
1.	Investigation fee (non-refundable)	$ 1,236.00	
2.	Appraisal and Administration	$ 1,850.00	
	Potential purchase will be responsible for providing all property boundary surveys, legal descriptions and appraisals of the property. The San Bernardino County Flood Control District will review the survey work, prepare the grant deed and work with the Real Estate Services Department to prepare the resolution and Board agenda item for declaring the property surplus and seek Board of Supervisors approval of the transaction.		
(l)	Actual cost calculations as identified in Sections (a)(5)(B) and (a)(5)(C) of this Ordinance.		
1.	Actual cost is the sum of:		
A.	The products of multiplying the time spent on the project by the San Bernardino County Flood Control District personnel by the applicable hourly charge rates; and		
B.	Mileage charges; and		
C.	Any other costs incurred by the District in processing the project.		
2.	Hourly charge rates and mileage rates:		
A.	Schedule of Charges		
	Personnel Classification	Hourly Rate	
I.	Ecological Resource Specialist	$ 94.00	
II.	Engineering Technician III	$ 76.00	
III.	Engineering Technician IV	$ 92.00	
IV.	Engineering Technician V	$ 105.00	
V.	Office Assistant II	$ 48.00	
VI.	Public Service Employee	$ 31.00	
VII.	Public Works Engineer II	$ 120.00	
VIII.	Public Works Engineer III	$ 139.00	
IX.	Public Works Engineer IV	$ 159.00	
X.	Public Works Operations Supt	$ 108.00	
XI.	Secretary I	$ 62.00	
XII.	Stormwater Program Manager	$ 138.00	
XIII.	Supervising Land Surveyor	$ 125.00	
B.	Mileage Charges	$ 0.76	/mile

San Bernardino County
Flood Control Operations Division – Permit Section
825 East Third Street, Room 108
San Bernardino, CA 92415-0835
(909) 387-7995 – FAX (909) 387-1858

CERTIFICATE OF INSURANCE

NOTE TO PERMITTEE: This form shall be completed by your insurance company. Mail completed form to San Bernardino County Flood Control District, Flood Control Permit Section, 825 East Third Street, San Bernardino, CA 92415-0835.

In accordance with permit requirements, the undersigned does hereby represent to the San Bernardino County Flood Control District and the County of San Bernardino the following policy or policies to _____ fully complies with the following
(name of insured)
Flood Control District insurance requirements.

- **PUBLIC LIABLITY AND PROPERTY DAMAGE** – The limits of liability in the Public Liability and Property Damage policy or policies shall not be less than $1,000,000 combined single limit.

Type of Insurance	Company & Policy No.	Exp. Date	Limits of Liability

- **ENDORSEMENT NAMING ADDITIONAL INSURED** – Both ***San Bernardino County Flood Control District*** AND ***County of San Bernardino*** are hereby named as additional insured for the purpose of **Permit No. P-22011066** inclusion herein of any person or organization as an additional insured shall not affect any right which such person or organization would have as a claimant if not so included.

  This insurance shall be primary insurance with respects to the San Bernardino County Flood Control District and County of San Bernardino.

- **30-DAY WRITTEN NOTICE OF CANCELLATION, 10-DAY FOR NON-PAYMENT** - Policy shall state that 30-days prior written notice of cancellation, change or expiration and 10-days for non-payment shall be given to the San Bernardino County Flood Control District, Flood Control Permit Section, 825 East Third Street, San Bernardino, CA 92415-0835.

Insurance Company: _____

By: _____ _____
Insurance Company Authorized Agent (Signature) Date

Agent's Address: _____ Agent's Phone: _____

_____

Permit No. P-22011066
File 2-204/2.04

Rev. 6/11

Inspection Phone:
(909) 387-8009

Inspection office shall be notified two working days prior to commencing permitted use. FAILURE TO OBTAIN INSPECTION SHALL BE CAUSE TO VOID THIS PERMIT.

San Bernardino County Flood Control District
825 East Third Street, Room 108
San Bernardino, CA 92415-0835
(909) 387-7995 - FAX (909) 387-1858

PERMIT

Permit Issued:	**Permit Expires:**	**File:**	2-204/2.04
		Permit No:	P-22011066
Permittee:	San Bernardino Association of Governments 1170 West 3rd Street, 2nd Floor San Bernardino, CA 92410	**Filing Fee:**	NO FEE
		Review Fee:	NO FEE
		Inspection Fee	$5,000.00
Contact/Phone:	Mitchell Alderman, (909) 884-8276 Director of Transit and Rail Programs	**TOTAL:**	$5,000.00

Permit Activity: Construct, operate and maintain a railroad bridge crossing and extend an existing 40'X22' RCB. In addition, construct, operate and maintain two 48-inch RCP side drain

Facility: Lytle-Cajon Channel, C/E

Location: South of Mill Street

City/Community: City of Colton

1. The proposed permit activity shall be in accordance with the Plans (Exhibit "A"), and the Special, Standard and General Provisions, all of which are attached and made a part of this permit.

2. **AT LEAST 48 HOURS NOTICE SHALL BE GIVEN TO THE DISTRICT BEFORE STARTING ANY WORK UNDER THIS PERMIT.** Contact the District's Inspector at (909) 387-8009; failure of notification is cause for revocation of this permit.

3. This permit, or a certified copy thereof, shall be kept at the job site throughout the period of operations within District right-of-way and shall be shown to any District Representative or any law enforcement officer upon demand. Exercise of this permit shall indicate acceptance of and agreement to comply with all provisions included herein. Violation of any provision shall be cause for immediate revocation of permit.

PERMITTEE'S ACCEPTANCE:
Signature by the Permittee or Permittee's Authorized Agent of this Permit shall indicate acceptance of all of the provisions of the permit.

Permittee's Signature Date

PRINT

TITLE

DISTRICT APPROVAL:

KEVIN BLAKESLEE Date
Deputy Flood Control Engineer

cc: Fish and Game
FC Operations Supt
Inspector

SPECIAL PROVISIONS

1. As a condition of approval of the proposed activity allowed by this permit, the San Bernardino County Flood Control District (District) has been required to submit plans to the U.S. Army Corps of Engineers (Corps) for review, and obtain the Corps' Section 408 permit for this project. The Corps' Section 408 permit (EE2012-19) authorizing the District to allow this activity is attached to this permit as Exhibit "B", and incorporated herein by this reference. Should conditions of the Corps' Section 408 permit and the District's permit be in conflict, the conditions set forth in the Corps' Section 408 permit shall govern.

2. All conditions placed on the District by the Corps' Section 408 permit are hereby transferred to the Permittee. Prior to signing off the District's permit, all conditions of the Corps' Section 408 permit shall be fully complied with.

STANDARD PROVISIONS

1. **The term of this permit is for one year.** The District will coordinate an extension(s) to the permit term upon receipt of a completed **Flood Control Permit Amendment Application** at least thirty days prior to the expiration date.

2. No revisions to the approved plans shall be made during construction without review, written approval and/or permit amendment from the District.

3. No floatable materials or stockpiling shall be maintained in the channel area, and equipment shall be kept out of the channel except when in use during working hours.

4. The existing access gates shall be locked after hours and on weekends by interlocking Permittee's lock with the District's lock to allow District access.

5. The proposed activity within District right-of-way shall be in compliance with all City ordinances for noise and operating hours.

6. The exact location of any above ground structure shall be field coordinated with the District's inspector prior to installation.

7. All applicable fees required for this permit shall be in accordance with the District's current Schedule of Fees Ordinance in effect at the time of District inspection.

8. This permit shall become effective upon the "Permit Issued" date shown on Page 1 of this permit. All permit provisions and all applicable fees (i.e. inspection fees, monthly land use fees, etc.) for the permit shall commence or become enforceable upon the Permit Issued date, regardless of the Permittee's actual commencement of activity within District right-of-way. Signature by the Permittee or Permittee's Authorized Agent on Page 1 of this permit shall indicate the Permittee's agreement to assume all responsibility and to adhere to the permit terms and fees from the date of permit issuance.

9. All existing asphalt or concrete surfacing removed for the installation of the permitted activities shall be sawcut at the removal limits. Any settlement in the future shall be maintained by the Permittee.

10. Backfill in all areas having flood control facilities shall be similar to the existing material and shall not contain organic material, broken concrete or pavement, or other material unsuitable for compaction. Backfill two feet deep under concreted rock slope protection and two feet behind concrete structures shall be compacted to at least 95% of maximum dry density as determined by ASTM D-1557. All other backfill shall be compacted to at least ninety percent (90%) relative density as determined by ASTM test Method D-1557, Method C and certified evidence thereof submitted. Compaction tests shall be performed at locations specified and to the satisfaction of the District.

11. All construction and material testing for facilities constructed within District right-of-way will be performed by the Permittee and/or Permittee's authorized agent and certified evidence thereof shall be furnished to the District at the Permittee's expense.

12. The Permittee will submit "Record Drawings", stamped and signed by a Registered Engineer in the State of California, at the time of the final inspection.

13. No more than one-third (1/3) of any flood control facility may be obstructed during the period October 15 to April 15, nor more than two-thirds (2/3) of any facility may be obstructed during the remaining period. The term "obstruction" shall include all temporary or permanent structures, falsework, excavated material, and equipment connected with the construction. For the purpose of computing the area of an obstruction, dimensions shall be taken normal to the channel flow of the actual physical outline of the obstruction.

14. The inspection fee for this permit shall be based on the District's Schedule of Fees Ordinance in effect at the time of District inspection. The District's current Schedule of Fees is Ordinance No. FCD 11-01 (copy attached). Upon completion of the permitted activity, the District will compile all District costs as outlined on the appropriate Schedule of Fees. In the event that the costs exceed $5,000, the Permittee will be billed for the overage and hereby agrees to pay such amount to the District. In the event that the costs are less than $5,000, the excess will be refunded to the Permittee.

15. All structural concrete shall be 660-A-4000 in all inverts and 660-B-4000 for all walls, including wingwalls and headwalls. All concrete shall conform to Section 201-1 of the Standard Specification for Public Works Construction, latest edition, unless otherwise specified in this permit. If higher concrete strengths are specified on the permitted drawings (Exhibit A), the higher strengths prevail.

16. Concrete for rock structures, bottom controls, and splash pads shall be 560-B or C-3250. All concrete shall conform to Section 201-1 of the Standard Specifications for Public Works Construction, latest edition, unless otherwise specified in this permit.

17. Concrete mix designs shall be submitted to the District for review and approval at least 72 hours prior to concrete placement within District right-of-way.

18. All reinforcing steel shall conform to the requirements of ASTM A-615 and shall be Grade 60. If higher grade steel is specified on the permitted drawing (Exhibit A), the higher strength prevails.

19. No shotcrete or gunite concrete placement will be allowed within existing or future District right-of-way. All concrete structures shall be cast-in-place.

20. All channel inverts within District right-of-way shall have a power trowel finish.

21. All slope paving within District right-of-way shall be placed with a self-propelled slope-paving machine approved by the District.

22. To cut the hole in the channel wall section, make a sawcut 1-inch deep on the exposed face of the channel wall at the removal limits; cut a groove in the concrete adjacent to the sawcut on the side to be removed to the depth of the sawcut with a chipping hammer. Remove the remaining concrete. A ball and crane shall not be used for breaking up concrete within the channel right-of-way.

23. The drains shall be aligned so that the edge of the proposed wall opening in the channel will be at least 5-feet away from the nearest vertical wall joint.

24. The channel station number shall be painted, using black paint, on the channel wall above the breakout openings in uniform capital block letters and numbers 6-inches high, 3-inches wide and ¾-inch width of line per Exhibit "C".

25. Should maintenance activities be required at anytime, the Permittee shall coordinate the permit activity with the District's Flood Control Operations Division.

GENERAL PROVISIONS

1. Exercise of this permit, by Permittee or Permittee's authorized agent, shall indicate acceptance of all of the provisions of this permit. Permittee shall make all contractors doing work on this project familiar with all of the requirements of this permit. Violation of any provisions of this permit shall be cause for immediate revocation of the permit.

2. INSURANCE - This permit shall not become valid until the Certificate of Insurance has been completed by your contractor's insurance company and approved by the Flood Control District. If the permit activity is to be completed by Permittee's forces, the Certificate of Insurance shall be completed by Permittee's insurance company and approved by the Flood Control District.

3. The Permittee shall indemnify and hold the District and all officers, employees and agents of said public body free and harmless from any and every claim, demand or action for damages, or injury to any person or persons or property of any kind whatsoever, and any cost or expense in connection therewith, and agrees to defend the Flood Control District, the County of San Bernardino, and all officers, employees and agents of said public body against any claims or demands which may arise out of or result from Permittee's construction, operation, use or activities on District right-of-way.

4. A copy of this permit will be sent to the State Department of Fish and Game, who may require a permit for this type of activity. It is the responsibility of the Permittee to obtain any required permits and approvals prior to starting any activity authorized in the permit. State Department of Fish and Game may be contacted at the address below.

Department of Fish and Game
Region 6, -Environmental Services
4665 Lampson Avenue, Suite J
Los Alamitos, CA 90720
(562) 430-7212

A completely executed copy of the State Department of Fish and Game permit shall be kept at the permit site at all times while work is being performed. Permittee shall make all contractors doing work on this project familiar with all of the requirements of the State Department of Fish and Game permit.

5. Prior to beginning any activity authorized in this permit, the Permittee and/or Permittee's authorized agent, shall notify Underground Service Alert (USA) at 1-800-422-4133 at least 48 hours in advance to coordinate the permit activity on District right-of-way.

6. In accepting this permit, the Permittee agrees to replace any existing improvements which may include but not be limited to access road pavement, irrigation pipelines, chain link fencing and landscaping with acceptable products, installed to size, line and grade as the existing products removed and as approved by the District.

7. Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, the entire cost of removal and replacement, including the cost of all materials used in the work thus removed, shall be borne by the Permittee, regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the District, shall upon order of the District, be uncovered to the extent required, and the Permittee shall bear the entire cost of performing all the work and furnishing all the equipment and materials necessary for the removal and subsequent replacement of the covering, as directed by the District.

8. Should installation or maintenance activities be required during the period October 15 to April 15, work shall be undertaken within a 5-day clear weather forecast. Permittee shall maintain and provide for a flood watch when storm conditions threaten, and have personnel and equipment available on a 24-hour schedule and provide the District with the names and after-hours phone numbers of responsible supervisory personnel.

9. Any survey monuments which will be disturbed or destroyed shall be located, referenced and a corner record filed with the County Surveyor prior to the start of construction. The monuments shall be reset in a surface of the new construction, with a suitable monument box placed thereon, or set with permanent witness monuments. A corner record shall be filed with the County Surveyor for reset of monuments and evidence submitted prior to finalizing the permit. All work shall be performed under the direction of a licensed land surveyor or registered civil engineer at the expense of the Permittee.

10. Access to the District's levees, channels and patrol roads shall remain open and free to vehicular traffic at all times. Alternate access to the facilities shall be provided when existing access is severed or impaired. Permittee must prevent the public or unauthorized persons from entering the construction area or the District's right-of-way.

11. The Permittee shall perform, at Permittee's own expense, all construction surveying and engineering necessary to control construction to limits defined in the Plans and Exhibit "A". The construction surveying and engineering will be performed to the District's satisfaction.

12. Permittee shall, at all times, exercise proper dust control and dust abatement.

13. At any time during the life of this permit, the District may revise, modify or add provisions to this permit as may be required to meet the flood control, water conservation and safety responsibilities of the District.

14. The location of any temporary construction roadways or ramps which the Permittee may wish to build within District right-of-way shall be subject to the approval of the District. Roads shall be constructed so as to wash out during any appreciable flows.

15. This permit is valid only to the extent of the Flood Control District's jurisdiction. Permits or other approvals required by other cognizant agencies or underlying fee owners of District easement lands shall be the responsibility of the Permittee. Nothing contained in this permit shall be construed as a relinquishment of any rights now held by the Flood Control District.

16. If the Permittee should refuse or neglect to comply with the provisions of the permit, or the orders of the District, the District may have such provisions or orders carried out by others at the expense of the Permittee.

17. If the Permittee fails to comply with any obligation contained herein, Permittee shall be liable to the District for any administrative expenses and attorney's fees incurred in obtaining compliance with this permit and any such expenses and fees incurred in processing any action for damages or for any other remedies permitted by law.

18. No part of the activities authorized under this permit shall be accepted in phases. All work within District right-of-way must be completed prior to District acceptance of improvements within District right-of-way.

19. At the completion of the construction activities, the area shall be cleaned, graded and dressed to the satisfaction of the District. A joint inspection (Permittee/District) shall be made to determine if the work has been completed in accordance with permit requirements.

20. This permit is valid only for the purpose specified herein. All proposed changes shall be submitted, in writing, for District review and approval.

21. Activities under this Permit are subject to any instructions of the Flood Control Engineer or his representative. ALL INSTRUCTIONS MUST BE STRICTLY OBSERVED.

22. District activities shall take precedence at all times and, when any work or activity must be performed to carry out the functions and purposes of the District, Permittee must allow same to be done without interference.

23. Any damage caused to District facilities or structures by reason of the exercise of the Permit shall be repaired at the cost of the Permittee to the satisfaction of the District. Permittee will be billed for the actual cost to the District should Permittee neglect to make such repairs promptly.

24. Any District right-of-way monuments that are removed, disturbed, or destroyed as a result of activity under permit will be replaced by the District. Permittee will be billed and agrees to immediately pay all costs of such replacement.

25. Unless otherwise specified herein, this permit is subject to all prior permits, agreements, easements, privileges or other rights, whether recorded or unrecorded, in the area specified in this permit. Permittee shall make his own arrangements with holders of such prior rights.

26. The permitted activities shall be in accordance with:

    a. The San Bernardino County Department of Public Works, Transportation and Flood Control Standard Specifications, available at the Department of Public Works, 825 E. Third Street, San Bernardino, California; and
    b. all applicable provisions of the "Construction and Safety Orders" issued by the State Division of Industrial Safety and "Manual of Accident Prevention in Construction" issued by the Associated General Contractors, Inc.

27. All work associated with the activities authorized under this permit shall conform with all Cal-OSHA requirements. Prior to any shoring activity, the Permittee or Permittee's authorized agent shall submit shoring plans, signed and approved by a registered engineer, and copies of required permits.

28. It shall be the responsibility of the Permittee and/or the Permittee's authorized agent to insure that all personnel performing work authorized under this permit are adequately trained and have appropriate safety gear and equipment before entering any confined space.

29. The Permittee shall comply with the District's Stormwater Ordinance 3588 and all applicable National Pollutant Discharge Elimination System (NPDES) requirements to reduce or eliminate pollution of stormwater discharges into waters of the United States. In this regard, the Permittee shall utilize best management practices in the operation and storage of equipment, machinery, fuels, etc., to prevent any pollutants from being discharged into any storm drain and/or channel systems. In addition, pollutants (including sediment) generated as a result of the activity authorized by this permit shall not be discharged into the drainage system.

30. Should future activities of the Corps of Engineers and/or the District so require, the Permittee shall, at Permittee's expense, relocate all or any part of the subject works as so required.

31. The District will consider time extensions to the permit upon receipt of a written request from the Permittee thirty days prior to expiration.

32. The area disturbed by permitted activities shall be kept to minimum and shall be limited to that area actually being worked.

33. No nuisance shall be allowed on any of the premises and the Permittee shall exercise diligence in precluding any dumping operations in the area by patrolling or installing barriers to deter unauthorized access when the premises are not supervised.

34. Any unauthorized structure or portions thereof placed on District right-of-way or which affect District structures, must be removed by Permittee without cost to the District.

35. Violation of any provision contained therein, without written consent of the District, shall be cause for immediate revocation of this permit after written notice to the Permittee of any violation not remedied within thirty days following said written notice.

36. Upon cancellation or revocation of this permit, for any cause whatsoever, Permittee shall immediately cease all activities authorized hereunder, shall restore District right-of-way, structures and facilities to the satisfaction of the District, and shall vacate the District's premises. Should Permittee neglect to restore the premises, structures and facilities to a condition satisfactory to the District, the District will perform such work and Permittee agrees to reimburse the District for all actual costs of work performed.

37. If the permit term is extended, an annual inspection fee shall be due each year on the anniversary date of the permit. The annual inspection fee shall be based on the District's current Schedule of Fees Ordinance in effect on the anniversary date of the permit.

38. It is expressly understood that the area involved under this permit is subject to inundation from storm, flood and/or conservation flows at any time, and that the District shall not, in any way, be obligated to afford protection against said flows, or to assume any cost for damages. The District reserves the right to divert any storm or flood flows upon any land under this permit any time, and no diversion of such shall be made by the Permittee without the consent of the District.

39. All concrete shall conform to Section 201-1 of the Standard Specification for Public Works Construction, latest edition, unless otherwise specified in this permit. Curing compound shall conform to the provisions of Section 201-4.1 of the Standard Specifications for Public Works Construction, latest edition, Type 1-clear or translucent with red fugitive dye.

40. If applicable, the Permittee shall provide a wheel shaker or other approved device at the entrance of the job site to minimize debris track out on public streets.

41. The Permittee shall comply with all provisions of Rule 403-Fugitive Dust of South Coast Air Quality Management District.

42. The permit activities allowed under this permit may require the Permittee to use a pre-emergent within District right-of-way in order to control the growth of weeds. The District currently uses the following pre-emergent for this purpose: Landmark XP @ 9 oz/acre, Milestone VM @ 7 oz/acre, Reign (Aid in Suspension) @ 1 pt/acre. The necessity to use this or a similar type of pre-emergent shall be at the discretion of the District's inspector, and the type and method of use of the pre-emergent shall be submitted by the Permittee for review and approval by the District's inspector prior to use. Please contact Emilio Lopez, Supervising Agricultural Standards Officer for the San Bernardino County Agriculture Department at (909) 387-2131 with any questions or concerns regarding the proper application of the required pre-emergent.

43. The District's Schedule of Fees Ordinance is subject to change by the County Board of Supervisors. The Board typically considers changes in the Schedule of Fees Ordinance to take effect at the beginning of each fiscal year (July 1). Should the borrow fee rate be adjusted at any time during the life of this permit in accordance with changes to the Schedule of Fees Ordinance, the Permittee shall have the right to continue soil removal based on the new rate or request cancellation of their permit prior to the effective date of the new rate. Upon cancellation, the Permittee shall be responsible for restoring the work area to the satisfaction of the District prior to vacating District right-of-way. The District shall not be responsible for any impact to contractual obligations the Permittee may have with any clients as a result of revisions to the District's Schedule of Fees Ordinance.

44. The Permittee is hereby advised that the District's inspector shall make routine, periodic visits to the construction site commencing upon the date of permit issuance. Such site inspections shall be performed to ensure that permit activities have not been initiated without proper notification to the District. As such, the District shall have its inspector charge the appropriate time for such site visits, whether work is being performed or not, and inspection fees for the permit may be assessed accordingly based on the time necessary to conduct the necessary site visits.

45. It shall be the responsibility of the Permittee to ensure that all applicable Federal, State and local regulatory requirements are adhered to during the entire term of this permit.

Revised 03/27/2012

Inspection Phone:
(909) 387-8009

Inspection office shall be notified two working days prior to commencing permitted use. FAILURE TO OBTAIN INSPECTION SHALL BE CAUSE TO VOID THIS PERMIT.

San Bernardino County Flood Control District

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Contact/Phone:	Mitchell Alderman, (909) 884-8276 Director of Transit and Rail Programs	**TOTAL:**	$5,000.00

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PERMITTEE'S ACCEPTANCE:
Signature by the Permittee or Permittee's Authorized Agent of this Permit shall indicate acceptance of all of the provisions of the permit.

Permittee's Signature Date

PRINT

TITLE

cc: Fish and Game
FC Operations Supt
Inspector

DISTRICT APPROVAL:

KEVIN BLAKESLEE Date
Deputy Flood Control Engineer

SPECIAL PROVISIONS

1. As a condition of approval of the proposed activity allowed by this permit, the San Bernardino County Flood Control District (District) has been required to submit plans to the U.S. Army Corps of Engineers (Corps) for review, and obtain the Corps' Section 408 permit for this project. The Corps' Section 408 permit (EE2012-19) authorizing the District to allow this activity is attached to this permit as Exhibit "B", and incorporated herein by this reference. Should conditions of the Corps' Section 408 permit and the District's permit be in conflict, the conditions set forth in the Corps' Section 408 permit shall govern.

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A completely executed copy of the State Department of Fish and Game permit shall be kept at the permit site at all times while work is being performed. Permittee shall make all contractors doing work on this project familiar with all of the requirements of the State Department of Fish and Game permit.

5. Prior to beginning any activity authorized in this permit, the Permittee and/or Permittee's authorized agent, shall notify Underground Service Alert (USA) at 1-800-422-4133 at least 48 hours in advance to coordinate the permit activity on District right-of-way.

6. In accepting this permit, the Permittee agrees to replace any existing improvements which may include but not be limited to access road pavement, irrigation pipelines, chain link fencing and landscaping with acceptable products, installed to size, line and grade as the existing products removed and as approved by the District.

7. Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, the entire cost of removal and replacement, including the cost of all materials used in the work thus removed, shall be borne by the Permittee, regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the District, shall upon order of the District, be uncovered to the extent required, and the Permittee shall bear the entire cost of performing all the work and furnishing all the equipment and materials necessary for the removal and subsequent replacement of the covering, as directed by the District.

8. Should installation or maintenance activities be required during the period October 15 to April 15, work shall be undertaken within a 5-day clear weather forecast. Permittee shall maintain and provide for a flood watch when storm conditions threaten, and have personnel and equipment available on a 24-hour schedule and provide the District with the names and after-hours phone numbers of responsible supervisory personnel.

9. Any survey monuments which will be disturbed or destroyed shall be located, referenced and a corner record filed with the County Surveyor prior to the start of construction. The monuments shall be reset in a surface of the new construction, with a suitable monument box placed thereon, or set with permanent witness monuments. A corner record shall be filed with the County Surveyor for reset of monuments and evidence submitted prior to finalizing the permit. All work shall be performed under the direction of a licensed land surveyor or registered civil engineer at the expense of the Permittee.

10. Access to the District's levees, channels and patrol roads shall remain open and free to vehicular traffic at all times. Alternate access to the facilities shall be provided when existing access is severed or impaired. Permittee must prevent the public or unauthorized persons from entering the construction area or the District's right-of-way.

11. The Permittee shall perform, at Permittee's own expense, all construction surveying and engineering necessary to control construction to limits defined in the Plans and Exhibit "A". The construction surveying and engineering will be performed to the District's satisfaction.

12. Permittee shall, at all times, exercise proper dust control and dust abatement.

13. At any time during the life of this permit, the District may revise, modify or add provisions to this permit as may be required to meet the flood control, water conservation and safety responsibilities of the District.

14. The location of any temporary construction roadways or ramps which the Permittee may wish to build within District right-of-way shall be subject to the approval of the District. Roads shall be constructed so as to wash out during any appreciable flows.

15. This permit is valid only to the extent of the Flood Control District's jurisdiction. Permits or other approvals required by other cognizant agencies or underlying fee owners of District easement lands shall be the responsibility of the Permittee. Nothing contained in this permit shall be construed as a relinquishment of any rights now held by the Flood Control District.

16. If the Permittee should refuse or neglect to comply with the provisions of the permit, or the orders of the District, the District may have such provisions or orders carried out by others at the expense of the Permittee.

17. If the Permittee fails to comply with any obligation contained herein, Permittee shall be liable to the District for any administrative expenses and attorney's fees incurred in obtaining compliance with this permit and any such expenses and fees incurred in processing any action for damages or for any other remedies permitted by law.

18. No part of the activities authorized under this permit shall be accepted in phases. All work within District right-of-way must be completed prior to District acceptance of improvements within District right-of-way.

19. At the completion of the construction activities, the area shall be cleaned, graded and dressed to the satisfaction of the District. A joint inspection (Permittee/District) shall be made to determine if the work has been completed in accordance with permit requirements.

20. This permit is valid only for the purpose specified herein. All proposed changes shall be submitted, in writing, for District review and approval.

21. Activities under this Permit are subject to any instructions of the Flood Control Engineer or his representative. ALL INSTRUCTIONS MUST BE STRICTLY OBSERVED.

22. District activities shall take precedence at all times and, when any work or activity must be performed to carry out the functions and purposes of the District, Permittee must allow same to be done without interference.

23. Any damage caused to District facilities or structures by reason of the exercise of the Permit shall be repaired at the cost of the Permittee to the satisfaction of the District. Permittee will be billed for the actual cost to the District should Permittee neglect to make such repairs promptly.

24. Any District right-of-way monuments that are removed, disturbed, or destroyed as a result of activity under permit will be replaced by the District. Permittee will be billed and agrees to immediately pay all costs of such replacement.

25. Unless otherwise specified herein, this permit is subject to all prior permits, agreements, easements, privileges or other rights, whether recorded or unrecorded, in the area specified in this permit. Permittee shall make his own arrangements with holders of such prior rights.

26. The permitted activities shall be in accordance with:

    a. The San Bernardino County Department of Public Works, Transportation and Flood Control Standard Specifications, available at the Department of Public Works, 825 E. Third Street, San Bernardino, California; and
    b. all applicable provisions of the "Construction and Safety Orders" issued by the State Division of Industrial Safety and "Manual of Accident Prevention in Construction" issued by the Associated General Contractors, Inc.

27. All work associated with the activities authorized under this permit shall conform with all Cal-OSHA requirements. Prior to any shoring activity, the Permittee or Permittee's authorized agent shall submit shoring plans, signed and approved by a registered engineer, and copies of required permits.

28. It shall be the responsibility of the Permittee and/or the Permittee's authorized agent to insure that all personnel performing work authorized under this permit are adequately trained and have appropriate safety gear and equipment before entering any confined space.

29. The Permittee shall comply with the District's Stormwater Ordinance 3588 and all applicable National Pollutant Discharge Elimination System (NPDES) requirements to reduce or eliminate pollution of stormwater discharges into waters of the United States. In this regard, the Permittee shall utilize best management practices in the operation and storage of equipment, machinery, fuels, etc., to prevent any pollutants from being discharged into any storm drain and/or channel systems. In addition, pollutants (including sediment) generated as a result of the activity authorized by this permit shall not be discharged into the drainage system.

30. Should future activities of the Corps of Engineers and/or the District so require, the Permittee shall, at Permittee's expense, relocate all or any part of the subject works as so required.

31. The District will consider time extensions to the permit upon receipt of a written request from the Permittee thirty days prior to expiration.

32. The area disturbed by permitted activities shall be kept to minimum and shall be limited to that area actually being worked.

33. No nuisance shall be allowed on any of the premises and the Permittee shall exercise diligence in precluding any dumping operations in the area by patrolling or installing barriers to deter unauthorized access when the premises are not supervised.

34. Any unauthorized structure or portions thereof placed on District right-of-way or which affect District structures, must be removed by Permittee without cost to the District.

35. Violation of any provision contained therein, without written consent of the District, shall be cause for immediate revocation of this permit after written notice to the Permittee of any violation not remedied within thirty days following said written notice.

36. Upon cancellation or revocation of this permit, for any cause whatsoever, Permittee shall immediately cease all activities authorized hereunder, shall restore District right-of-way, structures and facilities to the satisfaction of the District, and shall vacate the District's premises. Should Permittee neglect to restore the premises, structures and facilities to a condition satisfactory to the District, the District will perform such work and Permittee agrees to reimburse the District for all actual costs of work performed.

37. If the permit term is extended, an annual inspection fee shall be due each year on the anniversary date of the permit. The annual inspection fee shall be based on the District's current Schedule of Fees Ordinance in effect on the anniversary date of the permit.

38. It is expressly understood that the area involved under this permit is subject to inundation from storm, flood and/or conservation flows at any time, and that the District shall not, in any way, be obligated to afford protection against said flows, or to assume any cost for damages. The District reserves the right to divert any storm or flood flows upon any land under this permit any time, and no diversion of such shall be made by the Permittee without the consent of the District.

39. All concrete shall conform to Section 201-1 of the Standard Specification for Public Works Construction, latest edition, unless otherwise specified in this permit. Curing compound shall conform to the provisions of Section 201-4.1 of the Standard Specifications for Public Works Construction, latest edition, Type 1-clear or translucent with red fugitive dye.

40. If applicable, the Permittee shall provide a wheel shaker or other approved device at the entrance of the job site to minimize debris track out on public streets.

41. The Permittee shall comply with all provisions of Rule 403-Fugitive Dust of South Coast Air Quality Management District.

42. The permit activities allowed under this permit may require the Permittee to use a pre-emergent within District right-of-way in order to control the growth of weeds. The District currently uses the following pre-emergent for this purpose: Landmark XP @ 9 oz/acre, Milestone VM @ 7 oz/acre, Reign (Aid in Suspension) @ 1 pt/acre. The necessity to use this or a similar type of pre-emergent shall be at the discretion of the District's inspector, and the type and method of use of the pre-emergent shall be submitted by the Permittee for review and approval by the District's inspector prior to use. Please contact Emilio Lopez, Supervising Agricultural Standards Officer for the San Bernardino County Agriculture Department at (909) 387-2131 with any questions or concerns regarding the proper application of the required pre-emergent.

43. The District's Schedule of Fees Ordinance is subject to change by the County Board of Supervisors. The Board typically considers changes in the Schedule of Fees Ordinance to take effect at the beginning of each fiscal year (July 1). Should the borrow fee rate be adjusted at any time during the life of this permit in accordance with changes to the Schedule of Fees Ordinance, the Permittee shall have the right to continue soil removal based on the new rate or request cancellation of their permit prior to the effective date of the new rate. Upon cancellation, the Permittee shall be responsible for restoring the work area to the satisfaction of the District prior to vacating District right-of-way. The District shall not be responsible for any impact to contractual obligations the Permittee may have with any clients as a result of revisions to the District's Schedule of Fees Ordinance.

44. The Permittee is hereby advised that the District's inspector shall make routine, periodic visits to the construction site commencing upon the date of permit issuance. Such site inspections shall be performed to ensure that permit activities have not been initiated without proper notification to the District. As such, the District shall have its inspector charge the appropriate time for such site visits, whether work is being performed or not, and inspection fees for the permit may be assessed accordingly based on the time necessary to conduct the necessary site visits.

45. It shall be the responsibility of the Permittee to ensure that all applicable Federal, State and local regulatory requirements are adhered to during the entire term of this permit.

Revised 03/27/2012

COPY

DEPARTMENT OF THE ARMY
33 U.S.C. § 408 PERMIT
U. S. Army Corps of Engineers
Los Angeles District

PERMITTEE/LOCAL SPONSOR: San Bernardino County Flood Control District, 825 East Third Street, San Bernardino, California 92415-0835

PERMIT NUMBER: EE2012-19

ISSUING OFFICE: U.S. Army Corps of Engineers, Los Angeles District, Engineering Division

CORPS PERMIT COORDINATOR: Ms. Arnecia Williams, (213) 452-3747, arnecia.n.williams@usace.army.mil

AFFECTED FEDERAL PROJECT AND DESCRIPTION: Lytle-Cajon Channel

LOCATION: City of Colton, south of Mill Street, LAT 34.08957 N LON 11731973 W

APPROVED MODIFICATION OR ALTERATION OF THE FEDERAL PROJECT: The installation of a new "tail track" system between Citrus and Laurel Street within the existing BNSF rail track right-of-way. A 25-ft section of the existing concrete-lined Lytle Creek Channel will be replaced with a cast-in-place concrete box culver structure. The project will also fill the existing concrete-lined trapezoidal channel on the project site and replace it with a 48-inch drainage pipe. The project includes an extension of an existing bridge structure on the project site. A proposed box girder bridge will span the channel. The bridge will be constructed on 30-inch diameter cast-in-drilled-hole (CIDH) concrete piles.

PERMIT CONDITIONS

I. General Conditions

1. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, operation, maintenance, repair, rehabilitation and replacement of the Authorized Activity, or for damages to the Federal Project. Permittee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

2. Permittee shall comply with all applicable federal laws and regulations and with all applicable laws, ordinances and regulations of the state, county and municipality wherein the Federal Project is located, including, but not limited to, those regarding construction, health, safety, water supply, sanitation, use of pesticides, and licenses or permits necessary for the Authorized Activity.

3. Permittee shall maintain the Authorized Activity in good condition and in conformance with the terms and conditions of this Permit. Permittee shall not be relieved of this requirement even if the Authorized Activity is abandoned. Should the Permittee wish to cease to maintain the Authorized Activity or desire to abandon it, Permittee must obtain from the Corps a modification of this permit, which may require additional construction activities to abandon the facility.

4. If previously unknown historic or archeological remains are discovered in carrying out the Authorized Activity, Permittee must cease activity, protect the site and immediately notify the Corps. The Corps will initiate Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

5. If the scope or details of the Authorized Activity change from the approved plans and specifications upon which this Permit is based, the Permittee must resubmit the permit application with the permit number and revisions clearly identified. Work associated with the Authorized Activity that does not pertain to the revised portion of the project, may continue while the revisions are being reviewed unless the Corps indicates otherwise.

6. Permittee shall keep the Permit Coordinator apprised of anticipated start and completion date of construction to the Permit Coordinator.

7. Permittee is required to invite the Permit Coordinator to an onsite kickoff meeting after the construction contract is awarded and prior to the date work is expected to begin. Permittee shall provide the Corps with the date, time and location of the meeting at least one week prior to the meeting, along with a copy of the construction schedule.

8. Permittee is required to allow Corps representatives to inspect the Authorized Activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of this Permit.

9. Permittee shall oversee the conduct of the work and ensure the Authorized Activity is being constructed in accordance with the approved plans and specifications.

10. Upon completion of the Authorized Activity, Permittee shall submit electronic copies of the as-built plans of the Authorized Activity to the Corps, which are signed by the Permitee's engineer of record. Electronic copies of the as-built plans shall be in pdf format.

11. **Granting of this Permit does not authorize work in waters of the United States. Work shall not begin in waters of the United States until Permittee first obtains a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).**

12. Should construction activities fail to commence within two (2) years after execution of the effective date of this Permit, this Permit shall be temporarily revoked upon further examination by the Corps. Work shall not begin until the Corps has examined this Permit and determines that the Permit conditions are sufficient or until new Permit conditions are incorporated.

II. Special Conditions

N/A

By signing this 33 U.S.C. Section 408 Permit, you are accepting the terms and conditions contained within the General Conditions and Special Conditions of this Permit.

_____ _____

Granville M. "Bow" Bowman — Date
Flood Control Engineer
San Bernardino County Flood Control District

_____ _____

Richard J. Leifield, P.E. — Date
Chief, Engineering Division
Los Angeles District
U.S. Army Corps of Engineers

STATION MARKING

1. PAINT

COPY

Paint on concrete shall be exterior paint.

2. INSTALLATION

General. The intersection of the channel centerline with the centerlines of new, relocated, and existing facilities such as bridges, street and railroad intersections, underground utility crossings, side drains, upstream and downstream limits of permanent work, and other required information shall be marked by painting station numbers and additional identifying data as listed in the tabulation of location and text markings. All markings shall be painted on concrete walls (channel walls, headwalls, abutments, etc.).

3. PAINTING

Preparation of Surfaces. Concrete surfaces shall be thoroughly cleaned of all curing compound, efflorescence, dirt, oil, other deleterious material by approved methods. The surface preparation shall be accomplished in such a manner that paint will satisfactorily adhere to the surface.

Application. Painting shall be done in a neat and workmanlike manner and may be applied by brush, spray, roller or any combination of these methods. Painting of numbers and letters shall be on channel walls (as specified in table hereinafter) accomplished with stencils and brush or spray application. Color for letter and numbers shall be black. All marking shall be in uniform capital block letters and numbers, 6-inches high, 3-inches wide and ¾-inch width of line. Markings shall be horizontal with the bottom of the marking not lower than 2-feet below the top of the wall.

SHEET 1 OF 1
EXHIBIT MAP "C"
ATTACHED TO
PERMIT NO P-22011066

ATTACHMENT 3

RECEIVED
MAY - 4 2012
SAN BERNARDINO
ASSOCIATED GOVTS

Santa Ana Watershed Association

P.O. Box 5407
Riverside, CA 9517
(951) 780-1012
Fax (951) 780-5893
http://www.sawatershed.org

Board of Directors:

Kerwin Russell, Chair

Mandy Parkes, Vice-Chair

Gayle Holyoak, Treasurer

Vicky Long, Secretary

Richard Zembal, Director

May 1, 2012

Mitchell A. Alderman
Director of Transit and Rail Programs
San Bernardino Associated Governments
1170 W. 3rd St., 2nd Floor
San Bernardino, CA 92410

RE: In lieu fee for CDFG Permit No. 1600-2011-0259-R6 (Op Law)

Dear Mr. Alderman:

Thank you for your inquiry regarding SAWA's In-Lieu Fee Program. Based on information provided in CDFG Permit No. 1600-2011-0259-R6 (Op Law), your cost for 0.21 acres of ongoing habitat maintenance and restoration is $25,000.

Mitigation credits will be applied to ongoing restoration in riparian habitat within the upper Santa Ana River watershed. Once received, the mitigation funds will be deposited into the Santa Ana Trust Fund. This cost includes permits, biological staff, project managing, contracting, and reporting requirements needed to remove the invasive species.

Once again, all of the partners in the Watershed Program thank you for your support of these important efforts. Since 1997, we have removed nearly 4,000 acres of Arundo and associated invasive species from the Santa Ana River Watershed at a cost of about $17,000,000. In so doing we have created benefits for wildlife, flood and fire control, significantly reduced post-flood clean-up costs, and put at least 12,000 acre-feet of water back in the river annually.

If you have any further questions, you can contact me at the Riverside Office at 951-780-1012 ext. 23, or via e-mail at lreeder@sawatershed.org.

Thank you,

Lee Reeder,
Executive Director

INVOICE

INVOICE # 2012-023
DATE: MAY 1, 2012

Santa Ana Watershed Association
P.O. Box 5407
Riverside, CA 92517
Phone 951-780-1012
www.sawatershed.org

TO

Mitchell A. Alderman
Director of Transit and Rail Programs
San Bernardino Associated Governments
1170 W. 3rd St., 2nd Floor
San Bernardino, CA 92410

Acreage	Cost	Discount	Subtotal
Ongoing restoration of 0.21 acres of invasive plants.	$25,000	N/A	$25,000
		Tax	N/A
		Total	$25,000

AUTHORIZATION: _____

Santa Ana Watershed Association

Governments SANBAG Working Together
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov
TRANSPORTATION MEASURE I
San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 20

Date: July 11, 2012

Subject: Award Contract No. C12195 for Financial and Compliance Auditing Services for Transit Develop Act Claimants and Measure I Local Pass-Through Revenue Recipients

Recommendation:* Award Contract No. C12195 to Vavrinek, Trine, Day & Company, LLP in the not-to-exceed amount of $583,050.00 for Financial and Compliance Auditing Services for Transportation Development Act Claimants and Measure I Local Pass-Through Revenue Recipients to Vavrinek, Trine, Day & Company, LLP for a three year period with two one year option extensions.

Background: On March 2, 2011, the SANBAG Board approved the release of RFP 11137 for Compliance and Fiscal auditing of all Transportation Development Act (TDA) claimants, Prop 1B Public Transportation Modernization Improvements and Service Enhancement Account Program (PTMISEA) recipients and Measure I Pass-Through recipients. After the RFP was advertised, staff received only one proposal in response to the RFP and after subsequent review, staff determined the response to be non-responsive. Staff then determined to cancel the RFP and to interview firms that had initially expressed interest in the RFP to ascertain the reason for not proposing. Universally, the answer provided to SANBAG was that the scope, as originally packaged, was too large. As a result, staff split the Scope of Service into two separate projects, one for financial and compliance audits for transit providers and one for financial and compliance audits for jurisdictions.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1207b-mmm
Attachements: C12195

On March 7, 2012, the SANBAG Board authorized the release of RFP 12194 Financial and Compliance Auditing Services for Transit Providers and RFP 12195 for Financial and Compliance Auditing Services for Transportation Development Act (TDA) Claimants and Measure I Local Pass-Through Revenue Recipients. On March 21, 2012 RFP 12195 was advertised on SANBAG's website and staff sent notifications by email to 35 firms, some of which were obtained from sister agencies. This contract will perform up to 23 financial audits for local jurisdictions each year.

On April 18, 2012, two proposals were received from the following firms:

1.) Miers & Miers, LLP
2.) Vavrinek, Trine, Day & Company, LLP

The proposals were evaluated by an evaluation committee consisting of three SANBAG staff members. The proposal evaluation criteria consisted of the following components 1) Qualification of the Firm; 2) Proposed staffing and project organization; 3) Work Plan; and 4) Cost and Price. Based on the Evaluation Committee scores Vavrinek, Trine, Day & Company, LLP was selected as the most qualified firm. Vavrinek, Trine, Day & Company LLP have performed numerous audits for SANBAG over the last several years. SANBAG staff responsible for administering the audits have been satisfied with the quality of their work. The Vavrinek proposal demonstrated good project organization as well as a very detailed work plan. The proposed lead auditing partner has over 25 years of experience with governmental accounting and auditing, in addition, the auditing team has a combination of over 30 years' experience. Their vast experience in clients served, training and education was clearly demonstrated in their proposal. They have also provided auditing services for other transportation agencies such as Orange County Transportation Authority (OCTA) and Omnitrans along with local counties and cities which include County of San Bernardino, County of Riverside, City of Yucaipa and the City of Grand Terrace. As a result of their experience and the qualifications of the proposed staff, it is recommended that the Board approve contract C12195 with Vavrinek, Trine, Day & Company, LLP.

SANBAG solicited the audit proposals under its responsibility as the San Bernardino County Transportation Commission (CTC). As the CTC, SANBAG is responsible for auditing all claimants to whom it allocates funds in accordance with the California Transportation Development Act (TDA), Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) and California Transit Security Grant Program – California Transit Assistance Funds (CTSGP-CTAF) programs.

BRD1207b-mmm
Attachements: C12195

Additionally, SANBAG acting as the San Bernardino County Transportation Authority must also audit local jurisdictions that receive direct pass-through funds from Measure I and submit an annual certification of compliance pursuant to San Bernardino County Transportation Authority Ordinance 04-01, and accompanying Measure I Policies. The Scope of service will enable SANBAG to fulfill both its responsibilities as the San Bernardino County Transportation Commission and Transportation Authority.

Financial Impact: This item is consistent with the FY2012/2013 budget. Total Contract funding; task 0502 Local Transportation Fund Administration $132,250.00, task 0504 Measure I Valley Administration $37,800.00 and task 0504 Measure I Mountain Desert Administration $24,300.00.

Reviewed By: This Item was unanimously recommended for approval by the Commuter Rail and Transit Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved the contract as to form.

Responsible Staff: Monica Morales, Transit Specialist

BRD1207b-mmm
Attachements: C12195

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12195 Amendment No. _____

By and Between

San Bernardino Associated Governments and Vavrinek, Trine, Day & Co., LLP

Contract Description Financial and Compliance Auditing Services for TDA Claimants and Measure I Local Pass-Through Revenue Recipients

Board of Director's Meeting Date: July 11, 2012

Overview of BOD Action: 1. Award Contract No. C12195 to Vavrinek, Trine, Day & Company, LLP in the not-to-exceed amount of $583,050.00 for Financial and Compliance Auditing Services for Transportation Development Act Claimants and Measure I Local Pass-Through Revenue Recipients to Vavrinek, Trine, Day & Company, LLP for a three year period with two one year option extensions.

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

CONTRACT OVERVIEW

Original Contract Amount	$	583,050.00	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	583,050.00	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	583,050.00

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
7/11/12	1/31/15	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0502 & 0504

☐ A Budget Amendment is required.

How are we funding current FY?

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

LTF Admin, MSI Valley Admin, MSI Mtn. Desert

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes: ☒ Retention? If yes, indicate % 10.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Mitch A. Alderman	M.A. Alderman	6/12/12
Task Manager (Print Name)	Signature	Date
Monica Morales	Monica Morales	6.12.12
Project Manager (Print Name)	Signature	Date
Jeffery Hill		6/13/12
for Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI		6/12/12
Chief Financial Officer Signature (Print Name)	Signature	Date

ATTACHMENT A

"SCOPE OF SERVICES"

GENERAL

San Bernardino Associated Governments (SANBAG) is requesting proposals from qualified certified public accounting firms to audit its Jurisdictions (Exhibit A) for the Fiscal Years ending June 30, 2012, 2013, and 2014, with the option of performing such services for two (2) additional one-year terms. SANBAG acting as the regional transportation agency is responsible for ensuring that all claimants to whom it directs allocation of funds pursuant to Public Utilities Code, Chapter 4, of the Transportation Development Act (TDA) submit an annual certified compliance and fiscal audit of funds received. Additionally SANBAG is also required to certify compliance of Measure I Pass-Through recipients with the requirements of the San Bernardino County Transportation Authority Ordinance 04-01, and accompanying Measure I Policies. The cost proposal shall present all inclusive audit fees for each year of the contract term and the two one-year options.

AUDITING STANDARDS TO BE FOLLOWED

The audits are to be performed by the consultant in accordance with generally accepted auditing standards, including use of the most current version of each of the following standards and guidelines:

- The standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards*
- San Bernardino County Transportation Authority Ordinance 04-01, *San Bernardino Valley Subarea Expenditure Plan* (Section F and H), *Mountain Desert Expenditure Plan* (Section C and E)
- Transportation Development Act regulations in Title 21 of the California Code of Regulations Section 6664 discusses the fiscal and compliance audits of all claimants. Section 6666 provides the compliance audit tasks for non-transit claimants, and Section 6667 provides the compliance audit tasks for transit claimants.

Transportation Development Act

- Funds are typically allocated upon project completion however some projects are allowed progress payment(s). Complete examination of financial activities, including internal systems of checks and balances, on or before December 30th of each audit year.
- Financial examination must encompass both expenditure and projects for which funds were allocated but expended. A listing of all major projects comparing actual

revenues/expenses to budgeted revenues/expenses must be included in the audit report, as well as an accounting of interest earned on the funds. The report shall include the audited amounts for the fiscal year prior to the year audited.

- Compliance examination of the claimants' transportation activities under the Transportation Development Act; including, to the extent applicable, the task contained in the SANBAG Compliance Audit Guide.

- A compliance examination of the operator's implementation of the Uniform System of Accounts for Public Transit Operators, under PUC 66343 and where applicable the updated National Transit Database (NTD) Reporting Manuals as required by 49 USC. 5335(a), formerly Section 15.

    - **Article 3 Bicycle & Pedestrian**

    - **Article 8a Local Streets and Roads**:

Measure I 2010-2040 Local Pass-Through (Ordinance 04-01)

- SANBAG receives a one-half of one percent retail transaction and use tax, which is dedicated for transportation planning, design, construction, operation and maintenance only in the San Bernardino County. Within this ordinance SANBAG provides a Pass-through of Local Streets and Senior and Disabled Transit Service funds to the local jurisdictions. Preparation of an audit report for the Measure I 2010-2040 Local Pass-through receipts for periods ending June 30th of each audit year.

- Financial examination of activities, including internal systems of checks and balances, during the specified period. The examination must encompass both project expenditures and projects for which funds were received but not expended. A listing of all projects comparing actual revenues/expenses to the Measure I Five Year Capital Improvement Program adopted by the local governing board for the specified period must be included in the audit report, as well as an accounting of interest earned on the funds. The project listing shall illustrate the street or project names, project limits, and type of improvement. The report shall also contain an examination of expenditures, statement of revenue and expenses and balance sheet for each component of the special Measure I fund.

- Compliance Examination with provision of Ordinance 04-01 and the Expenditure Plan, adopted by the Authority relating to the expenditure of Measure I revenue

    - **San Bernardino Valley Subarea Expenditure Plan**

        - Section F Local Streets

    - **Mountain Desert Expenditure Plan**

        - Section C Local Streets

REQUIRED REPORTS TO SANBAG

Following the completion of the audit of the fiscal year's financial statement, the Auditor shall issue the following reports and letters:

1. Local Transportation Fund (LTF) Financial and Compliance Report
2. State Transit Assistance Fund (STAF) Financial and Compliance Report
3. Report on applying agreed upon procedures for Appropriations limit calculation
4. Management Letter (if required)
5. Preparation of the State Controllers Report (Due prior to September 30th)

Provide two (2) copies of the "Draft" Audit Report. One for each claimant on or before November 30 of each audit year. One for SANBAG.

Final Audit Report: Provide four (4) copies of each "Final" Audit Report on or before December 30th of each audit year.

- One copy of the report for each claimant
- One copy of the report for SANBAG
- One copy for the San Bernardino County Internal Audits Division
- Once copy for the State Controller's Office

Also include up to 20 copies of the "Final" for each claimant's Board of Directors.

Additional Considerations

- **Working Papers:** All working papers shall be retained by the auditor for a minimum of four (4) years after the conclusion of the engagement unless authorized to do otherwise in writing by SANBAG. The audits may be subject to review by state and federal agencies. Accordingly, the working papers shall be made available upon request.

- **Audit Schedule:** The work to be performed shall be arranged with the individual recipients after the conclusion of a planning meeting with the Commission and the Commission's issuance of audit notification letters to each jurisdiction recipients.

- **Audit Timelines:** Effective for the first year of the contract the contractor's timelines are extended for 90 days. Thereafter, the specified timelines can be extended for up to an additional 90 days, with approval of SANBAG, depending upon the condition of each jurisdiction supporting data/documentation and the cooperation of each jurisdictions management throughout the audit process.

- **Audit Plan:** Planning, Risk Assessment, Preparation of the overall audit plan, conducting the interim audit, conducting the final audit, reporting. Details as laid out in the proposal.

Exhibit A

Jurisdictions

Agency
Adelanto, City of
Apple Valley, Town of
Barstow, City of
Big Bear Lake, City of
Chino Hills, City of
Chino, City of
Colton, City of
Fontana, City of
Grand Terrace, City of
Hesperia, City of
Highland, City of
Loma Linda, City of
Montclair, City of
Ontario, City of
Rancho Cucamonga, City of
Redlands, City of
Rialto, City of
San Bernardino, City of
San Bernardino, County of
Twentynine Palms, City of
Upland, City of
Needles, City of
Victorville, City of
Yucaipa, City of
Yucca Valley, Town of

ATTACHMENT B

- Escalation increase for years four and five: Escalation for years four and five shall be based on the Employment Cost Index for the Bureau of Labor Statistics for the United State Department of Labor for Management, Professional, and related "White-collar Occupations" as noted in Attachment "B". In no event shall the escalation factor exceed 2.5%. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of (March 2015 and March 2016), and shall be subject to change (July 1st) when the term of the Contract has been mutually extended.

Key Personnel

Name	Classification/Title	Job Function	Hourly Rate
Kevin Pulliam	Partner	Audit Partner	$ 225
Roger Alfaro	Partner	Concurring Audit Partner	$ 225
Phil White	Manager	Audit Manager	$ 190
Michael Xu	Supervisor	Audit Supervisor	$ 170
Kyle Stuckey	Senior	Senior Auditor	$ 135
			$
			$
			$
			$
			$
			$
			$
			$
			$
			$

Other Direct Cost Schedule (ODC)

All ODC's are to be proposed at cost-without mark-ups.

Type of ODC	Unit Cost	Estimated Budget Amount
	$	$
	$	$
	$	$
	$	$
	$	$

Vavrinek, Trine, Day & Co., LLP
Consultant

Signature of Authorized Person

Date

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 21

Date: July 11, 2012

Subject: Omnitrans Comprehensive Operational Analysis

Recommendation:*

1. Approve Amendment No. 2 to Contract No. C 11044 with AECOM Technical Services, Inc. for the Comprehensive Operational Analysis of Omnitrans and increase the contract amount by $210,915 for a new not-to-exceed amount of $1,209,228.
2. Approve a Budget Amendment to Task No. 0309 General Transit, increasing the Task No. by $210,915 funded by Valley Local Transportation Fund Article 4 Planning.

Background: On February 2, 2011, the SANBAG Board approved Contract No. 11044 with AECOM Technical Services for the purposes of a Comprehensive Operational Analysis (COA) of Omnitrans. The general purpose of this type of analysis is to:

- Assist in the development of system-wide goals, objectives, service standards;
- Provide for a review of the existing services, existing fare policy and structure;
- Consider outsourcing all or parts of Omnitrans to private sector contractors and transfer of Access services;

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1207b-rpg
Attachment: C11044-2

- Develop service improvements, including the development of a short range transit plan covering 2013-2017 ;
- Create a strategic direction for Omnitrans through 2030.

The end goal of the COA is to develop an approach to provide the most service at the least cost so that SANBAG may deliver all of the region's transit priorities given more competing demands on the transit resources.

The original contract was approved by the Board for $998,313. This cost reflects the size and complexity of performing an operational analysis of an agency the size of Omnitrans. It also reflects a substantial amount of public outreach in the process, including surveys and workshops as well as the time and effort required to coordinate the project between both Omnitrans and SANBAG. The contract has been amended once to date increasing the original time that was provided to AECOM for performance of the project.

Approval of this contract amendment would modify the original scope and would augment the budget by $210,915 to account for an additional level of effort and work provided by AECOM. Many of the drivers for the budget amendment are additional meetings and presentations requested by Omnitrans as well as extra review and time to process deliverables. While these certainly add to the overall cost to the project, staff believes that they will provide for an overall better end product and are worth the cost. More specifically, the additional funding is being requested by the consultant for the following reasons:

Phase I, Task 1: Comprehensive Operational Analysis

- Omnitrans originally provided AECOM with Fiscal Year 2010 data for the analysis and agreed on the use of that data for the study. Comments on early drafts of Tech Memo 1 by Omnitrans and approved by SANBAG asked that the consultant update the data to reflect the more recently available 2011 data. This required AECOM to revisit all of its calculations and to re-write parts of Tech Memo 1.
- The original scope of work called for two versions of this tech memo to be prepared. Omnitrans comments resulted in three more versions of the Tech Memo 1 being produced than originally scoped in the contract.

Phase I, Task 2: Financial Analysis

- The target year for the incorporation of the baseline figures changed due to project schedule slippage, resulting in re-benching the financial numbers.
- Redlands Rail has been an Omnitrans issue throughout the preparation of the Tech Memo 2 and has in part been why the project has yet to develop a baseline financial scenario for which to use in the rest of the COA.
- The consultant began preparation of the financial baseline scenario, under the assumption that any decline in revenue would begin in Fiscal Year 2012/2013. However, due to project delays for the Tech Memo 1, the consultant needed to revise the financial baseline information to begin in Fiscal Year 2013/2014 and extend out the revenue forecast for an additional year.

Phase I, Task 4: Service Needs/Public Outreach

- Technical Advisory Committee (TAC) Meetings- The scope of work for the COA originally budgeted for five TAC Meetings. However, to date, six TAC meetings have been held and the consultant expects that at least three additional TAC meetings will be required.
- Board and Committee Presentations – The scope of work for the COA originally budgeted for two board presentations. The consultant has made presentations to the Omnitrans Plans and Programs Committee, Omnitrans Administrative and Finance Committee and SANBAG's Commuter Rail and Transit Committee. Further, at least two additional committee/board meetings will be required for the project.

Phase I, Task 5: Administrative Functions

- Omnitrans requested modifications to the Peer Survey that reduced the anticipated response rate, complicated the survey effort and required AECOM to reach out in additional ways so as to increase the response rate. The consultant experienced additional staff hours to conduct this effort.
- Interviews of Omnitrans and other peer agencies have been more difficult, time consuming and costly than originally budgeted as part of the contract.

Phase I, Task 6: Alternative Service Delivery

- The alternative service delivery workshop did not limit, define or constrain the range of alternatives as envisioned within the scope of work. Rather, additional alternatives were required to be developed as well as several additional individual meetings of Omnitrans were required.
- Omnitrans has communicated to the consultant that it desires that all deliverables for this task be presented to four separate internal bodies, including the Senior Leadership Team, the Technical Advisory Committee, the Omnitrans Plans and Programs Committee and Omnitrans Administrative and Finance Committee. This is all work that was not included in the original scope of work.

Financial Impact: This item is not consistent with the current adopted Fiscal Year 2012/2013 Budget, Task No. 0309. Approval of this item will result in a budget amendment to Task No. 0309 increasing the task by $210,915 funded by unallocated Valley Local Transportation Fund (LTF) Article 4 Planning.

Reviewed By: This Item was unanimously recommended for approval by the Commuter Rail and Transit Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and Amendment as to form.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 11044 Amendment No. 02

By and Between

San Bernardino Associated Governments and AECOM Technical Services, Inc.

Contract Description Comprehensive Operational Analysis of Omnitrans

Board of Director's Meeting Date: July 11, 2012

Overview of BOD Action: 1. Approve Amendment No. 2 to Contract No. 11044 with AECOM Technical Services, Inc. increasing the total not-to-exceed amount by $210,915 to $1,209,228 for the Comprehensive Operational Analysis of Omnitrans. 2. Approve a Budget Amendment to Task No. 0309 General Transit, increasing the Task No. by 210,915 funded by Valley Local Transportation Fund Article 4 Planning.

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

CONTRACT OVERVIEW

Original Contract Amount	$	998,313	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	210,915	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	1,209,228	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	1,209,228

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
2/2/11	6/30/13	n/a

Has the contract term been amended? ☐ No ☒ Yes - please explain.
The original period of performance was amended as part of C11044-01 approved on 3/7/12

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. _____.
☒ A Budget Amendment is required.
How are we funding current FY? We are currently funding through use of Valley LTF Art 4 Planning

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
This project will continue to be funded by Valley LTF Art 4 Planning throughout its duration.
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☒ Retention? If yes, indicate = 10%.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Mitch A. Alderman	M. A. Alderman	6/15/12
Task Manager (Print Name)	Signature	Date
Ryan Graham		6/15/12
Project Manager (Print Name)	Signature	Date
for Jeffery Hill		6/15/12
Contracts Manager (Print Name)	Signature	Date
Chief Financial Officer Signature (Print Name)	Signature Bill Stawarski for	6/15/12 Date

Governments SANBAG Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 22

Date: July 11, 2012

Subject: Update on Omnitrans Comprehensive Operational Analysis (COA)

Recommendation:* Receive an update on the progress of the Omnitrans COA.

Background: In February 2011, SANBAG entered into a contract with AECOM to conduct a Comprehensive Operational Analysis (COA) of Omnitrans. As one of SANBAG's statutory requirements as a County Transportation Commission, SANBAG is required to periodically evaluate its transit operators in an effort develop efficiencies.

COAs are commonplace within the industry, and as such, by conducting this COA of Omnitrans, SANBAG is not "singling out" Omnitrans. SANBAG is currently participating in COAs for Mountain Area Regional Transit (MARTA), Morongo Basin Transit Authority (MBTA) and Victor Valley Transit Authority (VVTA) COA. Further, SANBAG completed Barstow Area Transit (BAT) two years ago and updated the Needles Area Transit (NAT) short range transit plan last year. The requirement to conduct COAs of its transit providers is one of SANBAG's requirements under state statute.

The purpose of the Omnitrans COA is to examine the agency for efficiencies with respect to the administration, operation and maintenance of its services so that SANBAG can better stretch the transit resources of the Valley. SANBAG has a number of competing demands on its transit resources, including operational and

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1207a-rpg

capital project delivery of the Southern California Regional Rail Authority (SCRRA) Eastern Maintenance Facility, Downtown San Bernardino Passenger Rail, Redlands Passenger Rail, Gold Line Extension and the San Bernardino Transit Center. Additionally, the creation of VTrans has resulted in an additional claimant in the San Bernardino Valley for Transportation Development Act (TDA) and Measure I funding, as allowed by state statute.

Most of these projects/programs have a higher statutory "call" on the resources than does Omnitrans. SANBAG, in recognition that there will be more competing demands on these finite resources, initiated the Omnitrans COA with the goal of reducing the subsidy SANBAG provides to Omnitrans by identifying efficiencies within the agency or by incorporating alternative means of delivering similar levels of service. All of this is being done so as to deliver the most cost effective funding to Omnitrans and other operators for providing public transit as well as the projects, programs and major investments SANBAG by committed.

The COA is being conducted in 3 phases, with Phase 1 analyzing the existing conditions, Phase 2 developing alternatives for the delivery of transit services and maintenance, and Phase 3 which will develop an action and implementation program for the recommendations identified in Phase 2 of the COA. Staff is currently completing Phase 1. At the June 21, 2012 Commuter Rail and Transit Committee, staff and AECOM presented the revised Financial Analysis technical memo as well as the revised Administrative Functions tech memo, the latter includes an assessment of current Omnitrans staffing levels and benefit packages. The other remaining deliverable that AECOM will be submitting to SANBAG in June 2012 is the Alternative Service Delivery Tech Memo, which explores options for outsourcing or contracting for certain services. The analysis for outsourcing or contracting for services will include consideration of operations, maintenance and/or administration.

Following completion of the Phase 1 deliverable, AECOM will begin finishing drafts of the Phase 2 deliverables. The Phase 2 deliverables include the Draft Service Alternatives and Service Alternatives Outreach tech memos. Phase 3 is the final report for the study and will be finished upon completion of the outstanding project deliverables.

Staff and Stuart Geltman, Project Manager from AECOM for the Omnitrans COA, will make a presentation to the Commuter Rail and Transit Committee at the June 2012 meeting to update the Committee on the COA activities.

The Committee did receive the presentation and was dominated by a lengthy discussion of the status of the COA. The consultant hired by SANBAG to evaluate Omnitrans operations and seek opportunities for savings, AECOM, provided a lengthy treatise of the work done to date. The presentation focused on progress regarding the financial portion of the study, but also outlined future aspects such as alternative service delivery methods including contracting for services, shifting all capital project planning and implementation to SANBAG, and shifting ADA services to VTrans. This fomented a significant amount of discussion related to the purpose and the intended outcomes. The Committee expressed interest in the outcomes and perhaps establishing an ad hoc committee comprised of Omnitrans and SANBAG Board members to formulate a plan moving forward.

Financial Impact: This item is consistent with the adopted FY 2011/2012 Budget, Task No. 0315.

Reviewed By: This item was received by the Commuter Rail and Transit Committee on June 21, 2012.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 23

Date: July 11, 2012

Subject: License agreements to cross SANBAG railroad right-of-way with Southern California Edison (dba) Mountain View Generating Station

Recommendation:*

1) Award Contract No. C12235 with Southern California Edison, dba: Mountain View Generating Station for the installation, operation, maintenance and repair of one (1) eight (8) inch HPDE brine line with a one-time administrative fee in the amount of $1,500 and an on-going annual license fee of $1,500 escalated annually at Consumer Price Index.
2) Award Contract No. C12236 with Southern California Edison, dba: Mountain View Generating Station for the installation, operation maintenance and repair of one (1) two inch (2") conduit for fiber optic cable with the administrative fee and annual license fees paid under Contract No. C12235.
3) Waive SANBAG Contract and Procurement Policy 11000 V.f., which limits maximum standard contract to three years.

Background: Between 1991 and 1993, SANBAG acquired the Baldwin Park branchline, the Pasadena Subdivision, and the Redlands branchline, all railroad rights-of-way, for its commuter rail program. Following the acquisition of these rail assets, in 1994, SANBAG contracted with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to provide property management services. During 2011, SANBAG went through a procurement process to re-bid the services provided by

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply
BRD1207d-maa
Attachments: C12235, C12236

the LACMTA and on May 4, 2011 the Board awarded Contract No. C11206 to Epic Land Solutions, Inc.

Historically, the management services provided to SANBAG by LACMTA has included: environmental due diligence work, management of leases, licenses and easements, ensuring that weed abatement and trash removal is handled, preparing agreements and licenses for utilities and street crossings of the right-of-way, and marketing surplus property. To expedite the provision of these services, SANBAG provided the LACMTA power of attorney to handle these matters on SANBAG's behalf administratively. SANBAG's rail assets portfolio includes approximately 1,050 licenses, leases and agreements that generate roughly $400,000 in annual revenue. The revenues generated by SANBAG's rail assets are used to fund improvements related to the rail system. Examples of past projects include the restoration of the San Bernardino Depot, the San Bernardino Parking Structure, and the restoration of the Upland Lemon Grower's Warehouse.

When SANBAG re-procured these services last year, SANBAG did not grant Epic Land Solutions, Inc. (Epic) power of attorney. Consequently, Board action is required to authorize SANBAG to enter into or amend any new or existing license, lease or agreement.

The licenses (contracts) to be granted per this item will be for a brine line and a fiber-optic cable crossing of the Redlands branchline in the City of Redlands. The licenses allow SANBAG to terminate the license with 30 days prior written notice. Additionally, Southern California Edison has provided $1,500 in upfront administrative fees to Epic for preparation of the license agreements. After approval of these licenses, Southern California Edison will pay a yearly license fee in the amount of $1,500 as adjusted for inflation by CPI until either party terminates the license agreement.

It may be necessary to refine the boiler-plate license agreements. Therefore, staff will work with General Counsel to develop a policy governing future license, leases and agreements for SANBAG's rail assets. Options would likely include a range from continuing to present each new or amended agreement to the Board for action or by creating boiler-plate documents approved by the Board that could be executed by the Executive Director or his designee.

Financial Impact: Approval of this item will result in the payment of $1,500 by Southern California Edison as a one-time administrative fee to Epic Land Solutions, Inc. and $1,500 in annual license payments by Southern California Edison to SANBAG for a brine line and a steel-encased fiber optics conduit crossing of the Redlands branchline in the City of Redlands. The license fees will be collected by Epic Land Solutions, Inc. on behalf of SANBAG and retained in the SANBAG Rail Assets

trust account until the funds are transmitted to SANBAG's Finance Department. The revenue may be budgeted in subsequent fiscal years for projects that benefit SANBAG's rail system/assets. All staff time associated with preparation of this item and coordination of the license document is consistent with the current FY11/12 Budget Task No. 0377 Commuter Rail Operations.

Reviewed By: This item was unanimously recommended for approval by the Commuter Rail and Transit Committee on June 21, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and License Agreement as to form.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

BRD1207d-rmaa
Attachments: C12235, C12236,

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12235 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and Southern California Edison dba: Mountainview Generating Station

Contract Description License agreements to cross SANBAG railroad right-of-way with Southern California Edison (dba) Mountain View Generating Station.

Board of Director's Meeting Date: July 11, 2012

Overview of BOD Action: 1.) Approve Contract No. C12235 with Southern California Edison, dba: Mountain View Generating Station for the installation, operation, maintenance and repair with a one-time administrative fee in the amount of $1,500 and an on-going annual license fee of $1,500 escalated annually at CPI.

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

CONTRACT OVERVIEW

Original Contract Amount	$	1,500	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	1,500	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	1,500

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
5/2/12		

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

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. NA.

☐ A Budget Amendment is required. No, this is a receivable contract

How are we funding current FY?

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

☐ Payable ☒ Receivable

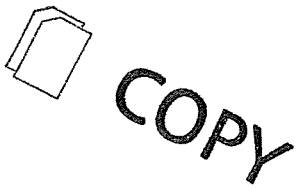
CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes: ☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Mitch Alderman	M. A. Alderman	6/15/12
Task Manager (Print Name)	Signature	Date
Mitch Alderman	M. A. Alderman	6/15/12
Project Manager (Print Name)	Signature	Date
for Jeffery Hill		6/15/12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAPLES		6/15
Chief Financial Officer Signature (Print Name)	Signature	Date

File: RRND007661



CONTRACT NO: C12235

By and Between

San Bernardino Associated Government/ San Bernardino County Transportation Authority/San Bernardino County Transportation Commission

And

Southern California Edison DBA: Mountainview Generating Station

For

License Agreement

File: RRND007661

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into as of _____, 20___ by and between the **SAN BERNARDINO ASSOCIATED GOVERNMENTS/ SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY/ SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION**, a public agency existing under the authority of the laws of the State of California ("SANBAG"), and **SOUTHERN CALIFORNIA EDISON, DBA: MOUNTAINVIEW GENERATING STATION** a corporation of the State of California, ("LICENSEE"), upon and in consideration of the agreements, covenants, terms and conditions below:

PART I

BASIC LICENSE PROVISIONS

1. Description of License Property:
An underground parcel of land 10' wide crossing the Right of Way at a location approximately 1,890'± easterly from Mountain View Avenue and approximately 630' westerly of the center line of Bryn Mawr Avenue, southerly of Lugonia Avenue on SANBAG property commonly known as the Redlands Subdivision in the City of Redlands, County of San Bernardino
Approximate area:
Seven Hundred Square Feet (700 Sq. Ft.) (§1.1)

2. Use of License Property:
Installation, operation, maintenance and repair of one (1) eight inch (8") HDPE brine line pipeline to be encased within a sixteen inch (16") steel casing only and no other uses (§1.1, §10)

3. Commencement Date:
December 15, 2011 (§1.2)

4. Term (circle one):
   (A.) Month-to-month
   B. ~~N/A months, ending N/A 20 N/A, unless canceled by SANBAG as provided in Section 1.2 on 30 days' notice~~ (§1.2)

5. License Fees:
   (A.) Base License Fee:
   $1,500.00 per year, payable (circle one):
      (a.) Annually in advance
      b. ~~Monthly in advance~~ (§2.1)

(B.) Additional License Fee:

(a.) One time Administrative fee: $1,500.00 paid in advance by Dudek Engineering #201671

b. ~~Other fees:~~ $N/A (§2.1)

(C.) Base License Fee Adjustment Dates (Not applicable)

(a.) Annually based on CPI commencing January 1, 2013

(b.) At intervals of not less than three (3) years based on current fair market rent (§2.2)

6. Insurance Amount (See Exhibit "B") (§16)

7. SANBAG's Address:
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715 (§24.1)

8. Licensee's Address:
Southern California Edison Company
DBA: Mountainview Generating Station
2494 W. San Bernardino Avenue
Redlands, California 92374 (§24.1)
Attn: Steven R. Johnson
Technical Manager

9. Facility:
One eight inch (8") Brine line pipeline encased within a 16" steel casing only (§1.1)

Facility to be installed in conjunction with one (1) eight inch (8") HDPE Brineline (RRND007661) and one (1) two inch (2") fiber optic cable for Mountainview Generating Station (RRND007663) and one (1) two inch (2") fiber optic cable for the City of Loma Linda (RRND007662) encased within a sixteen inch (16") steel casing

The foregoing Basic License Provisions and the General License Provisions set forth in attached Part II are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

LICENSEE

By: _____

Name Ian Cuthbertson
Title Plant Manager

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____

Janice Rutherford
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____

Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____

Jeffery Hill
Contracts Administrator

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PART II - GENERAL LICENSE PROVISIONS

1. GRANT OF LICENSE/TERM

1.1 Grant of License. SANBAG hereby grants a non-exclusive license to Licensee in, on, over, under, across and along the real property of SANBAG in the location shown in the diagram attached hereto as Exhibit A and described in Item 1 of the Basic License Provisions (the "License Property"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Facility described in Item 9 of the Basic License Provisions, and any usual, necessary and related appurtenances thereto (the "Facility"), for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Facility. In connection with this grant of license, Licensee, its employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SANBAG if necessary for the use of the Facility or the License Property, with the time and manner of such entry and access to be subject to SANBAG's prior written approval. The License Property, adjoining real property of SANBAG and personal property of SANBAG located thereon shall hereinafter collectively be referred to as "SANBAG Property".

1.2 Term of Agreement. The term of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. Unless a specific term of this Agreement is filled in at Item 4.B of the Basic License Provisions, or if Item 4.A is circled, this Agreement shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic License Provisions until terminated by either party on thirty (30) days' prior written notice. If Item 4.B of the Basic License Provisions is filled in, then this Agreement shall be a license for the term specified in said Item 4.B; provided, however, that SANBAG shall have the right to terminate this Agreement prior to the date specified in Item 4.B by delivering thirty (30) days' prior written notice to Licensee, provided that SANBAG, in its sole, reasonable judgment, determines that it then may require possession of the License Property for its primary, transportation-related purposes. The term of this Agreement as provided above is referred to as the "Term".

1.3 Condition of License Property. Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this Agreement is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in good and satisfactory condition as of the Commencement Date.

2. PAYMENTS

2.1 License Fee. As consideration for the rights herein granted, Licensee agrees to pay to SANBAG the amount per month specified in Item 5 of the Basic License Provisions, as such amount may be adjusted as set forth in Section 2.2. If Item 5.B.a of the Basic License Provisions is circled, the one time fee noted therein shall be due and payable

upon execution of this Agreement. If Item 5.B.b of the Basic License Provisions is circled, the fee noted therein shall be due and payable as indicated in that item. If Item 5.A.a of the Basic License Provisions is circled, an amount equal to twelve (12) times the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, annually in advance for the convenience of both parties, without affecting the Term of this Agreement as specified in Section 1.2. If Item 5.A.b of the Basic License Provisions is circled, the first month's Base License Fee noted therein shall be due and payable upon execution of this Agreement. Thereafter, the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term, except that the Base License Fee for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis.

2.2 License Fee Adjustment.

2.2.1 Annual CPI Adjustment. If Item 5.C.a of the Basic License Provisions is circled, then the Base License Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date occurs unless another date(s) is provided in Item 5 of the Basic License Provisions (the "Adjustment Date"). The adjusted Base License Fee as of each Adjustment Date shall be the greater of the Base License Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the CPI figure for the third month preceding the month during which the particular Adjustment Date occurs and the denominator of which is the CPI figure for the month that is three (3) months prior to the month containing the prior Adjustment Date or, if none, the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Riverside/Orange County, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SANBAG.

2.2.2 Fair Market Adjustment. If Item 5.C.b of the Basic License Provisions is circled, then, at intervals of not less than three (3) years, the Base License Fee (as such fee may be adjusted by Section 2.2.1, above) payable under this Section 2 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the License Property as determined by SANBAG in good faith. Such increases shall be effective on an anniversary date of the Commencement Date. SANBAG shall give Licensee written notice of the date and amount of any such adjustment not less than thirty (30) days prior to the applicable anniversary date. If no adjustment is made on the third anniversary of the Commencement Date, an adjustment may nevertheless be made on a subsequent date and thereafter at intervals of not less than three (3) years apart.

2.3 Late Charge. Licensee acknowledges that late payment by Licensee of any payment owed to SANBAG under this Agreement will cause SANBAG to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any payment due from Licensee is not received by SANBAG within five (5) days of when due, Licensee shall pay to SANBAG an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of $500 for each late payment. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that SANBAG will incur by reason of a late payment by Licensee. Acceptance of any late payment charge shall not constitute a waiver of Licensee's default with respect to the overdue payment, nor prevent SANBAG from exercising any of the other rights and remedies available to SANBAG under this Agreement, at law or in equity, including, but not limited to, the interest charge imposed pursuant to Section 24.5.

3. TAXES

Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Facility, the License Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Facility's operations.

4. CONSTRUCTION

Any work performed or caused to be performed by Licensee on the Facility or the License Property shall be performed (a) at Licensee's sole cost and expense; (b) in accordance with any and all applicable laws, rules and regulations (including the SANBAG's rules and regulations), and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SANBAG. Prior to commencement of any construction, reconstruction, installation, restoration, alteration, repair, replacement or removal (other than normal maintenance) (hereinafter, "Work") on the License Property, Licensee shall submit work plans to SANBAG for review and approval. Any such Work must be carried out pursuant to work plans approved in writing by SANBAG. In addition, Licensee shall provide SANBAG with at least 10 calendar days' written notice prior to commencement of any Work on the License Property or the Facility, except in cases of emergency, in which event Licensee shall notify SANBAG's representative personally or by phone prior to commencing any Work. Unless otherwise requested by SANBAG, upon completion of any Work, Licensee shall restore the SANBAG Property to its condition immediately preceding the commencement of such Work.

5. CONTRACTORS; APPROVAL AND INSURANCE

Any contractors of Licensee performing Work on the Facility or the License Property shall first be approved in writing by SANBAG. With respect to such Work, Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by SANBAG, in the amounts and coverage's specified on, and issued by insurance companies as described on, Exhibit "B".

Additionally, Licensee shall cause any and all of its contractors and subcontractors which may (i) be involved with such Work, or (ii) may, for any reason, need to enter onto the License Property to obtain and maintain in full force and effect during the Term of this Agreement, or throughout the term of such Work (as applicable), insurance, as required by SANBAG, in the amounts and coverage's specified on, and issued by insurance companies as described on, Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property.

6. REIMBURSEMENT

Licensee agrees to reimburse SANBAG for all reasonable costs and expenses incurred by SANBAG in connection with Work on or maintenance of the License Property or the Facility, including, but not limited to, costs incurred by SANBAG in furnishing any materials or performing any labor, reviewing Licensee's Work plans and/or inspecting any Work, installing or removing protection beneath or along SANBAG's tracks, furnishing of watchmen, flagmen and inspectors as SANBAG deems necessary and such other items or acts as SANBAG in its sole discretion deems necessary to monitor or aid in compliance with this Agreement.

7. LIENS

Licensee will fully and promptly pay for all materials joined or affixed to the Facility or SANBAG Property, and fully and promptly pay all persons who perform labor upon said Facility or SANBAG Property. Licensee shall not suffer or permit to be filed or enforced against the SANBAG Property or the Facility, or any part thereof, any mechanics', material men's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or Work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SANBAG with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SANBAG from all obligations and claims made against SANBAG for the above described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of SANBAG. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SANBAG in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, SANBAG shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse SANBAG for the cost of such discharge within ten (10) business days after billing. SANBAG reserves the right at any time to post and maintain on the SANBAG Property such notices as may be necessary to protect SANBAG against liability for all such liens and claims. The provisions of this section shall survive the termination of this Agreement.

8. MAINTENANCE AND REPAIR

Licensee, at Licensee's sole expense, shall maintain the License Property and the Facility in a first-class condition during the Term of this Agreement and shall perform all maintenance and clean-up of the License Property and the Facility as necessary to keep the License Property and the Facility in good order and condition, to SANBAG's satisfaction. If any portion of the SANBAG Property, including improvements or fixtures, suffers damage by reason of the access to or use of the License Property, by Licensee, Licensee's Parties or by Licensee's partners, officers or directors, including but not limited to damage arising from any tests or investigations conducted upon the License Property, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the SANBAG Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regarding and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's Parties.

9. LANDSCAPING

If required by SANBAG, then Licensee, at its sole cost and expense, shall install barrier landscaping to shield the Facility from public view. SANBAG shall have the right to review and approve landscaping plans prior to installation. All landscaping work shall be done in accordance with the provisions of Section 4 above.

10. USE

The License Property and the Facility shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be made by Licensee in the use of the License Property, the Facility or the commodity or product being conveyed through the Facility (if any) without SANBAG's prior written approval.

11. ABANDONMENT

Should Licensee at anytime abandon the use of the Facility or the License Property, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this Agreement shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SANBAG shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement.

12. BREACH

Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SANBAG at its option may:

(a) Perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to SANBAG upon demand, or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee and any other person occupying the License Property by lawful means, and again repossess and enjoy the License Property and the Facility, without prejudice to any of the remedies that SANBAG may have under this Agreement, at law or equity by reason of Licensee's default or of such termination.

13. SURRENDER

Upon termination of this Agreement, unless otherwise requested in writing by SANBAG prior to the date of termination, Licensee, at its own cost and expense, shall immediately remove the Facility and restore the SANBAG Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Facility. Should Licensee fail to comply with the requirements of the preceding sentence, SANBAG may at its option (i) perform the same at Licensee's expense, which costs Licensee agrees to pay to SANBAG on demand, or (ii) assume title and ownership of said Facility. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Facility is removed and the SANBAG Property is restored.

14. INDEMNIFICATION

Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SANBAG), and hold harmless SANBAG and its subsidiaries, officers, directors, employees, agents, successors and assigns (individually and collectively, "Indemnities"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnities arising out of or connected in any manner with (i) the acts or omissions to act of the Licensee, or its officers, directors, affiliates, Licensee's Parties or anyone directly or indirectly employed by or for whose acts Licensee is liable (collectively, "Personnel") or invitees of Licensee in connection with the SANBAG Property or arising from the presence upon or performance of activities by Licensee or its Personnel with respect to the SANBAG Property, (ii) bodily injury to or death of any person (including employees of Indemnities) or damage to or loss of use of property resulting from such acts or omissions of Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this Agreement, in each case whether occurring during the Term of this Agreement or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnities, unless caused solely by the gross negligence or willful misconduct of Indemnities; shall survive termination of this Agreement; and is in addition to any other rights or remedies which

Indemnities may have under the law or under this Agreement. Upon request of SANBAG, Licensee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

Claims against the Indemnities by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnities may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a Licensee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

15. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Facility, the SANBAG Property and any other property of, or under the control or custody of, Licensee, which is on or near the License Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the SANBAG Property, accident or fire or other casualty on the SANBAG Property, or electrical discharge, noise or vibration resulting from SANBAG's transit operations on or near the SANBAG Property. The term "SANBAG" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SANBAG's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SANBAG. Licensee, on behalf of itself and its Personnel (as defined in Section 14) as a material part of the consideration for this Agreement, hereby waives all claims and demands against SANBAG for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives the benefit of California Civil Code Section 1542, which provides as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The provisions of this section shall survive the termination of this Agreement.

16. INSURANCE

Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this Agreement insurance as required by SANBAG in the amounts and coverage's specified and issued by insurance companies as described on Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property. Prior to (i) entering the License Property or (ii) performing any Work or maintenance on the License Property, Licensee shall furnish SANBAG with insurance endorsements or certificates evidencing the existence, amounts and coverage's of the insurance required to be maintained hereunder. In most instances, SANBAG does not allow self-insurance, however, if Licensee can demonstrate assets and retention funds meeting

SANBAG's self-insurance requirements, SANBAG may permit Licensee to self-insure, provided, however that the right to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by SANBAG at its sole and absolute discretion. SANBAG shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

17. TESTS AND INSPECTIONS

SANBAG shall have the right at any time to inspect the License Property and the Facility so as to monitor compliance with this Agreement. If, in SANBAG's sole judgment, any installation on, or use or condition of the License Property may have an adverse effect on the SANBAG Property, adjacent property (whether or not owned by SANBAG) or SANBAG operations, SANBAG shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary or useful to evaluate the condition of the License Property. Licensee shall cooperate with SANBAG in any tests or inspections deemed necessary by SANBAG. Licensee shall pay or reimburse SANBAG, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter.

18. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY

Licensee shall operate and maintain the License Property in compliance with all, and shall not cause or permit the License Property to be in violation of any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Except for Hazardous Materials expressly approved by SANBAG in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the SANBAG Property. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

Licensee shall indemnify, defend (by counsel acceptable to SANBAG) and hold harmless the Indemnities (as defined in Section 14) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnities as a result of (a) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Facility or the License Property or contamination of the SANBAG Property or adjacent property (i) which occurs due to the use and occupancy of the Facility or the SANBAG Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnities, unless caused solely by the gross negligence or willful misconduct of Indemnities; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnities may have under the law or under this Agreement.

In addition, in the event of any release on or contamination of the License Property, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SANBAG Property and all affected adjacent property -- whether or not owned by SANBAG) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SANBAG and any governmental authorities having jurisdiction there over.

19. UNDERGROUND STORAGE TANKS

NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SANBAG, WHICH APPROVAL MAY BE WITHHELD IN SANBAG'S SOLE DISCRETION.

At SANBAG's option, upon the termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Materials in, on, under and about the SANBAG Property, in accordance with the requirements of all Environmental Laws and to the satisfaction of SANBAG and any governmental authorities having jurisdiction there over, and deliver to SANBAG a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

20. SUBORDINATE RIGHTS

This Agreement is subject and subordinate to the prior and continuing right and obligation of SANBAG, its successors and assigns, to use the SANBAG Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto SANBAG, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SANBAG Property, and in connection therewith the right to grant and convey to others, rights and interests to the SANBAG Property on the License Property and in the vicinity of Facility. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SANBAG Property now or hereafter, and the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such title exceptions.

21. COMPLIANCE WITH LAWS

Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Facility and the SANBAG Property and shall furnish satisfactory evidence of such compliance promptly upon request of SANBAG. SANBAG may enter the License Property to inspect the Facility at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Facility, at its sole cost and expense.

22. CONDEMNATION

In the event all or any portion of the License Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the Facility. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to SANBAG.

23. MARKERS

Project markers in form and size satisfactory to SANBAG, identifying the Facility and its owners, will be installed and constantly maintained by and at the expense of Licensee at such locations as SANBAG shall designate. Such markers shall be relocated or removed upon request of SANBAG without expense to SANBAG. Absence of markers in or about SANBAG Property does not constitute a warranty by SANBAG of the absence of subsurface installations.

24. GENERAL PROVISIONS

24.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

24.2 Non-Exclusive License. The license granted herein is not exclusive and SANBAG specifically reserves the right to grant other licenses within the License Property.

24.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

24.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the

terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24.5 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SANBAG that is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due SANBAG as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

24.6 Captions. The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

24.7 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all payment obligations with respect to License Fees and all obligations concerning the condition of the SANBAG Property and the Facility.

24.8 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

24.9 Effective Date/Nonbinding Offer. Submission of this License for examination or signature by Licensee does not constitute an offer or option for license and it is not effective as a license or otherwise until executed and delivered by both SANBAG and Licensee. Each individual executing this License on behalf of SANBAG or Licensee represents and warrants to the other party that he or she is authorized to do so.

24.10 Amendment. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

24.11 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SANBAG, which may be withheld in SANBAG's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and give SANBAG the right to immediately terminate this Agreement.

24.12 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

24.13 Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the License Property are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

24.14 Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at SANBAG's sole discretion, the relocation of the Facility and the license granted hereby.

24.15 Termination for Public Project. Licensee hereby expressly recognizes and agrees that the License Property is located on SANBAG property that may be developed for public projects and programs which may be implemented by SANBAG or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects and other public uses (collectively "Project"), and that Licensee's use of the License Property under this License is an interim use. Accordingly, as a condition to entering into this License, SANBAG expressly reserves the right to terminate the License for any of such public Project. Licensee expressly acknowledges and agrees that: (1) SANBAG may terminate this license for any public project; (2) Licensee will **NOT** oppose any public Project when planned or implemented on or adjacent to the License Property; and (3) in the event SANBAG terminates this License and requires Licensee to vacate the License Property for any –public Project, Licensee (a) shall not be entitled to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and (b) shall not be entitled to any compensation under the eminent domain law, as a result of such termination and vacation of the License Property.

Licensee

SANBAG

24.16 Future Need of License Property. If SANBAG shall at any time, or from time to time, so require by written notice thereof to Licensee based on the need of SANBAG, in its sole discretion, for the License Property for its public purposes Licensee shall reconstruct, alter, make changes as required by SANBAG, relocate or remove its Facility at Licensee's sole cost and expense.

24.17 Time of Essence. Time is of the essence.

24.18 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located, this Agreement, any

memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

24.19 Revocable License. Licensee agrees that notwithstanding the improvements made by Licensee to the License Property or other sums expended by Licensee in furtherance of this Agreement, the license granted herein is revocable by SANBAG in accordance with the terms of this Agreement.

24.20 Entire Agreement; Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

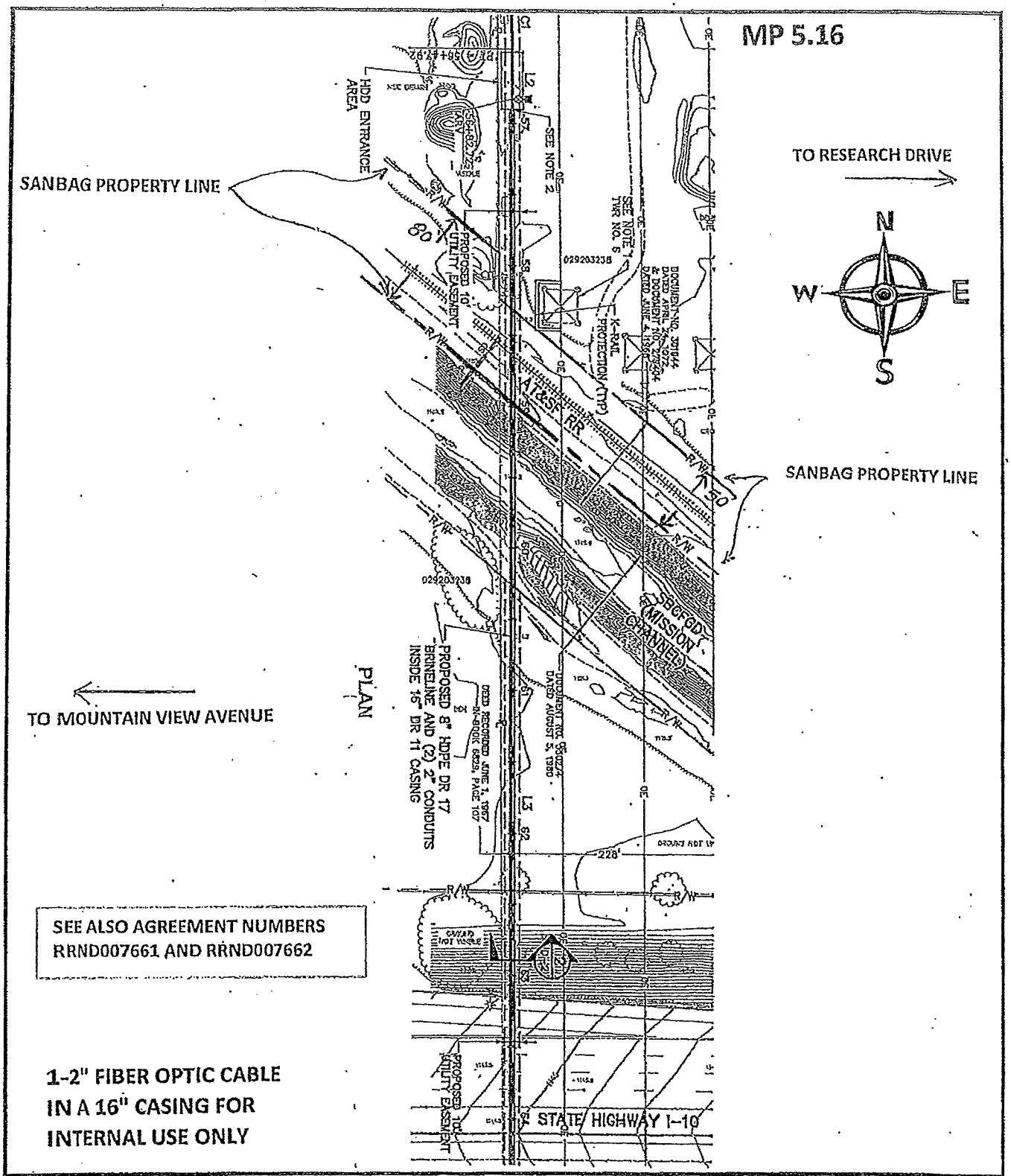
24.21 Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein.

Exhibit "A"

License Property

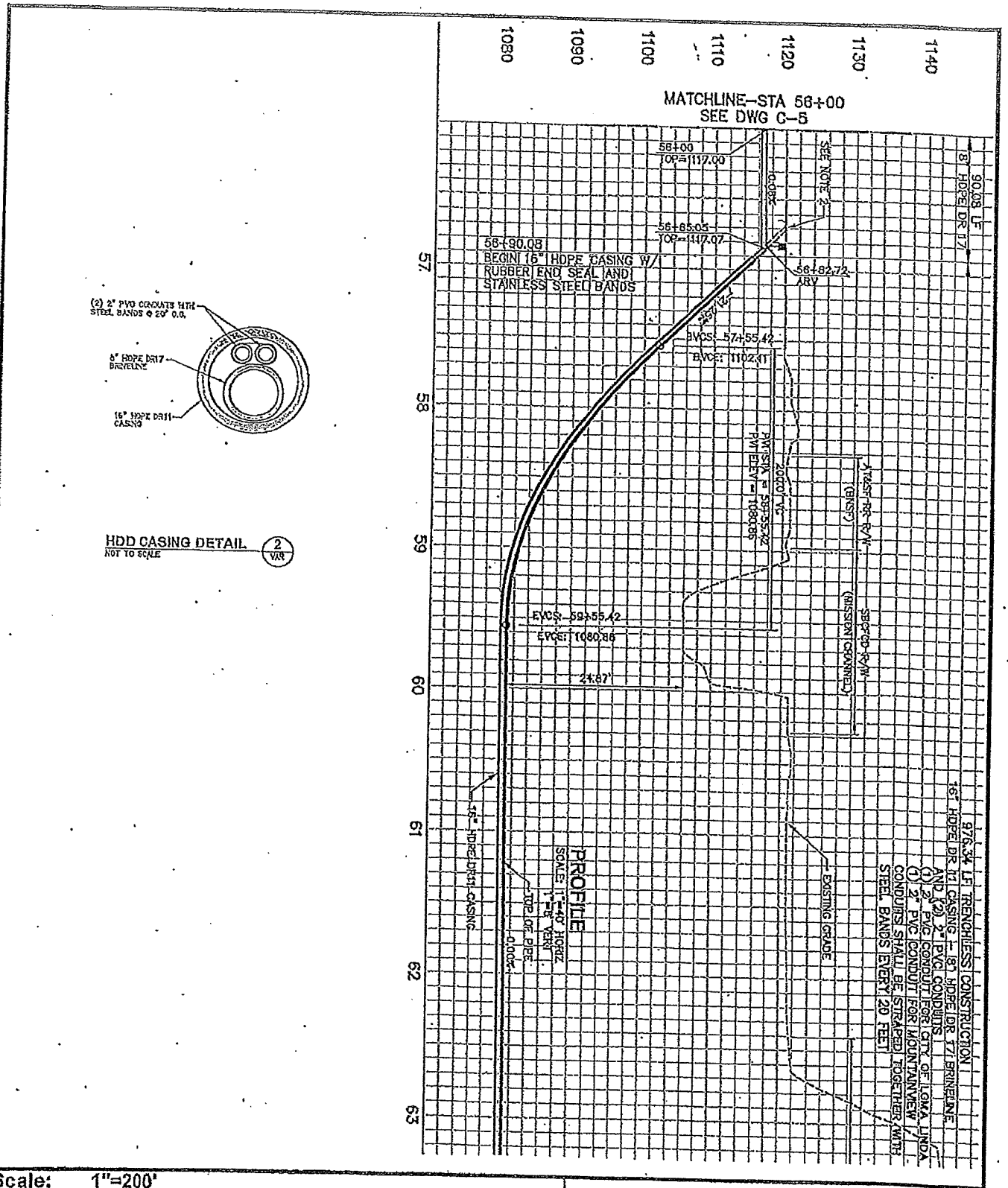
[To Be Inserted]

EXHIBIT "A-1"



Scale: Plan View 1"=100'	SAN BERNARDINO ASSOCIATED GOVERNMENTS
APN: 0292-032-43	1170 W. 3rd. Street, 2nd. Floor
Contract Name: MOUNTAIN VIEW GENERATING STATION	San Bernardino, California 92410-1715
Contract Number: RRND007663	
Date: 10/6/2011	
Thomas Guide: 607 E6 MP 5.16	

EXHIBIT "A-2"



Scale: 1"=200'	SAN BERNARDINO ASSOCIATED GOVERNMENTS
APN: 0292-032-43	1170 W. 3rd. Street, 2nd. Floor
Contract Name: MOUNTAIN VIEW GENERATING STATION	San Bernardino, California 92410-1715
Contract Number: RRND007663	
Date: 10/6/2011	
Thomas Guide: 607 E6 MP RND 5.16	

Exhibit "B-1"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

Lessee, Licensee, or Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of SANBAG property hereunder by the Lessee, Licensee, or Permittee, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ☒ Insurance Services Office Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- ☒ Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☐ Course of Construction insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any tenant improvements or betterments.
- ☐ Insurance Services Office Railroad Protective Liability
- ☐ Contractor's Pollution Liability with coverage for:

    a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

    b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

    c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and

    d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

Lessee, Licensee, or Permittee shall maintain limits no less than:

- ☒ General Liability: *$2,000,000* per occurrence for bodily injury, personal injury and property damage.
- ☒ If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☒ Automobile Liability: *$1,000,000* per accident for bodily injury and property damage.
- ☐ Employer's Liability: *$1,000,000* per accident for bodily injury or disease.
- ☐ Course of Construction: Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.
- ☐ Railroad Protective Liability: *$2,000,000* per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- ☐ Contractors Pollution Liability: *$1,000,000* per occurrence *$2,000,000* annual aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by SANBAG. At the option of SANBAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SANBAG, its officials and employees; or the Lessee, Licensee, or Permittee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

Exhibit "B-2"

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. SANBAG, its subsidiaries, officials and employees are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Lessee, Licensee, or Permittee; products and completed operations of the Lessee, Licensee, or Permittee; premises owned, occupied or used by the Lessee, Licensee, or Permittee; and automobiles owned, leased, hired or borrowed by the Lessee, Licensee, or Permittee. The coverage shall contain no special limitations on the scope of protection afforded to SANBAG, its subsidiaries, officials and employees.

2. For any claims related to this project, the Lessee, Licensee, or Permittee' s insurance coverage shall be primary insurance as respects SANBAG, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SANBAG, its subsidiaries, officials and employees shall be excess of the contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SANBAG, its subsidiaries, officials and employees.

4. The Lessee, Licensee, or Permittee' s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SANBAG.

6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the SANBAG, its Subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

Course of construction policies shall contain the following provisions:

1. SANBAG shall be named as loss payee.
2. The insurer shall waive all rights subrogation against SANBAG.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SANBAG.

Verification of Coverage

Lessee, Licensee, or Permittee shall furnish SANBAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the SANBAG before work commences. As an alternative, the Lessee, Licensee, or Permittee may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Contractors and Subcontractors

Lessee, Licensee, or Permittee shall include all contractors and subcontractors as insured's under its policies or require certificates and endorsements for each contractor and subcontractor. All coverage's for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by SANBAG.

Exhibit "C"

Permitted Hazardous Materials

No hazardous materials are permitted to be used or stored on License Property.

Exhibit "D-1"

SANBAG General Notes

1. All personnel entering the railroad right-of-way shall comply with SANBAG and BNSF requirements. Failure to comply will be grounds for termination of work and revocation of the Right-of-Entry (ROE) permit.
2. Prior to the start of construction and at the contractor's expense, all personnel including subcontractors and third parties shall complete BNSF's Contractor Safety Training course.
3. The ROE permittee shall pay for all flagging, inspections, and review costs as required in the ROE permit. Work beyond the hours of 7 am to 5 pm, Monday through Friday, will be charged at 1.5 times the standard hourly rate.
4. The contractor shall adhere to all requirements set forth by SANBAG, BNSF, the ROE permit, project plans and specifications, and the job site BNSF flagman/Employee-in-Charge(EIC). The BNSF flagman/EIC has sole responsibility to protect the railroad infrastructure and operations. At all times, the Contractor shall follow the flagman/EIC's direction.
5. All persons entering the railroad right-of-way shall have taken the BNSF safety training course.
6. No work shall be performed within the railroad right-of-way without a Right-of-Entry permit, flag requests submitted to BNSF, and a BNSF flagman/EIC present during all construction and related activities.
7. The contractor shall comply with all environmental and third party permits as required by the work.
8. The contractor shall make the necessary arrangements for each equipment operator to have constant and direct radio contact with their foreman. The foreman will in turn have constant and direct contact with the BNSF flagman/EIC.
9. The contractor shall have the permitted stamped set of plans on-site. Work will be terminated by SANBAG should no stamped plans be on-site.
10. The contractor shall contact Maureen Lucey-Smith at Epic Land Solutions, SANBAG's property administrator, (951) 321-4744, 48-hours in advance for any inspections required in the ROE permit.
11. The movement of trains is unpredictable. Trains may approach the job site in any direction, at any speed, at any time, and may stop and occupy the track within the contractor's work zone for an undetermined period of time.
12. No personnel shall cross any track without the approval from the BNSF flagman/EIC.
13. Only the BNSF flagman/EIC is permitted to perform flagging operations within the railroad right-of-way.

EXHIBIT "D-2"

SANBAG JACK AND BORE GENERAL NOTES (Redlands Branchline)

1. See SANBAG General Notes for addition requirements.
2. The Contractor shall layout the proposed jack and bore pits prior to the commencement of work. Only after the SANBAG inspector has approved the layout will the Contractor be allowed to begin work.
3. Jacking and receiving pits shall be constructed outside of the railroad right-of-way unless otherwise shown on the SANBAG approved plans.
4. At no time shall any contractor be permitted to cross any track without the permission from the railroad flagman.
5. All jack and bore operations within the railroad right-of-way shall be performed continuously on a 24-hour basis until work is completed with a SANBAG or BNSF flagman and SANBAG inspector present at all times. Should work begin without the flagman and inspector present, the work will be halted and any casing installed will be abandoned in place, pressure grouted full, and capped to the satisfaction of the SANBAG.
6. The contractor shall construct a temporary fence along the railroad right-of-way, or along the edge of pits closest to the track, extending 50-feet in both directions from the pit. Fences are not required for work at grade crossings.
7. Pits shall be fenced on sides.
8. The Contractor/permitee shall provide SANBAG with as-built drawings prior to the release of any deposited fund balance.
9. The Contractor shall submit to SANBAG for review, drawings and calculations for any shoring that may be influenced by the railroad tracks. All drawings and calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
10. Prior to commencement of work, the Contractor shall submit to SANBAG for review, load calculations for the proposed jacking casing with applied load as defined by Cooper E-80 with a 50% added impact load. The calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
11. It shall be the Contractor's responsibility to contact Underground Alert prior to the commencement of construction. At the same time, the contractor shall notify BNSF for railroad signal mark-outs.
12. All backfilling shall be at 90% relative dry compaction. For areas within or that affect the railroad right-of-way, the contractor shall submit a compaction report prepared by a California licensed Geotechnical Professional Engineer prior to release of any deposited fund balance.
13. Prior to the commencement of work, the Contractor shall submit to SANBAG for review, a description of the work process including scheduled activities.
14. The Contractor shall remove all temporary facilities constructed on the railroad right-of-way, debris, and other items not originally at the site prior to construction and shall notify SANBAG that all construction has been completed. After as-builts have been received, SANBAG inspects the construction site and signs-off the work, SANBAG will release any unused deposit funds.
15. The Contractor or contracting party, shall obtain all permits necessary for the proposed project including but not limited to encroachment, SWPPP, and environmental permits, and third-party utility permits.

Exhibit "D-3"

INTERIM GUIDELINES FOR HORIZONTAL DIRECTIONAL DRILLING (HDD) UNDER UNION PACIFIC RAILROAD RIGHT-OF-WAY

Preface: The American Railway Engineering and Maintenance-of-Way Association (AREMA) has assigned a working committee to develop a recommended railroad industry practice for horizontal directional drilling (HDD) under railroad rights-of-way. These interim guidelines are issued by the Union Pacific Railroad (UPRR) pending completion of the AREMA recommended practice, at which time UPRR will review and determine whether to adopt it.

Scope: All pipelines proposed for installation under UPRR right-of-way and trackage using HDD. Fiber optics installation under the jurisdiction of the UPRR Information Technologies (IT) Department with 10inch or smaller diameter casing pipe shall follow the guidelines outlined in the current version of the "Fiber Optic Engineering, Construction and Maintenance" Standard Manual.

1. For all liquid or gas pipelines, only steel pipe may be installed under tracks or UPRR right-of-way utilizing HDD. The pipe may be used as a carrier pipe or a casing pipe. Plastic carrier pipe, if used, must be installed in a steel casing.

2. For all liquid or gas installations or for nominal pipe sizes exceeding 6 in., minimum cover (measured from base of rail to top of pipe) shall be 25 ft, regardless of product. For fiber optics or electrical installations, with casing/conduit nominal size of 6 in. or less, minimum cover shall be 15 ft.

3. Applicant submittal shall include actual planned depth of pipe under each railroad track.

4. Applicant must provide pipe specifications. Pipe must satisfy AREMA recommendations and all applicable government and industry regulations.

5. Applicant must provide qualifications of drilling contractor including specific instances of previous successful experience in drilling under sensitive surface facilities.

6. Prior to commencement of drilling:

- The contractor must submit an Installation Plan that describes the anticipated rig capacity, the proposed equipment and the method for advancing the borehole through expected soil conditions, angles, depth and exact location of the exit ditch, the pilot hole diameter, the proposed reaming plan, including the number and diameter of pre-reams/back-reams and diameter of the final reamed borehole, and the contingency equipment and plans for dealing with soil conditions that a soil engineer could reasonably expect to be encountered at the proposed HDD installation site.

- The Installation Plan will also address the anticipated hours of operation during the HDD
  Bore hole drilling and installation process, the minimum number of personnel, and their responsibilities on-duty and on-site during all HDD drilling operations.

- The contractor must provide a detailed Fracture Mitigation (frac-out) Plan including method of monitoring and capturing the return of drilling fluids with particular attention to prevention of inadvertent escape of drilling fluids where they could undermine the Railroad tracks.

- Establish a Survey Grid Line and provide a program of monitoring and documenting the actual location of the borehole during drilling operations.

7. A railroad observer and an applicant inspector are required to monitor the ground, ballast, and track for movement during the drilling, reaming, and pullback processes. All work within the Railroad right-of-way must be coordinated with the Railroad flagger. The installation process and all train movement must be immediately stopped if movement is detected. The damaged area must be immediately reported to the Railroad and immediately repaired subject to Railroad review and approval. The installation process must be reviewed and modified as required before the installation may proceed. Applicant must pay Railroad's expenses for review, observation of installation, and flagging.

8. Upon completion of the HDD installation work, the contractor shall provide an accurate as-built drawing of the installed HDD segment. As-built drawings will include both horizontal and profile plans.

Union Pacific Railroad
Office of AVP Engineering Design
26 July 2006

Exhibit "D-4"

Additional Provisions

1. **Paving and Fencing.** Licensee will pave License area with asphalt or concrete, and Licensee will construct a chain link fence (or better quality) measuring a minimum of six (6) feet high around the entire perimeter of Premises described in Exhibit "A". Licensee shall be responsible for the total expense of fencing and asphalt.

2. **Importation of Soil/Fill Dirt.** Licensee shall not bring upon or use any Import Soil on the Premises in conjunction with any purposes allowed under this Agreement, until said Import Soil has been laboratory tested by a *certified hazardous waste testing laboratory* and the test results have been approved by SANBAG's Environmental Consultant. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as Clean Soil to the reasonable satisfaction of SANBAG's Environmental Consultant.

3. **Maintenance of Premises.** Licensee shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking, graffiti and occupancy by transients/homeless persons or individuals. Licensee shall be fully responsible for ALL maintenance and maintenance that is required or necessary in connection with Licensee's use of Premises.

4. **Protection of Underground and Aboveground Installations.** Licensee shall ensure that it and Licensee's Parties protect, from and against any and all damage, all underground and aboveground installations and improvements, such as pipes, fiber optic lines and wires, which may be impacted by any work or any use of the Premises by Licensee.

5. **Improvements.** Both Licensee and SANBAG acknowledge that the Premises is Licensed in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Licensee's needs will be the sole responsibility of the Licensee. No permanent structures may be constructed on the premises without SANBAG's prior written approval. Licensee will be responsible for the removal of all permitted improvements upon termination of License.

6. **Utilities.** Licensee shall pay for any and all utilities for its benefit, security and use.

7. **Warranties.** SANBAG makes no warranties as to the suitability of the location for Licensee's intended use as to zoning, visibility, traffic count or any other factors which may cause Licensee to want to License the premises.

8. **Zoning or Permitting.** Any permits, inspection fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, or any labor expenses for the installation or maintenance of any permitted improvements are the Licensee's sole responsibility. Copies of permits are to be readily available for inspection by SANBAG personnel.

9. Signage. NO SIGNS PERMITTED on, or along the perimeter of the Premises unless such signs were requested and approved under your original proposal and covered by the required insurance.

Licensee	SANBAG

Initials

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12236 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and Southern California Edison dba: Mountainview Generating Station

Contract Description License agreements to cross SANBAG railroad right-of-way with Southern California Edison (dba) Mountain View Generating Station.

Board of Director's Meeting Date: July 11, 2012

Overview of BOD Action: Approve Contract No. C12236 with Southern California Edison, dba: Mountain View Generating Station for the installation, operation maintenance and with the administrative fee and annual license fees paid under Contract No. C12235.

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

CONTRACT OVERVIEW

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

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
5/2/12		

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

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. NA.

☐ A Budget Amendment is required. No, this is a no dollar contract

How are we funding current FY?

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

Provide Brief Overview of the ***Overall*** *Funding for the duration of the Contract:*

☐ Payable ☐ Receivable

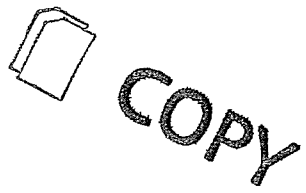
CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes: ☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Mitch Alderman	M. A. Alderman	6/15/12
Task Manager (Print Name)	Signature	Date
Mitch Alderman	M. A. Alderman	6/15/12
Project Manager (Print Name)	Signature	Date
Jeffery Hill		6/15/12
Contracts Manager (Print Name)	Signature	Date
Hilda Flores for Bill Stawarski	Hilda Flores for Bill Stawarski	6/15/12
Chief Financial Officer Signature (Print Name)	Signature	Date

File: RRND007663



CONTRACT NO: C12236

By and Between

San Bernardino Associated Government/ San Bernardino County Transportation Authority/San Bernardino County Transportation Commission

And

Southern California Edison DBA: Mountainview Generating Station

For

License Agreement

File: RRND007663

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into as of _____, 20___ by and between the **SAN BERNARDINO ASSOCIATED GOVERNMENTS/ SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY/ SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION**, a public agency existing under the authority of the laws of the State of California ("SANBAG"), and **SOUTHERN CALIFORNIA EDISON, DBA: MOUNTAINVIEW GENERATING STATION** a corporation of the State of California, ("LICENSEE"), upon and in consideration of the agreements, covenants, terms and conditions below:

PART I

BASIC LICENSE PROVISIONS

1. Description of License Property:
An underground parcel of land 10' wide crossing the Right of Way at a location approximately 1,890'± easterly from Mountain View Avenue and approximately 630' westerly of the center line of Bryn Mawr Avenue, southerly of Lugonia Avenue on SANBAG property commonly known as the Redlands Subdivision in the City of Redlands, County of San Bernardino
Approximate area:
Seven Hundred Square Feet (700 Sq. Ft.) (§1.1)

2. Use of License Property:
Installation, operation, maintenance and repair of one (1) two inch (2") conduit for a future fiber optic cable containing up to one hundred forty four (144) fiber strands for internal use only and to be encased within a sixteen inch (16") steel casing, and no other uses

(§1.1, §10)

Said conduit will be installed as an empty duct for future use by Mountainview Power Generating Company who agrees that thirty days prior to placing cabling in the conduits, Mountainview will notify SANBAG of their installation plans. Failure to comply with the notification to SANBAG as discovered by a physical audit by their representatives will result in a penalty equal to the sum of three times the annual rate normally charged.

3. Commencement Date:
December 15, 2011 (§1.2)

4. Term (circle one):

(A.) Month-to-month

B. ~~N/A months, ending N/A 20 N/A, unless canceled by SANBAG as provided in Section 1.2 on 30 days' notice~~ (§1.2)

5. License Fees:

A. Base License Fee:

$N/A, payable (circle one):

a. ~~Annually in advance~~

b. ~~Monthly in advance~~ (§2.1)

(B.) Additional License Fee:

(a.) One time fee: Paid under RRND007661

b. ~~Other fees:~~ $N/A (§2.1)

C. Base License Fee Adjustment Dates (Not applicable)

a. ~~Annually based on CPI commencing January 1, 2013~~

b. ~~At intervals of not less than three (3) years based on current fair market rent~~ (§2.2)

6. Insurance Amount (See Exhibit "B") (§16)

7. SANBAG's Address:
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715 (§24.1)

8. Licensee's Address:
Southern California Edison Company
DBA: Mountainview Generating Station
2494 W. San Bernardino Avenue
Redlands, California 92374 (§24.1)
Attn: Steven R. Johnson
Technical Manager

9. Facility:
One (1) two inch (2") conduit for a future fiber optic cable (§1.1)

Facility to be installed in conjunction with one (1) eight inch (8") HDPE Brineline (RRND007661) and one (1) two inch (2") fiber optic cable for Mountainview Generating Station (RRND007663) and one (1) two inch (2") fiber optic cable for the City of Loma Linda (RRND007662) encased within a sixteen inch (16") steel casing

The foregoing Basic License Provisions and the General License Provisions set forth in attached Part II are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

LICENSEE

By: _____

Name Ian Cuthbertson
Title Plant Manager

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____

Janice Rutherford
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____

Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____

Jeffery Hill
Contracts Administrator

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PART II - GENERAL LICENSE PROVISIONS

1. GRANT OF LICENSE/TERM

1.1 Grant of License. SANBAG hereby grants a non-exclusive license to Licensee in, on, over, under, across and along the real property of SANBAG in the location shown in the diagram attached hereto as Exhibit A and described in Item 1 of the Basic License Provisions (the "License Property"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Facility described in Item 9 of the Basic License Provisions, and any usual, necessary and related appurtenances thereto (the "Facility"), for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Facility. In connection with this grant of license, Licensee, its employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SANBAG if necessary for the use of the Facility or the License Property, with the time and manner of such entry and access to be subject to SANBAG's prior written approval. The License Property, adjoining real property of SANBAG and personal property of SANBAG located thereon shall hereinafter collectively be referred to as "SANBAG Property".

1.2 Term of Agreement. The term of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. Unless a specific term of this Agreement is filled in at Item 4.B of the Basic License Provisions, or if Item 4.A is circled, this Agreement shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic License Provisions until terminated by either party on thirty (30) days' prior written notice. If Item 4.B of the Basic License Provisions is filled in, then this Agreement shall be a license for the term specified in said Item 4.B; provided, however, that SANBAG shall have the right to terminate this Agreement prior to the date specified in Item 4.B by delivering thirty (30) days' prior written notice to Licensee, provided that SANBAG, in its sole, reasonable judgment, determines that it then may require possession of the License Property for its primary, transportation-related purposes. The term of this Agreement as provided above is referred to as the "Term".

1.3 Condition of License Property. Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this Agreement is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in good and satisfactory condition as of the Commencement Date.

2. PAYMENTS

2.1 License Fee. As consideration for the rights herein granted, Licensee agrees to pay to SANBAG the amount per month specified in Item 5 of the Basic License Provisions, as such amount may be adjusted as set forth in Section 2.2. If Item 5.B.a of the Basic License Provisions is circled, the one-time fee noted therein shall be due and payable

upon execution of this Agreement. If Item 5.B.b of the Basic License Provisions is circled, the fee noted therein shall be due and payable as indicated in that item. If Item 5.A.a of the Basic License Provisions is circled, an amount equal to twelve (12) times the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, annually in advance for the convenience of both parties, without affecting the Term of this Agreement as specified in Section 1.2. If Item 5.A.b of the Basic License Provisions is circled, the first month's Base License Fee noted therein shall be due and payable upon execution of this Agreement. Thereafter, the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term, except that the Base License Fee for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis.

2.2 License Fee Adjustment.

2.2.1 Annual CPI Adjustment. If Item 5.C.a of the Basic License Provisions is circled, then the Base License Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date occurs unless another date(s) is provided in Item 5 of the Basic License Provisions (the "Adjustment Date"). The adjusted Base License Fee as of each Adjustment Date shall be the greater of the Base License Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the CPI figure for the third month preceding the month during which the particular Adjustment Date occurs and the denominator of which is the CPI figure for the month that is three (3) months prior to the month containing the prior Adjustment Date or, if none, the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Riverside/Orange County, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SANBAG.

2.2.2 Fair Market Adjustment. If Item 5.C.b of the Basic License Provisions is circled, then, at intervals of not less than three (3) years, the Base License Fee (as such fee may be adjusted by Section 2.2.1, above) payable under this Section 2 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the License Property as determined by SANBAG in good faith. Such increases shall be effective on an anniversary date of the Commencement Date. SANBAG shall give Licensee written notice of the date and amount of any such adjustment not less than thirty (30) days prior to the applicable anniversary date. If no adjustment is made on the third anniversary of the Commencement Date, an adjustment may nevertheless be made on a subsequent date and thereafter at intervals of not less than three (3) years apart.

2.3 Late Charge. Licensee acknowledges that late payment by Licensee of any payment owed to SANBAG under this Agreement will cause SANBAG to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any payment due from Licensee is not received by SANBAG within five (5) days of when due, Licensee shall pay to SANBAG an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of $500 for each late payment. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that SANBAG will incur by reason of a late payment by Licensee. Acceptance of any late payment charge shall not constitute a waiver of Licensee's default with respect to the overdue payment, nor prevent SANBAG from exercising any of the other rights and remedies available to SANBAG under this Agreement, at law or in equity, including, but not limited to, the interest charge imposed pursuant to Section 24.5.

3. TAXES

Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Facility, the License Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Facility's operations.

4. CONSTRUCTION

Any work performed or caused to be performed by Licensee on the Facility or the License Property shall be performed (a) at Licensee's sole cost and expense; (b) in accordance with any and all applicable laws, rules and regulations (including the SANBAG's rules and regulations), and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SANBAG. Prior to commencement of any construction, reconstruction, installation, restoration, alteration, repair, replacement or removal (other than normal maintenance) (hereinafter, "Work") on the License Property, Licensee shall submit work plans to SANBAG for review and approval. Any such Work must be carried out pursuant to work plans approved in writing by SANBAG. In addition, Licensee shall provide SANBAG with at least 10 calendar days' written notice prior to commencement of any Work on the License Property or the Facility, except in cases of emergency, in which event Licensee shall notify SANBAG's representative personally or by phone prior to commencing any Work. Unless otherwise requested by SANBAG, upon completion of any Work, Licensee shall restore the SANBAG Property to its condition immediately preceding the commencement of such Work.

5. CONTRACTORS; APPROVAL AND INSURANCE

Any contractors of Licensee performing Work on the Facility or the License Property shall first be approved in writing by SANBAG. With respect to such Work, Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by SANBAG, in the amounts and coverage's specified on, and issued by insurance companies as described on, Exhibit "B".

Additionally, Licensee shall cause any and all of its contractors and subcontractors which may (i) be involved with such Work, or (ii) may, for any reason, need to enter onto the License Property to obtain and maintain in full force and effect during the Term of this Agreement, or throughout the term of such Work (as applicable), insurance, as required by SANBAG, in the amounts and coverage's specified on, and issued by insurance companies as described on, Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property.

6. REIMBURSEMENT

Licensee agrees to reimburse SANBAG for all reasonable costs and expenses incurred by SANBAG in connection with Work on or maintenance of the License Property or the Facility, including, but not limited to, costs incurred by SANBAG in furnishing any materials or performing any labor, reviewing Licensee's Work plans and/or inspecting any Work, installing or removing protection beneath or along SANBAG's tracks, furnishing of watchmen, flagmen and inspectors as SANBAG deems necessary and such other items or acts as SANBAG in its sole discretion deems necessary to monitor or aid in compliance with this Agreement.

7. LIENS

Licensee will fully and promptly pay for all materials joined or affixed to the Facility or SANBAG Property, and fully and promptly pay all persons who perform labor upon said Facility or SANBAG Property. Licensee shall not suffer or permit to be filed or enforced against the SANBAG Property or the Facility, or any part thereof, any mechanics', material men's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or Work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SANBAG with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SANBAG from all obligations and claims made against SANBAG for the above described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of SANBAG. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SANBAG in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, SANBAG shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse SANBAG for the cost of such discharge within ten (10) business days after billing. SANBAG reserves the right at any time to post and maintain on the SANBAG Property such notices as may be necessary to protect SANBAG against liability for all such liens and claims. The provisions of this section shall survive the termination of this Agreement.

8. MAINTENANCE AND REPAIR

Licensee, at Licensee's sole expense, shall maintain the License Property and the Facility in a first-class condition during the Term of this Agreement and shall perform all maintenance and clean-up of the License Property and the Facility as necessary to keep the License Property and the Facility in good order and condition, to SANBAG's satisfaction. If any portion of the SANBAG Property, including improvements or fixtures, suffers damage by reason of the access to or use of the License Property, by Licensee, Licensee's Parties or by Licensee's partners, officers or directors, including but not limited to damage arising from any tests or investigations conducted upon the License Property, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the SANBAG Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's Parties.

9. LANDSCAPING

If required by SANBAG, then Licensee, at its sole cost and expense, shall install barrier landscaping to shield the Facility from public view. SANBAG shall have the right to review and approve landscaping plans prior to installation. All landscaping work shall be done in accordance with the provisions of Section 4 above.

10. USE

The License Property and the Facility shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be made by Licensee in the use of the License Property, the Facility or the commodity or product being conveyed through the Facility (if any) without SANBAG's prior written approval.

11. ABANDONMENT

Should Licensee at anytime abandon the use of the Facility or the License Property, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this Agreement shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SANBAG shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement.

12. BREACH

Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SANBAG at its option may:

(a) Perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to SANBAG upon demand, or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee and any other person occupying the License Property by lawful means, and again repossess and enjoy the License Property and the Facility, without prejudice to any of the remedies that SANBAG may have under this Agreement, at law or equity by reason of Licensee's default or of such termination.

13. SURRENDER

Upon termination of this Agreement, unless otherwise requested in writing by SANBAG prior to the date of termination, Licensee, at its own cost and expense, shall immediately remove the Facility and restore the SANBAG Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Facility. Should Licensee fail to comply with the requirements of the preceding sentence, SANBAG may at its option (i) perform the same at Licensee's expense, which costs Licensee agrees to pay to SANBAG on demand, or (ii) assume title and ownership of said Facility. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Facility is removed and the SANBAG Property is restored.

14. INDEMNIFICATION

Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SANBAG), and hold harmless SANBAG and its subsidiaries, officers, directors, employees, agents, successors and assigns (individually and collectively, "Indemnities"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnities arising out of or connected in any manner with (i) the acts or omissions to act of the Licensee, or its officers, directors, affiliates, Licensee's Parties or anyone directly or indirectly employed by or for whose acts Licensee is liable (collectively, "Personnel") or invitees of Licensee in connection with the SANBAG Property or arising from the presence upon or performance of activities by Licensee or its Personnel with respect to the SANBAG Property, (ii) bodily injury to or death of any person (including employees of Indemnities) or damage to or loss of use of property resulting from such acts or omissions of Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this Agreement, in each case whether occurring during the Term of this Agreement or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnities, unless caused solely by the gross negligence or willful misconduct of Indemnities; shall survive termination of this Agreement; and is in addition to any other rights or remedies which

Indemnities may have under the law or under this Agreement. Upon request of SANBAG, Licensee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

Claims against the Indemnities by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnities may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a Licensee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

15. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Facility, the SANBAG Property and any other property of, or under the control or custody of, Licensee, which is on or near the License Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the SANBAG Property, accident or fire or other casualty on the SANBAG Property, or electrical discharge, noise or vibration resulting from SANBAG's transit operations on or near the SANBAG Property. The term "SANBAG" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SANBAG's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SANBAG. Licensee, on behalf of itself and its Personnel (as defined in Section 14) as a material part of the consideration for this Agreement, hereby waives all claims and demands against SANBAG for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives the benefit of California Civil Code Section 1542, which provides as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The provisions of this section shall survive the termination of this Agreement.

16. INSURANCE

Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this Agreement insurance as required by SANBAG in the amounts and coverage's specified and issued by insurance companies as described on Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property. Prior to (i) entering the License Property or (ii) performing any Work or maintenance on the License Property, Licensee shall furnish SANBAG with insurance endorsements or certificates evidencing the existence, amounts and coverage's of the insurance required to be maintained hereunder. In most instances, SANBAG does not allow self-insurance, however, if Licensee can demonstrate assets and retention funds meeting

SANBAG's self-insurance requirements, SANBAG may permit Licensee to self-insure, provided, however that the right to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by SANBAG at its sole and absolute discretion. SANBAG shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

17. TESTS AND INSPECTIONS

SANBAG shall have the right at any time to inspect the License Property and the Facility so as to monitor compliance with this Agreement. If, in SANBAG's sole judgment, any installation on, or use or condition of the License Property may have an adverse effect on the SANBAG Property, adjacent property (whether or not owned by SANBAG) or SANBAG operations, SANBAG shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary or useful to evaluate the condition of the License Property. Licensee shall cooperate with SANBAG in any tests or inspections deemed necessary by SANBAG. Licensee shall pay or reimburse SANBAG, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter.

18. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY

Licensee shall operate and maintain the License Property in compliance with all, and shall not cause or permit the License Property to be in violation of any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Except for Hazardous Materials expressly approved by SANBAG in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the SANBAG Property. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

Licensee shall indemnify, defend (by counsel acceptable to SANBAG) and hold harmless the Indemnities (as defined in Section 14) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnities as a result of (a) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Facility or the License Property or contamination of the SANBAG Property or adjacent property (i) which occurs due to the use and occupancy of the Facility or the SANBAG Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnities, unless caused solely by the gross negligence or willful misconduct of Indemnities; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnities may have under the law or under this Agreement.

In addition, in the event of any release on or contamination of the License Property, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SANBAG Property and all affected adjacent property -- whether or not owned by SANBAG) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SANBAG and any governmental authorities having jurisdiction there over.

19. UNDERGROUND STORAGE TANKS

NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SANBAG, WHICH APPROVAL MAY BE WITHHELD IN SANBAG'S SOLE DISCRETION.

At SANBAG's option, upon the termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Materials in, on, under and about the SANBAG Property, in accordance with the requirements of all Environmental Laws and to the satisfaction of SANBAG and any governmental authorities having jurisdiction there over, and deliver to SANBAG a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

20. SUBORDINATE RIGHTS

This Agreement is subject and subordinate to the prior and continuing right and obligation of SANBAG, its successors and assigns, to use the SANBAG Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto SANBAG, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SANBAG Property, and in connection therewith the right to grant and convey to others, rights and interests to the SANBAG Property on the License Property and in the vicinity of Facility. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SANBAG Property now or hereafter, and the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such title exceptions.

21. COMPLIANCE WITH LAWS

Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Facility and the SANBAG Property and shall furnish satisfactory evidence of such compliance promptly upon request of SANBAG. SANBAG may enter the License Property to inspect the Facility at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Facility, at its sole cost and expense.

22. CONDEMNATION

In the event all or any portion of the License Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the Facility. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to SANBAG.

23. MARKERS

Project markers in form and size satisfactory to SANBAG, identifying the Facility and its owners, will be installed and constantly maintained by and at the expense of Licensee at such locations as SANBAG shall designate. Such markers shall be relocated or removed upon request of SANBAG without expense to SANBAG. Absence of markers in or about SANBAG Property does not constitute a warranty by SANBAG of the absence of subsurface installations.

24. GENERAL PROVISIONS

24.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

24.2 Non-Exclusive License. The license granted herein is not exclusive and SANBAG specifically reserves the right to grant other licenses within the License Property.

24.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

24.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the

terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24.5 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SANBAG that is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due SANBAG as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

24.6 Captions. The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

24.7 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all payment obligations with respect to License Fees and all obligations concerning the condition of the SANBAG Property and the Facility.

24.8 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

24.9 Effective Date/Nonbinding Offer. Submission of this License for examination or signature by Licensee does not constitute an offer or option for license, and it is not effective as a license or otherwise until executed and delivered by both SANBAG and Licensee. Each individual executing this License on behalf of SANBAG or Licensee represents and warrants to the other party that he or she is authorized to do so.

24.10 Amendment. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

24.11 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SANBAG, which may be withheld in SANBAG's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and give SANBAG the right to immediately terminate this Agreement.

24.12 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

24.13 Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the License Property are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

24.14 Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at SANBAG's sole discretion, the relocation of the Facility and the license granted hereby.

24.15 Termination for Public Project. Licensee hereby expressly recognizes and agrees that the License Property is located on SANBAG property that may be developed for public projects and programs which may be implemented by SANBAG or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects and other public uses (collectively "Project"), and that Licensee's use of the License Property under this License is an interim use. Accordingly, as a condition to entering into this License, SANBAG expressly reserves the right to terminate the License for any of such public Project. Licensee expressly acknowledges and agrees that: (1) SANBAG may terminate this license for any public project; (2) Licensee will **NOT** oppose any public Project when planned or implemented on or adjacent to the License Property; and (3) in the event SANBAG terminates this License and requires Licensee to vacate the License Property for any –public Project, Licensee (a) shall not be entitled to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and (b) shall not be entitled to any compensation under the eminent domain law, as a result of such termination and vacation of the License Property.

Licensee

SANBAG

24.16 Future Need of License Property. If SANBAG shall at any time, or from time to time, so require by written notice thereof to Licensee based on the need of SANBAG, in its sole discretion, for the License Property for its public purposes Licensee shall reconstruct, alter, make changes as required by SANBAG, relocate or remove its Facility at Licensee's sole cost and expense.

24.17 Time of Essence. Time is of the essence.

24.18 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located, this Agreement, any

memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

24.19 Revocable License. Licensee agrees that notwithstanding the improvements made by Licensee to the License Property or other sums expended by Licensee in furtherance of this Agreement, the license granted herein is revocable by SANBAG in accordance with the terms of this Agreement.

24.20 Entire Agreement; Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

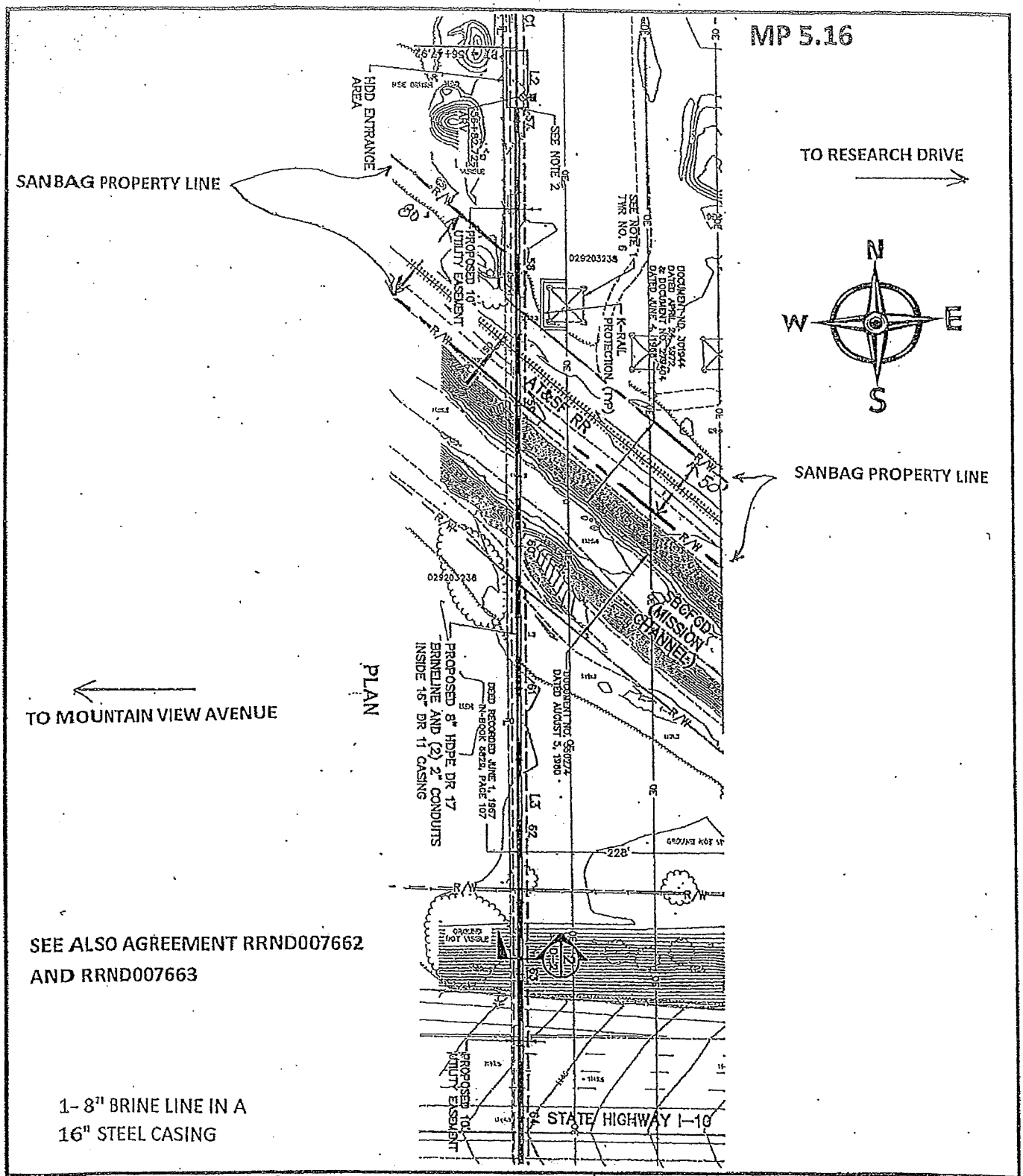
24.21 Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein.

Exhibit "A"

License Property

[To Be Inserted]

EXHIBIT "A-1"

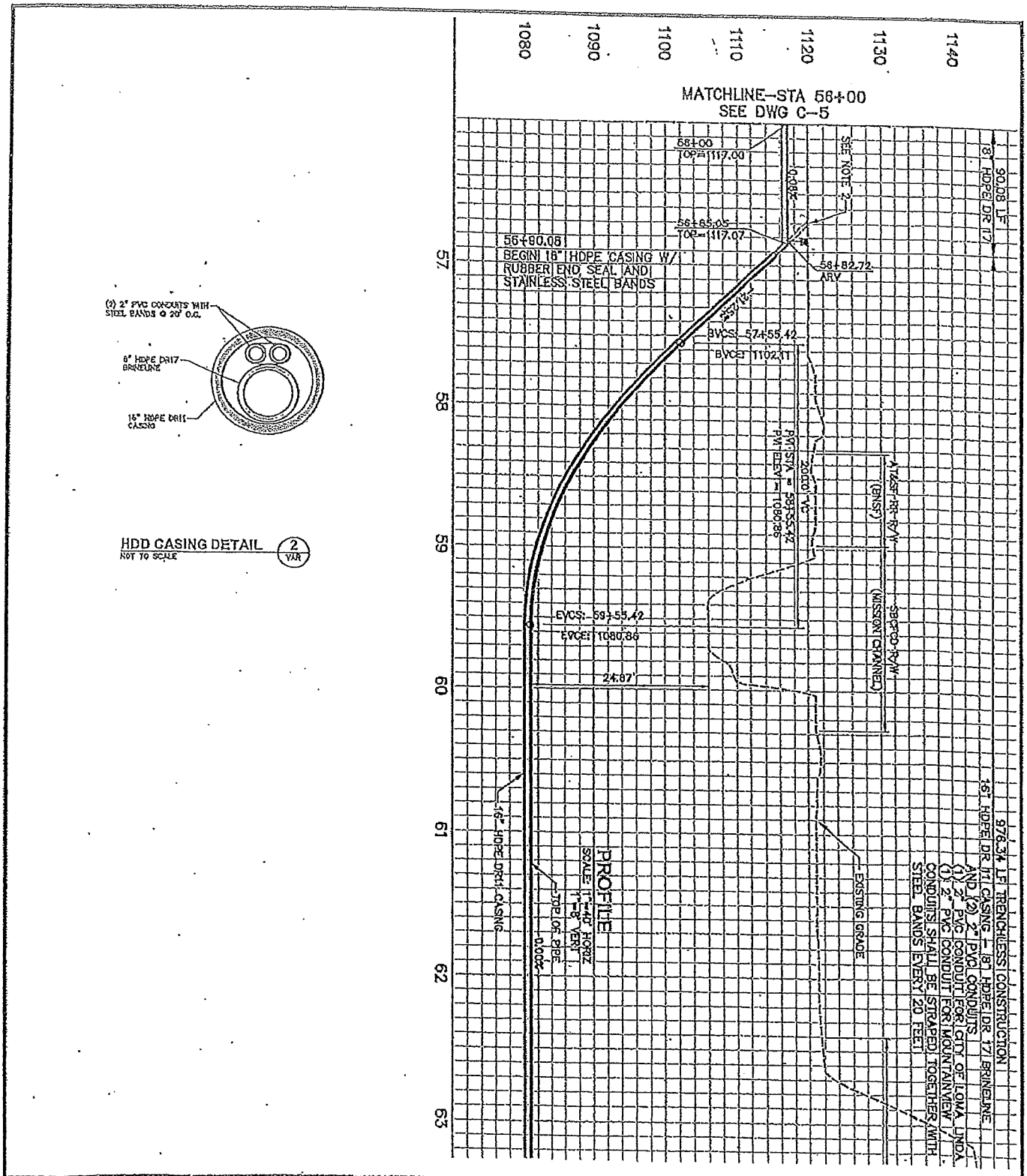


SEE ALSO AGREEMENT RRND007662
AND RRND007663

1- 8" BRINE LINE IN A
16" STEEL CASING

Scale: Plan View 1"=100'	SAN BERNARDINO ASSOCIATED GOVERNMENTS
APN: 0292-032-43	1170 W. 3rd. Street, 2nd. Floor
Contract Name: MOUNTAIN VIEW GENERATING STATION	San Bernardino, California 92410-1715
Contract Number: RRND007661	
Date: 10/6/2011	
Thomas Guide: 607 E6 MP 5.16	

EXHIBIT "A-2"



Scale: 1"=200'	SAN BERNARDINO ASSOCIATED GOVERNMENTS
APN: 0292-032-43	1170 W. 3rd. Street, 2nd. Floor
Contract Name: MOUNTAIN VIEW GENERATING STATION	San Bernardino, California 92410-1715
Contract Number: RRND007661	
Date: 10/6/2011	
Thomas Guide: 607 E6 MP RND 5.16	

Exhibit "B-1"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

Lessee, Licensee, or Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of SANBAG property hereunder by the Lessee, Licensee, or Permittee, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ☒ Insurance Services Office Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- ☒ Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☐ Course of Construction insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any tenant improvements or betterments.
- ☐ Insurance Services Office Railroad Protective Liability
- ☐ Contractor's Pollution Liability with coverage for:

a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and

d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

Lessee, Licensee, or Permittee shall maintain limits no less than:

- ☒ General Liability: *$2,000,000* per occurrence for bodily injury, personal injury and property damage.
- ☒ If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☒ Automobile Liability: *$1,000,000* per accident for bodily injury and property damage.
- ☐ Employer's Liability: *$1,000,000* per accident for bodily injury or disease.
- ☐ Course of Construction: Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.
- ☐ Railroad Protective Liability: *$2,000,000* per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- ☐ Contractors Pollution Liability: *$1,000,000* per occurrence *$2,000,000* annual aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by SANBAG. At the option of SANBAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SANBAG, its officials and employees; or the Lessee, Licensee, or Permittee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

Exhibit "B-2"

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. SANBAG, its subsidiaries, officials and employees are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Lessee, Licensee, or Permittee; products and completed operations of the Lessee, Licensee, or Permittee; premises owned, occupied or used by the Lessee, Licensee, or Permittee; and automobiles owned, leased, hired or borrowed by the Lessee, Licensee, or Permittee. The coverage shall contain no special limitations on the scope of protection afforded to SANBAG, its subsidiaries, officials and employees.

2. For any claims related to this project, the Lessee, Licensee, or Permittee's insurance coverage shall be primary insurance as respects SANBAG, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SANBAG, its subsidiaries, officials and employees shall be excess of the contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SANBAG, its subsidiaries, officials and employees.

4. The Lessee, Licensee, or Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SANBAG.

6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the SANBAG, its Subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

Course of construction policies shall contain the following provisions:

1. SANBAG shall be named as loss payee.
2. The insurer shall waive all rights subrogation against SANBAG.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SANBAG.

Verification of Coverage

Lessee, Licensee, or Permittee shall furnish SANBAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the SANBAG before work commences. As an alternative, the Lessee, Licensee, or Permittee may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Contractors and Subcontractors

Lessee, Licensee, or Permittee shall include all contractors and subcontractors as insured's under its policies or require certificates and endorsements for each contractor and subcontractor. All coverage's for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by SANBAG.

Exhibit "C"

Permitted Hazardous Materials

No hazardous materials are permitted to be used or stored on License Property.

Exhibit "D-1"

SANBAG General Notes

1. All personnel entering the railroad right-of-way shall comply with SANBAG and BNSF requirements. Failure to comply will be grounds for termination of work and revocation of the Right-of-Entry (ROE) permit.
2. Prior to the start of construction and at the contractor's expense, all personnel including subcontractors and third parties shall complete BNSF's Contractor Safety Training course.
3. The ROE permittee shall pay for all flagging, inspections, and review costs as required in the ROE permit. Work beyond the hours of 7 am to 5 pm, Monday through Friday, will be charged at 1.5 times the standard hourly rate.
4. The contractor shall adhere to all requirements set forth by SANBAG, BNSF, the ROE permit, project plans and specifications, and the job site BNSF flagman/Employee-in-Charge(EIC). The BNSF flagman/EIC has sole responsibility to protect the railroad infrastructure and operations. At all times, the Contractor shall follow the flagman/EIC's direction.
5. All persons entering the railroad right-of-way shall have taken the BNSF safety training course.
6. No work shall be performed within the railroad right-of-way without a Right-of-Entry permit, flag requests submitted to BNSF, and a BNSF flagman/EIC present during all construction and related activities.
7. The contractor shall comply with all environmental and third party permits as required by the work.
8. The contractor shall make the necessary arrangements for each equipment operator to have constant and direct radio contact with their foreman. The foreman will in turn have constant and direct contact with the BNSF flagman/EIC.
9. The contractor shall have the permitted stamped set of plans on-site. Work will be terminated by SANBAG should no stamped plans be on-site.
10. The contractor shall contact Maureen Lucey-Smith at Epic Land Solutions, SANBAG's property administrator, (951) 321-4744, 48-hours in advance for any inspections required in the ROE permit.
11. The movement of trains is unpredictable. Trains may approach the job site in any direction, at any speed, at any time, and may stop and occupy the track within the contractor's work zone for an undetermined period of time.
12. No personnel shall cross any track without the approval from the BNSF flagman/EIC.
13. Only the BNSF flagman/EIC is permitted to perform flagging operations within the railroad right-of-way.

EXHIBIT "D-2"

SANBAG JACK AND BORE GENERAL NOTES (Redlands Branchline)

1. See SANBAG General Notes for addition requirements.
2. The Contractor shall layout the proposed jack and bore pits prior to the commencement of work. Only after the SANBAG inspector has approved the layout will the Contractor be allowed to begin work.
3. Jacking and receiving pits shall be constructed outside of the railroad right-of-way unless otherwise shown on the SANBAG approved plans.
4. At no time shall any contractor be permitted to cross any track without the permission from the railroad flagman.
5. All jack and bore operations within the railroad right-of-way shall be performed continuously on a 24-hour basis until work is completed with a SANBAG or BNSF flagman and SANBAG inspector present at all times. Should work begin without the flagman and inspector present, the work will be halted and any casing installed will be abandoned in place, pressure grouted full, and capped to the satisfaction of the SANBAG.
6. The contractor shall construct a temporary fence along the railroad right-of-way, or along the edge of pits closest to the track, extending 50-feet in both directions from the pit. Fences are not required for work at grade crossings.
7. Pits shall be fenced on sides.
8. The Contractor/permitee shall provide SANBAG with as-built drawings prior to the release of any deposited fund balance.
9. The Contractor shall submit to SANBAG for review, drawings and calculations for any shoring that may be influenced by the railroad tracks. All drawings and calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
10. Prior to commencement of work, the Contractor shall submit to SANBAG for review, load calculations for the proposed jacking casing with applied load as defined by Cooper E-80 with a 50% added impact load. The calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.
11. It shall be the Contractor's responsibility to contact Underground Alert prior to the commencement of construction. At the same time, the contractor shall notify BNSF for railroad signal mark-outs.
12. All backfilling shall be at 90% relative dry compaction. For areas within or that affect the railroad right-of-way, the contractor shall submit a compaction report prepared by a California licensed Geotechnical Professional Engineer prior to release of any deposited fund balance.
13. Prior to the commencement of work, the Contractor shall submit to SANBAG for review, a description of the work process including scheduled activities.
14. The Contractor shall remove all temporary facilities constructed on the railroad right-of-way, debris, and other items not originally at the site prior to construction and shall notify SANBAG that all construction has been completed. After as-builts have been received, SANBAG inspects the construction site and signs-off the work, SANBAG will release any unused deposit funds.
15. The Contractor or contracting party, shall obtain all permits necessary for the proposed project including but not limited to encroachment, SWPPP, and environmental permits, and third-party utility permits.

Exhibit "D-3"

INTERIM GUIDELINES FOR HORIZONTAL DIRECTIONAL DRILLING (HDD) UNDER UNION PACIFIC RAILROAD RIGHT-OF-WAY

Preface: The American Railway Engineering and Maintenance-of-Way Association (AREMA) has assigned a working committee to develop a recommended railroad industry practice for horizontal directional drilling (HDD) under railroad rights-of-way. These interim guidelines are issued by the Union Pacific Railroad (UPRR) pending completion of the AREMA recommended practice, at which time UPRR will review and determine whether to adopt it.

Scope: All pipelines proposed for installation under UPRR right-of-way and trackage using HDD. Fiber optics installation under the jurisdiction of the UPRR Information Technologies (IT) Department with 10inch or smaller diameter casing pipe shall follow the guidelines outlined in the current version of the "Fiber Optic Engineering, Construction and Maintenance" Standard Manual.

1. For all liquid or gas pipelines, only steel pipe may be installed under tracks or UPRR right-of-way utilizing HDD. The pipe may be used as a carrier pipe or a casing pipe. Plastic carrier pipe, if used, must be installed in a steel casing.

2. For all liquid or gas installations or for nominal pipe sizes exceeding 6 in., minimum cover (measured from base of rail to top of pipe) shall be 25 ft, regardless of product. For fiber optics or electrical installations, with casing/conduit nominal size of 6 in. or less, minimum cover shall be 15 ft.
3. Applicant submittal shall include actual planned depth of pipe under each railroad track.

4. Applicant must provide pipe specifications. Pipe must satisfy AREMA recommendations and all applicable government and industry regulations.

5. Applicant must provide qualifications of drilling contractor including specific instances of previous successful experience in drilling under sensitive surface facilities.

6. Prior to commencement of drilling:

- The contractor must submit an Installation Plan that describes the anticipated rig capacity, the proposed equipment and the method for advancing the borehole through expected soil conditions, angles, depth and exact location of the exit ditch, the pilot hole diameter, the proposed reaming plan, including the number and diameter of pre-reams/back-reams and diameter of the final reamed borehole, and the contingency equipment and plans for dealing with soil conditions that a soil engineer could reasonably expect to be encountered at the proposed HDD installation site.

- The Installation Plan will also address the anticipated hours of operation during the HDD

Bore hole drilling and installation process, the minimum number of personnel, and their responsibilities on-duty and on-site during all HDD drilling operations.

- The contractor must provide a detailed Fracture Mitigation (frac-out) Plan including method of monitoring and capturing the return of drilling fluids with particular attention to prevention of inadvertent escape of drilling fluids where they could undermine the Railroad tracks.

- Establish a Survey Grid Line and provide a program of monitoring and documenting the actual location of the borehole during drilling operations.

7. A railroad observer and an applicant inspector are required to monitor the ground, ballast, and track for movement during the drilling, reaming, and pullback processes. All work within the Railroad right-of-way must be coordinated with the Railroad flagger. The installation process and all train movement must be immediately stopped if movement is detected. The damaged area must be immediately reported to the Railroad and immediately repaired subject to Railroad review and approval. The installation process must be reviewed and modified as required before the installation may proceed. Applicant must pay Railroad's expenses for review, observation of installation, and flagging.

8. Upon completion of the HDD installation work, the contractor shall provide an accurate as-built drawing of the installed HDD segment. As-built drawings will include both horizontal and profile plans.

Union Pacific Railroad
Office of AVP Engineering Design
26 July 2006

Exhibit "D-4"

Additional Provisions

1. **Paving and Fencing.** Licensee will pave License area with asphalt or concrete, and Licensee will construct a chain link fence (or better quality) measuring a minimum of six (6) feet high around the entire perimeter of Premises described in Exhibit "A". Licensee shall be responsible for the total expense of fencing and asphalt.

2. **Importation of Soil/Fill Dirt.** Licensee shall not bring upon or use any Import Soil on the Premises in conjunction with any purposes allowed under this Agreement, until said Import Soil has been laboratory tested by a *certified hazardous waste testing laboratory* and the test results have been approved by SANBAG's Environmental Consultant. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as Clean Soil to the reasonable satisfaction of SANBAG's Environmental Consultant.

3. **Maintenance of Premises.** Licensee shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking, graffiti and occupancy by transients/homeless persons or individuals. Licensee shall be fully responsible for ALL maintenance and maintenance that is required or necessary in connection with Licensee's use of Premises.

4. **Protection of Underground and Aboveground Installations.** Licensee shall ensure that it and Licensee's Parties protect, from and against any and all damage, all underground and aboveground installations and improvements, such as pipes, fiber optic lines and wires, which may be impacted by any work or any use of the Premises by Licensee.

5. **Improvements.** Both Licensee and SANBAG acknowledge that the Premises is Licensed in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Licensee's needs will be the sole responsibility of the Licensee. No permanent structures may be constructed on the premises without SANBAG's prior written approval. Licensee will be responsible for the removal of all permitted improvements upon termination of License.

6. **Utilities.** Licensee shall pay for any and all utilities for its benefit, security and use.

7. **Warranties.** SANBAG makes no warranties as to the suitability of the location for Licensee's intended use as to zoning, visibility, traffic count or any other factors which may cause Licensee to want to License the premises.

8. **Zoning or Permitting.** Any permits, inspection fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, or any labor expenses for the installation or maintenance of any permitted improvements are the Licensee's sole responsibility. Copies of permits are to be readily available for inspection by SANBAG personnel.

9. Signage. NO SIGNS PERMITTED on, or along the perimeter of the Premises unless such signs were requested and approved under your original proposal and covered by the required insurance.

Licensee	SANBAG

Initials

Governments SANBAG Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 24

Date: July 11, 2012

Subject: Measure I Population Estimates for Measure I Allocations

Recommendation:* Adopt 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.

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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1207a-DAB
Attachment: BRD1207a1-DAB

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/Desert Committee on June 15, 2012, and by the Major Projects Committee on June 21, 2012.

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

BRD1207a-DAB
Attachment BRD1207a1-DAB

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	77,636		77,636	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%	3.393%
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	1,768,686		1,768,686		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.

Governments SANBAG Working Together

San Bernardino Associated Governments

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Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 25

Date: July 11, 2012

Subject: Jurisdiction Master Agreement with the City of Upland

Recommendation:* Approve Jurisdiction Master Agreement No. C12025 with the City of Upland.

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 Policies 40001 and 40006 provide the framework for administering the sub-program. Policy 40006 requires jurisdictions to execute a Jurisdiction Master Agreement with SANBAG before they are eligible for reimbursement of Measure I funds allocated to their jurisdiction under the sub-program.

A revised model Jurisdiction Master Agreement was approved by the SANBAG Board on June 1, 2011. This revision of the original model agreement serves as the basis for individual multi-year agreements that extend throughout Measure I 2010-2040, eliminating the need for annual agreement approvals for both jurisdictions and SANBAG. The contracts will end June 30, 2040.

The attached Jurisdiction Master Agreement for the City of Upland (C12025) was based on this revised version of the model agreement. The agreement refers to a "Funding Allocation and Project List" to be annually adopted by SANBAG.

The SANBAG Board adopted the Fiscal Year 2011-2012 Funding Allocation and Project List on July 6, 2011 (Attachment 1). The list contains the Measure I

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1207d-ss

Attachment: C12025; BRD1207d1-ss

funding allocation information and the list of eligible projects for all Valley jurisdictions, including the City of Upland. The referenced allocations of Measure I 2010-2040 funds for the arterial portion of the Valley Major Street Program are contained in the Fiscal Year 2011-2012 SANBAG budget. The list of eligible projects is based on the first two years (plus prior expenditures) from the cities' Capital Project Needs Analysis (CPNA) submittals. Unspent allocations from the current fiscal year will roll over into the subsequent fiscal year. Jurisdictions may be reimbursed for the public share of project expenses up to the cumulative allocation limit, as documented in the funding allocation table.

Financial Impact: This item is consistent with the approved Fiscal Year 2012/2013 Budget, Task 0515, Valley Apportionment and Allocation

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on June 20, 2012. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and Contract as to form; and has been approved by Upland City Council.

Responsible Staff: Steve Smith, Director of Planning

BRD1207d-ss
Attachment: C12025; BRD1207d1-ss

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12025 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and City of Upland

Contract Description Jurisdiction Master Agreement

Board of Director's Meeting Date: July 11, 2012 **Overview of BOD Action:** Approve Jurisdiction Master Agreement with City of Upland
Is this a Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW					
Original Contract Amount	$	N/A	**Original Contingency Amount**	$	N/A
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$		**TOTAL CONTINGENCY VALUE**	$	N/A
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	N/A

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
7/11/2012	6/30/2040	
Has the contract term been amended? ☒ No ☐ Yes - please explain.		

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0515.
☐ A Budget Amendment is required.
How are we funding current FY? N/A

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

Provide Brief Overview of the ***Overall*** *Funding for the duration of the Contract:*
Amount to be determined at time of allocation.
☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

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

Steve Smith Task Manager (Print Name)	Steve Smith Signature	Date
Steve Smith Project Manager (Print Name)	Steve Smith Signature	Date
Jeffery Hill for Contracts Manager (Print Name)	 Signature	6/12/12 Date
WILLIAM STAWARSKI Chief Financial Officer Signature (Print Name)	6/12/12 Signature	Date

JURISDICTION MASTER AGREEMENT NO. C12025
BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF UPLAND

THIS AGREEMENT is made and entered into as of the effective date, as defined herein, by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Upland (hereinafter referred to as "CITY").

RECITALS

WHEREAS, the Measure I 2010-2040 Strategic Plan identified Valley Major Street Program- Arterial Sub-program projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, this Jurisdiction Master Agreement (AGREEMENT) is to be carried out in accordance with the policies in the most current Measure I 2010-2040 Strategic Plan, as adopted by the SANBAG Board of Directors; and

WHEREAS, SANBAG will annually adopt a Measure I funding allocation and project list for the Valley Major Street Program – Arterial Subprogram, based on SANBAG's annual budget and CITY'S Capital Project Needs Analysis (CPNA); and

WHEREAS, SANBAG will reimburse CITY for the public share of eligible project expenditures with Measure I 2010-2040 Major Street Program- Arterial Sub-program funds in an amount that is determined by SANBAG as part of its annual approval of the Measure I allocation for that program;

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG AGREES:

1. To reimburse CITY, as provided for in Section III, within thirty (30) days after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable project expenditures that were incurred by CITY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SANBAG as frequently as monthly.

2. To annually adopt a Measure I funding allocation and project list (hereinafter referred to as "FUNDING ALLOCATION AND PROJECT LIST") for the Valley Major Street Program – Arterial Subprogram, based on SANBAG's annual budget and CITY'S Capital Project Needs Analysis (CPNA) submittal to SANBAG for the applicable fiscal year. SANBAG will notify CITY of the Measure I allocation and the list of projects eligible for reimbursement within approximately thirty (30) days of such action, which will also constitute authorization for CITY to begin invoicing for the applicable fiscal year.

3. Except as provided below in Section II Article 8, 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 CITY 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 SANBAG when planning and conducting additional audits.

SECTION II

CITY AGREES:

1. That only eligible project-specific work activities, as set forth in SANBAG's annually adopted FUNDING ALLOCATION AND PROJECT LIST, that also conform to the SANBAG Nexus Study and are included as projected expenditures in the first two years of the applicable Capital Project Needs Analysis (CPNA) or referenced as "prior" expenditures in the CPNA will be eligible for reimbursement with Measure I Major Street Program- Arterial Sub-program funds. Prior expenditures must be eligible under the Advance Expenditure policies in Section V.C of the SANBAG Measure I 2010-2040 Strategic Plan Policy 40002.

2. To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of those eligible project expenses contained in SANBAG's adopted FUNDING ALLOCATION AND PROJECT LIST. Invoices may be submitted to SANBAG as frequently as monthly, up to the

cumulative allocation limit specified in the FUNDING ALLOCATION AND PROJECT LIST.

3. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and CITY fail to reimburse moneys due SANBAG within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.

4. To provide (select one of two options):

   A. (If no specification of reserved and unreserved accounts) the percentage share of total eligible project expenses as specified in the most current, approved version of the SANBAG Development Mitigation Nexus Study, which represents the development share.

   B. (If reserved and unreserved accounts are specified) 50% share of total eligible project expenses allocated to the reserved account, as documented in SANBAG's annually adopted FUNDING ALLOCATION AND PROJECT LIST.

5. To maintain copies of all consultant/contractor invoices, source documents, books and records connected with its performance under this AGREEMENT for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request,

6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY 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 CITY.

7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible project costs expended for those activities described in the work activities, and to submit that Final Report and invoice no later than one hundred twenty (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 SANBAG, must state that these project funds were used

in conformance with this AGREEMENT and for those project-specific work activities described.

8. To allow for the preparation of a project-specific audit by CITY or by SANBAG, at SANBAG's option and expense, and to cooperate in the audit as described in Section I Article 3, upon completion of the project. The audit must find that all funds expended on the project were used in conformance with this AGREEMENT.

9. To notify SANBAG of Project Development Team (PDT) meetings, if and when such meetings are held, and provide related communications on project progress when requested by SANBAG.

10. As an eligible project expense, to post signs when project construction begins at the boundaries of the project noting that project is funded with Measure I funds. Signs shall bear the logo of San Bernardino Associated Governments.

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable federal, state and local laws and regulations pertaining to projects funded through this AGREEMENT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the date of SANBAG's adoption of the FUNDING ALLOCATION AND PROJECT LIST for the applicable fiscal year. .

2. SANBAG's financial responsibility shall be (select one of two options for each individual year of allocation):

   A. (if no specification of reserved and unreserved accounts) the percentage of actual cost for eligible project expenditures as specified in the most current, approved version of the SANBAG Development Mitigation Nexus Study, up to the cumulative allocation limit specified in the adopted FUNDING ALLOCATION AND PROJECT LIST.

   B. (if reserved and unreserved accounts are specified) 100% of actual cost for eligible project expenditures up to the limit specified in the adopted FUNDING ALLOCATION AND PROJECT LIST for the unreserved account, and 50% of actual cost for eligible project expenditures up to the limit specified in the adopted FUNDING ALLOCATION AND PROJECT LIST for the reserved account.

3. CITY may be reimbursed in a subsequent fiscal year for expenditures in excess of the cumulative allocation limit for the current fiscal year, based on invoices for eligible project expenditures. SANBAG retains the option to

reimburse CITY no more than 50% of the public share of excess expenditures for the current fiscal year within the first six (6) months of the subsequent fiscal year, with the remaining 50% to be reimbursed in the second six months of the fiscal year. SANBAG shall inform the jurisdiction within thirty (30) days of receipt of an invoice for the excess expenditures, if it chooses to exercise that option.

4. If CITY does not expend funds up to the cumulative allocation limit as referenced in the adopted FUNDING ALLOCATION AND PROJECT LIST within the current fiscal year, the unused portion may be applied to eligible PROJECT expenditures in the subsequent fiscal year, in addition to the allocation received for the subsequent year. Eligible project reimbursements shall include only those costs incurred by CITY for project-specific work activities that are described in the adopted FUNDING ALLOCATION AND PROJECT LIST.

5. Neither SANBAG 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 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 SANBAG, 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) or damage 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. CITY's indemnification obligation applies to SANBAG's "passive" negligence but does not apply to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. CITY is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its programs of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT. SANBAG warrants that it maintains insurance for these purposes.

6. 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 SANBAG.

7. The terms of this AGREEMENT represent the consent of the CITY to provide the full development share for the project required by the SANBAG Nexus Study and that failure to contribute the development share according to the terms of this AGREEMENT does not obligate SANBAG to provide supplemental funds or otherwise remedy that failure. SANBAG may terminate or modify this AGREEMENT if the CITY 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.

8. SANBAG shall track the CITY equitable share of the Valley Arterial Sub-program, including adjustments for the time-value of money based on time of allocation of Measure I funds in the SANBAG budget.

9. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.

10. The effective date shall be the date upon which SANBAG executes this AGREEMENT.

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Janice Rutherford
President
SANBAG Board of Directors

Date: _____

CITY of UPLAND

By: _____
Ray Musser
Mayor

Date: June 12, 2012

APPROVED AS TO FORM:

By: _____
General Counsel

Date: June 21, 2012

APPROVED AS TO FORM:

By: _____
Jimmy Gutierrez
City Attorney

Date: June 11, 2012

CONCURRENCE:

By: _____
for Kathleen Murphy-Perez
Contracts Manager

C12025

ATTACHMENT 1

FUNDING ALLOCATION FOR FY 2011-2012

Allocations for the Measure I Major Street/Arterial Program for FY 2011-2012
(Dollars are in 1,000s)

Jurisdiction	Equitable Share	FY 10/11 Allocation (Approved Last Year)	**FY 11/12 Allocation (Column Being Approved)***	Cumulative Allocation (Total of Both Years)
Chino	7.60%	$482.68	**$638.40**	$1,121.08
Chino Hills	2.20%	$139.72	**$184.80**	$324.52
Colton	2.50%	$158.78	**$210.00**	$368.78
Fontana	19.50%	$1,238.45	**$1,638.00**	$2,876.45
Grand Terrace	1.40%	$88.91	**$117.60**	$206.51
Highland	6.80%	$431.87	**$571.20**	$1,003.07
Loma Linda	4.10%	$260.39	**$344.40**	$604.79
Montclair	0.60%	$38.11	**$50.40**	$88.51
Ontario	12.30%	$781.17	**$1,033.20**	$1,814.37
Rancho Cucamonga	5.10%	$323.90	**$428.40**	$752.30
Redlands	4.90%	$311.20	**$411.60**	$722.80
Rialto	3.90%	$247.69	**$327.60**	$575.29
San Bernardino	7.90%	$501.73	**$663.60**	$1,165.33
Upland	2.30%	$146.07	**$193.20**	$339.27
Yucaipa	6.00%	$381.06	**$504.00**	$885.06
County	12.90%	$819.28	**$1,083.60**	$1,902.88
Total	**100.00%**	**$6,351.00**	**$8,400.00**	$14,751.00

*Column being approved by MPC in June 2011 and by Board in July 2011

ATTACHMENT 1

Measure I Valley Major Street/Arterial Project List for Application to Jurisdiction Master Agreements for FY 2011-2012
(Note: Jurisdictions may be reimbursed in FY 11-12 for expenditures on projects in Prior, 11-12, or 12-13 columns)

		CPNA Measure I Need by FY ($1,000)		
City	Project	Prior	11-12	12-13
Chino	Widen Edison Avenue from Pipeline to Ramona Ave from 4 lanes to 6 lanes			$ 130
Chino	Widen Edison Avenue from Ramona Ave to Central from 4 lanes to 6 lanes (spot widening)			$ 97
Chino	Widen Edison Avenue from Central Ave to Euclid Avenue from 4 lanes to 6 lanes			$ 324
Chino	Widen Pine Avenue from Euclid Avenue to SR 71 from 2 to 4 lanes		$ 640	
Chino	Widen Schaefer Avenue from Benson Avenue to Euclid Avenue (Stae Route 83) from 2 lanes to 4	$ 2,236		
Chino	Construct Traffic Signal at the intersection of El Prado Road and Kimball Avenue	$ 162		
Chino	Construct traffic signal at the intersection of Fern Avenue and Riverside Drive	$ 483		
Chino	Construct Traffic Signal at the Intersection of Kimball and Main		$ 211	
Chino	Construct Traffic Signal at the Intersection of Kimball and Mill Creek Road	$ 153		
Chino	Construct Traffic Signal at the Intersection of Pine Avenue and Hellman Avenue	$ 153		
Chino	**Total**	**$ 3,187**	**$ 851**	**$ 551**
Chino Hills	None			
Chino Hills	**Total**	**$ -**	**$ -**	**$ -**
Colton	Realign Reche Canyon Rd to Hunts Ln from Washington St to City limit and Widen Reche Canyon	$ 234	$ 276	$ 689
Colton	Widen La Cadena Dr from Rancho Ave to Iowa split including bridge over Santa Ana River from 4 to 6			$ 506
Colton	Widen East side of Riverside Ave from Riverside County Line to Agua Mansa Rd including bridge from		$ 530	$ 624
Colton	Widen San Bernardino Ave from Pepper Ave to Rancho Ave from 2 to 4 lanes		$ 101	$ 119
Colton	Extend Washington St to La Cadena Dr		$ 1,132	$ 1,334
Colton	Widen Washington St from Waterman Ave to I-215 from 4 to 6 lanes and Intersection Improvements		$ 282	$ 332
Colton	Widen C Street from City limits West of Rancho Ave to Pennsylvania Ave from 2 to 4 lanes		$ 65	$ 76
Colton	Widen Agua Mansa Rd from Rancho Ave to Riverside Ave from 2 to 4 lanes	$ 167	$ 195	$ 489
Colton	Extend Pepper Ave from I-10 to Agua Mansa Rd and Widen from I-10 to Slover Ave from 2 to 4 lanes.		$ 296	$ 348
Colton	Widen and Reconstruct Slover Ave from Pepper Ave to Riverside Ave from 2 to 4 lanes		$ 151	$ 178
Colton	**Total**	**$ 401**	**$ 3,028**	**$ 4,695**
County	Ph1: Widen Slover Avenue, north side, from Cedar Ave to Larch Ave from 1 to 2 lanes (Phase 1 of Widen	$ 393		

ATTACHMENT 1

City	Project	CPNA Measure I Need by FY ($1,000)		
		Prior	11-12	12-13
County	Ph2: Widen Slover Avenue from Alder Ave to Cedar Ave (Phase 2 of Widen Slover Ave from Alder Ave to		$ 3,214	
County	Ph 1: Widen North Side of San Bernardino Ave from Cherry Ave to Fontana city limit from 1 to 2 lanes	$ 124	$ 1,105	
County	Ph 1: Widen Reche Cnyn Rd from .67M S, Barton Rd N .25M (Prado Ln) - (Phase I of Widen Reche Canyon	$ 76	$ 408	
County	Ph 1: Widen Colton Avenue from Wabash Ave to King/Agate from 2 to 4 lanes (part of Widen Colton	$ 611		
County	Widen State St from Highland Ave to Cajon Blvd from 2 to 4 lanes	$ 167		
County	Widen Cherry Ave bridge from Merrill Ave to Whittram from 4 to 6 lanes	$ 785	$ 1,500	$ 9,000
County	**Total**	**$ 2,156**	**$ 6,227**	**$ 9,000**
Fontana	Arrow: Alder to Maple Widen from 2 to 4 lanes		$ 510	$ 290
Fontana	Cherry: South Highland to I15 Widen from 2 to 6 lanes			$ 210
Fontana	Citrus: Jurupa to Slover Widen 2 to 4 lanes	$ 3,399	$ 565	
Fontana	Cypress: Jurupa to Slover Widen 2 to 4 lanes	$ 274	$ 425	$ 1,000
Fontana	Duncan Canyon: I15 to Citrus Widen 2 to 4 lanes	$ 328		
Fontana	Widen Foothill Blvd from Citrus Ave to Maple Ave from 4 to 6 lanes	$ 530		
Fontana	Widen Sierra Ave from Foothill Blvd to Baseline Rd from 4 to 6 lanes	$ 122		
Fontana	Widen Sierra Ave from Valley Blvd to San Bernardino Ave from 4 to 6 lanes		$ 288	
Fontana	Widen Slover Ave from Etiwanda Ave to 800' east of Etiwanda Ave from 2 to 4 lanes	$ 213		
Fontana	**Total**	**$ 4,866**	**$ 1,788**	**$ 1,500**
Grand Terrace	Widen Michigan Ave from Commerce Way to Van Buren St from two lanes to four lanes	$ 89	$ 90	$ 90
Grand Terrace	**Total**	**$ 89**	**$ 90**	**$ 90**
Highland	Widen Bridge at City Creek on Baseline		$ 249	
Highland	Widen Bridge at City Creek on Boulder	$ 551		
Highland	Widen Bridge at City Creek on Greenspot	$ 1,517		
Highland	**Total**	**$ 2,068**	**$ 249**	**$ -**
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	Widen Monte Vista Ave from San Bernardino St to Arrow Hwy from 4 to 6 lanes		$ 8	

ATTACHMENT 1

City	Project	CPNA Measure I Need by FY ($1,000)		
		Prior	11-12	12-13
Montclair	**Total**	**$ 38**	**$ -**	**$ -**
Ontario	Grove Avenue from 4th Street to Holt Blvd - Widen from 4 to 6 lanes	$ 22	$ 50	$ 45
Ontario	Mission Blvd (Benson to Milliken), Widen from 4 to 6 lanes - Phase I Have to Archibald	$ 125	$ 250	
Ontario	**Total**	**$ 146**	**$ 300**	**$ 45**
Rancho Cucamonga	Foothill Blvd at Malachite - Install new traffic signal		$ 182	
Rancho Cucamonga	Hermosa Ave at Church St - Install new traffic signal			$ 171
Rancho Cucamonga	Widen Wilson Ave from East Ave to Warman Bullock Rd from 0 to 2 lanes	$ 2,052		
Rancho Cucamonga	Install traffic signal at intersection of Church St and Terra Vista Pkwy	$ 178		
Rancho Cucamonga	**Total**	**$ 2,230**	**$ 182**	**$ 171**
Redlands	Traffic Signal at 6th and I-10 EB Ramp	$ -	$ 173	
Redlands	Traffic Signal at 6th and I-10 WB Ramp	$ -	$ 173	
Redlands	Traffic Signal at Ford Street and I-10 WB Ramp			$ 177
Redlands	**Total**	**$ -**	**$ 346**	**$ 177**
Rialto	Widening - Alder Ave from Baseline to SR-30 from 2 to 6 Lanes		$ 3,204	
Rialto	Widening - Ayala Rd from Baseline Rd to Easton Ave from 2 to 4 lanes	$ 1,656		
Rialto	Widening / Reconstruct - Footlhill Blvd from West City Limits to East City Limits from 4 to 6 Lanes	$ 459		$ 689
Rialto	Install a traffic signal at the intersection of Sycamore Ave and Merrill Ave	$ 212		
Rialto	Install a traffic signal at the intersection of Valley Blvd and Cactus Ave	$ 212		
Rialto	Install a traffic signal at the intersection of Riverside Ave and Locust Ave	$ 127		
Rialto	**Total**	**$ 2,666**	**$ 3,204**	**$ 689**
San Bernardino	Mount Vernon Viaduct Bridge Replacement	$ 480	$ 63	
San Bernardino	Widen 40THStreet between Acre Ln and Electric Ave from 2 to 4 lanes.	$ 462		$ 340
San Bernardino	Widen "H" Street between Kendall Dr and 40th St, from 2 lanes to 4 lanes.			$ 318
San Bernardino	Extension of State Street between Foothill Blvd and 16TH St, from 0 lanes to 4 lanes.	$ 1,179		
San Bernardino	**Total**	**$ 2,121**	**$ 63**	**$ 658**
Upland	Widen Arrow Route from County Line to Central Avenue, from 2 to 4 lanes.	$ 200	$ 900	
Upland	**Total**	**$ 200**	**$ 900**	**$ -**
Yucaipa	Yucaipa Blvd improvements, widen from 4 to 6 lanes, 15th Street to I-10	$ 303	$ 300	$ 280

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ATTACHMENT 1

City	Project	CPNA Measure I Need by FY ($1,000)		
		Prior	11-12	12-13
Yucaipa	Avenue E Intersection Improvements, Between 5th Street and Bryant Street, widen from 2 to 4 lanes	$ 353	$ 80	$ 100
Yucaipa	Widen Yucaipa Blvd from 12th St to 15th St from 4 to 6 lanes	$ 545		
Yucaipa	**Total**	**$ 1,201**	**$ 380**	**$ 380**

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 26

Date: July 11, 2012

Subject: Funding Allocation and Project List for the Valley Major Street Program/Arterial Sub-Program for Fiscal Year 2012/2013

Recommendation:* 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 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.

Each Jurisdiction Master Agreement refers to a "Funding Allocation and Project List" to be annually adopted by the SANBAG Board of Directors, following the

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1207a-ss
Attachments: BRD1207a1-ss; BRD1207a2-ss

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. This is a form of cash flow borrowing and not a permanent transfer. The third column from the right in Attachment 1 shows what the allocation would have been had the move of arterial funds to the PAA allocation not occurred.

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 was reviewed and unanimously recommended for approval 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)	FY 12/13 Allocation w/o $ Moved to PAA ($1,000s)	Recommended FY 12-13 Allocation, w/ $ Moved to PAA ($1,000s)	Recommended Cumulative Allocation Through FY 12-13 ($1,000s)
Chino	7.60%	$482.68	$638.40	$641.07	$158.39	$1,279.47
Chino Hills	2.20%	$139.72	$184.80	$185.57	$45.85	$370.37
Colton	2.50%	$158.78	$210.00	$210.88	$52.10	$420.88
Fontana	19.50%	$1,238.45	$1,638.00	$1,644.86	$786.17	$3,662.62
Grand Terrace	1.40%	$88.91	$117.60	$118.09	$29.18	$235.69
Highland	6.80%	$431.87	$571.20	$573.59	$141.72	$1,144.79
Loma Linda	4.10%	$260.39	$344.40	$345.84	$85.45	$690.24
Montclair	0.60%	$38.11	$50.40	$50.61	$22.50	$111.01
Ontario	12.30%	$781.17	$1,033.20	$1037.53	$434.90	$2,249.27
Rancho Cucamonga	5.10%	$323.90	$428.40	$430.19	$430.19	$1,182.49
Redlands	4.90%	$311.20	$411.60	$413.32	$102.12	$824.92
Rialto	3.90%	$247.69	$327.60	$328.97	$81.28	$656.57
San Bernardino	7.90%	$501.73	$663.60	$666.38	$164.65	$1,329.98
Upland	2.30%	$146.07	$193.20	$194.01	$47.94	$387.21
Yucaipa	6.00%	$381.06	$504.00	$506.11	$506.11	$1,391.17
County	12.90%	$819.28	$1,083.60	$1088.14	$1,088.14	$2,991.02
Total	100.00%	$6,351.00	$8,400.00	$8435.18	$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	$ -

Attachment 2

City	Project	CPNA 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

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

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TRANSPORTATION MEASURE I
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Minute Action

AGENDA ITEM: 27

Date: July 11, 2012

Subject: San Bernardino County Transportation Analysis Model (SBTAM)

Recommendation:* Receive information on the validation and 2035 forecasts for SBTAM.

Background: A contract was executed with Parsons Brinckerhoff, Inc. in May 2010 for development of SBTAM. SBTAM is designed to provide travel forecasts needed by SANBAG, Caltrans, and local jurisdictions for a wide range of transportation studies and analyses. The work is being conducted in partnership with Southern California Association of Governments (SCAG). Travel demand forecasting is fundamental to much of SANBAG's planning and project development work. Studies of existing and future traffic are required for all of SANBAG's highway projects, and play an important role in addressing various policy issues.

SBTAM was derived from the SCAG Version 5 (V5) trip-based regional travel demand model and runs on TransCAD software. Its structure is consistent with the SCAG V5 model, while employing a more refined traffic analysis zone (TAZ) system in San Bernardino County, and a more aggregate zone structure outside the county. SBTAM was developed using the SCAG Subregional Model Development Tool (SMDT). SBTAM replaces the former RIVSAN subregional travel demand model, which is no longer being supported by SCAG. The model is designed as the primary travel demand forecasting tool for use throughout San Bernardino County, including the Valley, Victor Valley, Morongo Basin, and other Mountain/Desert subareas.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

X	COG	X	CTC		CTA		SAFE		CMA

Check all that apply

BRD1207b-ss

Attachments: BRD1207b1-ss; BRD1207b2-ss

The development of SBTAM is the first major application of SCAG's SMDT, and SCAG is relying on the experience of SANBAG and its consultant to identify ways to improve the SMDT for broader regional application.

The first major application of SBTAM is in support of the Project Approval/Environmental Documentation (PA/ED) work for the I-10 Corridor Project, the I-15 Project Study Report (PSR), and the Toll and Revenue Studies for these facilities. The model has also been used to provide benefit assessments of several interchanges in support of applications for state funds. Some of the specific anticipated uses of SBTAM include: highway design and environmental studies for facilities ranging from freeways to arterials, traffic impact analysis reports for development projects, general plans, land use policy analysis, and subregional transportation studies. Initiation of a County Transportation Plan is anticipated in Fiscal Year 2012-2013 in preparation for the next SCAG RTP/SCS cycle, and this would employ SBTAM as well.

A set of validation tests has been completed for SBTAM comparing 2008 model results against 2008 traffic flows. Validation is needed because the model is a simulation of complex travel behavior and choices made by millions of travelers in Southern California each day. Each of the four major modeling steps were tested: trip generation (how many trips), trip distribution (where the trips go), mode choice (the mode of travel they use to get there), and trip assignment (the paths they take).

The full set of validation results is provided in the SBTAM Validation Report. The trip assignment results are highlighted here, because they represent the "bottom line" of the accuracy of the modeling process. The validation of this step is based on a comparison of daily traffic volumes across "screenlines." These are imaginary lines that cut across the simulated roadway network. Figure 1 shows the set of screenlines used for the validation of the assignment in the Valley subarea. Figure 2 shows the set of screenlines used for the validation of the assignment in the Victor Valley subarea. Screenline maps for other parts of the Mountain/Desert area are not shown.

Table 1 shows a comparison of the simulated 2008 daily traffic volumes from SBTAM versus the volumes from actual 2008 counts for each screenline. The ID numbers in the first column correlate to screenline numbers in Figures 1 and 2. The Transportation Research Board provides guidelines for what is considered a reasonable deviation of model volumes from the actual counts of traffic volume for each screenline. The allowable percentage deviation is higher for the lower volume screenlines.

Figure 1. Validation Screenlines for the Valley Subarea

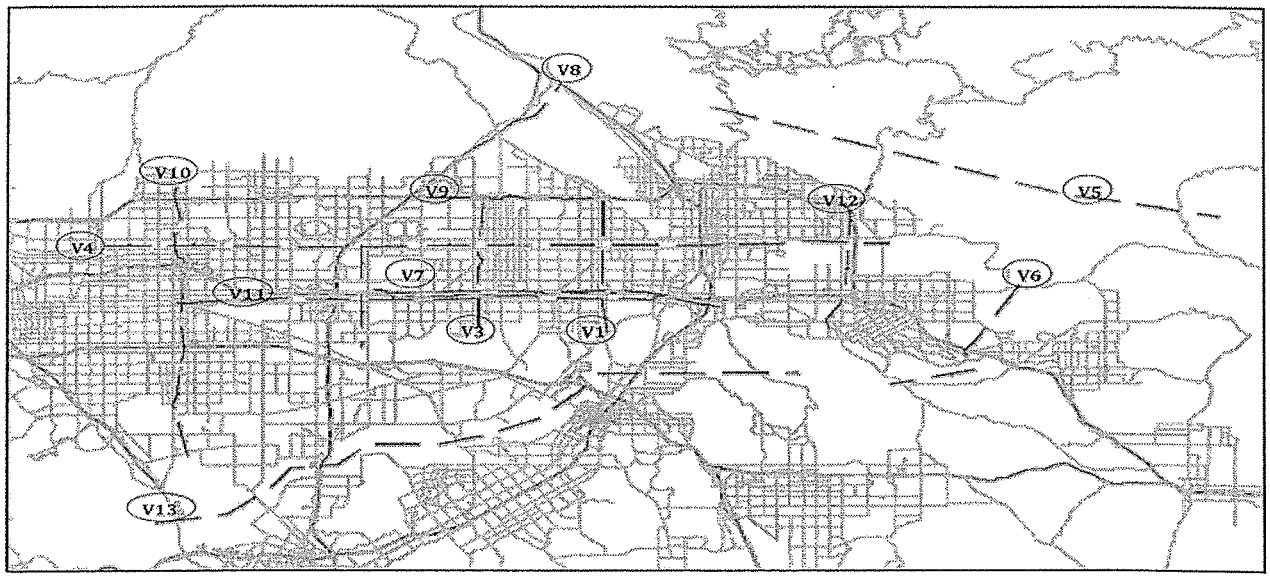
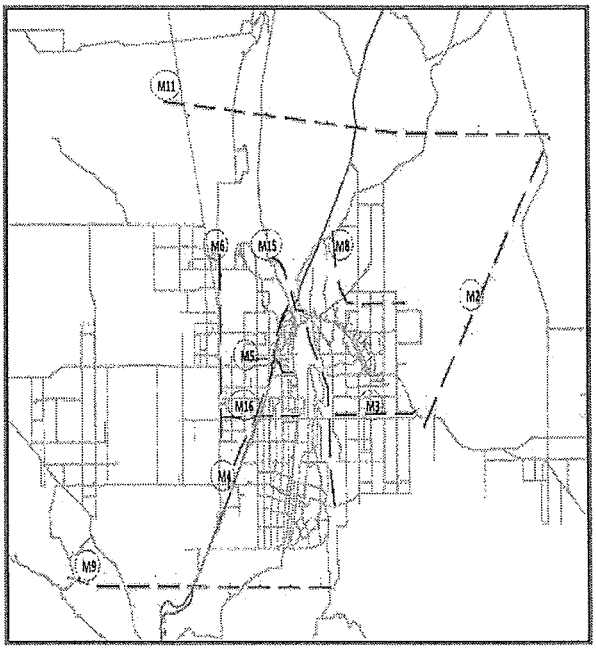


Figure 2. Validation Screenlines for the Victor Valley Subarea



BRD1207b-ss
Attachments: BRD1207b1-ss; BRD1207b2-ss

Table 1 indicates that all screenlines fall within the maximum desired deviation of 2008 daily simulated traffic volume versus the actual traffic counts. The fact that the countywide totals are within one percent of the actual traffic counts indicates that SBTAM is producing simulated volumes that are in line with the actual counts overall, even though the simulated volumes are high in some areas and low in others. Traffic studies take these over-prediction and under-prediction trends into account by making similar adjustments to the future volumes. If the 2008 simulated volumes are lower than 2008 counts, for example, a comparable upward adjustment is made to future volumes that are forecast by the model.

Travel demand forecasts for 2035 were based on the forecasts of population, employment, and other demographic data generated in the process of developing the SCAG 2012 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). The growth forecasts used for SBTAM are consistent with those used for the RTP/SCS. The growth forecasts were input into SBTAM at the TAZ level, as were all planned highway and transit facilities, consistent with the SCAG 2035 "Plan" network.

A general assessment of traffic volume growth between 2008 and 2035 can be obtained by comparing volumes at the same screenlines as shown above. Table 2 shows both the 2008 and 2035 volumes for the screenlines for the Valley, referenced to Figure 1. Table 3 shows the volume comparison for the Victor Valley and selected other Mountain/Desert screenlines. The estimated percentage growth can be seen for each screenline in the last column.

Overall, the Valley shows a projected 43% increase in traffic volumes between 2008 and 2035, or about 1.3% per year on a compounded basis. This is a slightly lower growth rate than has occurred over the last 20 years, but is still significant on a cumulative basis. The increase in the Mountain/Desert area is projected at 51%, slightly higher than the Valley. These growth rates are predicated on population and employment growth being consistent with the SCAG forecasts, and no major changes in trip-making behavior, in terms of how far, how frequently, and by what mode people continue to make trips.

Table 1. Valley and Mountain/Desert Screenline Results

ID	Street Name	No. of Locations	Daily Traffic Count	Max Desirable Deviation	2008 SBTAM ADT	% Diff (Model - Count)
VALLEY SUBREGION SCREENLINES						
1	North/South east of Riverside Avenue	17	352,966	15.9%	402,723	14.1%
2	North/South west of Etiwanda Avenue	12	303,769	16.8%	292,596	-3.7%
3	North/South east of Citrus Avenue	17	443,102	14.7%	439,813	-0.7%
4	East/West north of Arrow Highway	62	974,525	11.2%	938,763	-3.7%
5	East/West north of SR-210 at foothills	3	32,900	38.6%	40,627	23.5%
6	North/South west of Yucaipa Blvd	6	186,552	19.8%	182,774	-2.0%
7	East/West north of I-10 between I-15 and I-215	13	297,177	17.0%	324,603	9.2%
8	East/West South of I-215/I-15 Junction	5	212,117	18.9%	229,105	8.0%
9	East/West south of SR-210 between I-15 and I-215	11	150,779	21.2%	144,962	-3.9%
10	North/South east of Euclid Avenue	42	910,127	11.4%	934,611	2.7%
11	East/West south of I-10	27	840,408	11.7%	817,733	-2.7%
12	North/south west of SR-215	14	389,540	15.3%	362,177	-7.0%
13	East/West north of SR-91	22	741,496	12.3%	761,152	2.7%
	VALLEY SUBREGIONL TOTAL		**5,835,4**		**5,871,6**	**0.6%**
MOUNTAIN SUBREGION SCREENLINES						
1	North/South - South of I-15/Old Highway 58	4	71,672	28.4%	74,844	4.4%
2	North/South - West of SR-247/Barstow Road	2	13,400	53.0%	11,380	-15.1%
3	East/West - North of Bear Valley Road/East of Yates Road	5	61,200	30.7%	50,324	-17.8%
4	North/South - West of I-15	8	161,624	20.7%	152,886	-5.4%
5	East/West - North of Palmdale Road (SR-18)/North of	9	178,183	20.1%	167,022	-6.3%
6	North/South - East of US-395	8	52,939	32.0%	59,507	12.4%
7	East/West - North of I-15/East of SR-58	5	45,669	33.6%	36,165	-20.8%
8	East/West - North of Happy Trails Highway (SR-18)	6	19,015	47.3%	16,136	-15.1%
9	East/West - North of Cajon Pass	6	181,524	20.0%	204,454	12.6%
10	East/West - South of SR-247 (Big Bear Area)	2	6,735	59.4%	6,354	-5.7%
11	East/West - North of SR-18/North of Dale Evans Parkway	6	95,866	25.0%	95,710	-0.2%
12	North/South - North of SR-15/West of Bartow Road	4	101,340	24.6%	92,802	-8.4%
13	North/South - North of SR-18/North of Dale Evans Parkway	6	71,217	28.7%	61,970	-13.0%
14	North/South - South of SR-62/West of US Highway 95	3	29,300	41.0%	34,205	16.7%
15	North/South - East of I-15 / North of State Highway 173	6	141,441	21.8%	138,362	-2.2%
16	East/West - East of US Highway 395/North of Bear Valley	18	254,881	17.5%	230,809	-9.4%
17	East/West - South of SR-247/East of SR-18	2	4,200	62.9%	5,741	36.7%
18	North/South - East of SR-247/North of 29 Palms Highway	3	16,157	50.0%	15,163	-6.1%
19	East/West - North of I-10/ South of 29 Palms Highway	3	29,699	40.4%	29,464	-0.8%
	MOUNTAIN SUBREGION TOTAL		**1,536,0**		**1,483,3**	**-3.4%**
	SAN BERNARDINO COUNTY TOTAL		**7,371,5**		**7,354,9**	**-0.2%**

BRD1207b-ss
Attachments: BRD1207b1-ss; BRD1207b2-ss

SANBAG staff has begun to structure an approach to manage SBTAM and access to it by potential users. The overall approach has been discussed with the Transportation Technical Advisory Committee, but additional detail is needed. Attachment 1 describes the basic elements of the approach, in which SANBAG would maintain and periodically update the SBTAM "master files" and would provide access to the model on a project-by-project basis for qualified model users. SANBAG staff would also expect to perform basic model runs for both in-house use and for outside parties. The operation would be similar to the fee-for-service approach employed in SANBAG's partnership with SCAG in the RIVSAN era, in which SANBAG would serve as the coordinating entity between traffic consultants, who desired model results, and SCAG, who would perform model runs and be reimbursed by fees charged by SANBAG to the consultants. SCAG is no longer taking on the role of a vendor for performing modeling runs, and that responsibility will fall to SANBAG or its consultants, now that SBTAM is available.

It should be noted that SBTAM, like all new travel demand models, will require fine-tuning and adjustment as the model is applied. Traffic forecasts will be better in some areas than in others, and improvements will inevitably be required. In addition, SCAG also updates the Regional Model periodically, usually with each RTP cycle, and SBTAM will need to keep pace with those improvements. Thus, additional investment will be required on a recurring basis. Specific improvement needs will be identified at the appropriate time in the future.

Financial Impact: This item is consistent with the approved Fiscal Year 2011/2012 SANBAG Budget, Task 0202, Transportation Modeling and Forecasting.

Reviewed By: This item was reviewed by the Plans and Programs Committee on June 20, 2012.

Responsible Staff: Steve Smith, Director of Planning

BRD1207b-ss
Attachments: BRD1207b1-ss; BRD1207b2-ss

Attachment 1

Process for providing access to the San Bernardino County Transportation Analysis Model (SBTAM)
(Draft, discussed with the Transportation Technical Advisory Committee, April 30, 2012)

Overall Principles of SBTAM Maintenance and Access:

- Provide easy, timely, and inexpensive access to SBTAM for planning and project work in SB County
- Provide a process for improving SBTAM networks, demographic data, and functionality over time
- Protect the integrity of the modeling process for individual projects
- Continue coordination with the SCAG model improvement program
- Maintain a set of master files containing the most current and accurate modeling data.

Levels of Access

- Obtaining SBTAM outputs (no new modeling runs)
- Agency/consultant access to SBTAM (for purposes of modeling runs)
- Modeling requests processed by SANBAG (future)

Process for Obtaining SBTAM outputs (no new modeling required)

- Typical request would be 2008 and 2035 volume plots (AM peak period, PM peak period, and daily)
- Fill out model output request (electronic file) and submit to SANBAG designee. Request will include: project sponsor; name of consulting firm, name of person making request and associated contact information; name and location of project; purpose and scope of the project; specific outputs required (e.g. volume data and year); geographic area to be included; timeline by which the information is needed.
- SANBAG will provide electronic files (e.g. PDF files) containing the requested data, plus any additional files containing necessary background information for interpretation of results (e.g. socioeconomic data for zones in the area).

Agency/Consultant Access to SBTAM (for purposes of modeling runs)

- Access to SBTAM will be granted on a project-by-project basis for planning and project development work in San Bernardino County. Use of SBTAM on a project will require submittal and SANBAG approval of an SBTAM Request for Permission form. The form requires agreement to the terms and conditions of the use of SBTAM.
- Each additional project will require submission and approval of a separate Request for Permission form. Approval will be by the SANBAG Director of Planning. SANBAG retains the right to approve or deny any request.
- The Request for Permission form will contain the following: Project sponsor; name of project for which SBTAM is to be used; purpose and scope of the project; specific products to be generated; expected duration of the project (will require expiration date); responsible modeler(s); responsible principal and contact information; office location(s) where the model will be used; and agreement to terms and conditions.
- Jurisdictions/Consultants shall not distribute the model to other parties or to offices not listed as requiring SBTAM access in the Request for Permission form.
- A nominal fee will be established for receiving copies of SBTAM. There will be no charge for its use on SANBAG projects.
- Agencies/consultants may recommend changes to master network and TAZ data. SANBAG will maintain a log of the recommended changes and will make those changes to the master files periodically.
- Consultant is responsible for concurrence of project sponsors and CEQA lead agencies on the modifications to be made to the files.

Table 2. Comparison of 2035 and 2008 Daily Traffic Volumes at Screenlines in the Valley Subarea

ID	Street Name	2008 SBTAM	2035 SBTAM Model ADT	Growth%
1	North/South east of Riverside Avenue	402,723	569,276	41%
2	North/South west of Etiwanda Avenue	292,596	393,118	34%
3	North/South east of Citrus Avenue	439,813	608,742	38%
4	East/West north of Arrow Highway	938,763	1,309,273	39%
5	East/West north of SR-210 at foothills	40,627	83,951	107%
6	North/South west of Yucaipa Blvd	182,774	268,842	47%
7	East/West north of I-10 between I-15 and I-215	324,603	429,268	32%
8	East/West South of I-215/I-15 Junction	229,105	360,541	57%
9	East/West south of SR-210 between I-15 and I-215	144,962	181,800	25%
10	(SCAG SCREENLINE 6): North/South east of Euclid Avenue	934,611	1,298,147	39%
11	(SCAG SCREENLINE 7): East/West south of I-10	817,733	1,168,966	43%
12	(SCAG SCREENLINE 9): North/south west of SR-215	362,177	527,991	46%
13	(SCAG SCREENLINE 30): East/West north of SR-91	761,152	1,182,027	55%
	VALLEY SUBREGION TOTAL	**5,871,640**	**8,381,942**	**43%**

Table 3. Comparison of 2035 and 2008 Daily Traffic Volumes at Screenlines in the Mountain/Desert Subareas

ID	Street Name	2008 SBTAM	2035 SBTAM ModelADT	Growth%
1	North/South - South of I-15/Old Highway 58	74,844	111,634	49%
2	North/South - West of SR-247/Barstow Road	11,380	17,885	57%
3	East/West - North of Bear Valley Road/East of Yates Road	50,324	56,625	13%
4	North/South - West of I-15	152,886	217,383	42%
5	East/West - North of Palmdale Road (SR-18)/North of Green Tree Boulevard	167,022	263,784	58%
6	North/South - East of US-395	59,507	109,373	84%
7	East/West - North of I-15/East of SR-58	36,165	43,809	21%
8	East/West - North of Happy Trails Highway (SR-18)	16,136	28,497	77%
9	(SCAG Screenline 13): East/West - North of Cajon Pass	204,454	338,181	65%
10	(SCAG Screenline 13): East/West - South of SR-247 (Big Bear Area)	6,354	6,853	8%
11	(SCAG Screenline 20): East/West - North of SR-18/North of Dale Evans Parkway	95,710	161,142	68%
12	North/South - North of SR-15/West of Bartow Road	92,802	135,896	46%
13	(SCAG Screenline 31): North/South - North of SR-18/North of Dale Evans Parkway	61,970	95,270	54%
14	(SCAG Screenline 32): North/South - South of SR-62/West of US Highway 95	34,205	59,709	75%
15	(SCAG Screenline 34): North/South - East of I-15 / North of State Highway 173	138,362	216,571	57%
16	East/West -East of US Highway 395/North of Bear Valley	230,809	312,897	36%
MOUNTAIN SUBREGION TOTAL		**1,483,300**	**2,239,479**	**51%**

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Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 28

Date: July 11, 2012

Subject: Policy Committee Caucuses

Recommendation:* Report on caucus results of the West Valley and Mountain/Desert city representatives to select members to serve on the Administrative Committee.

Background: Terms of appointment for the members of the Administrative Committee expired at the end of the fiscal year. Terms expiring at the end of the fiscal year is new this year because of the changes that the Board of Directors made to the membership of the Administrative Committee to add each of the Policy Committee Chairs as members of the Administrative Committee. At the same time, the Board wanted to be sure to maintain the geographic equity among the subareas of SANBAG and directed that after Committee Chairs were selected for the other Policy Committees, that members of the Administrative Committee would be selected to keep geographic balance.

The Committee Chairs for the other Policy Committees have been selected and it is time to select the other members to fill out the rest of the committee. Below is a list showing the Officers and Chairs of the SANBAG Board of Directors whom are automatic members of the Administrative Committee and the vacancies available to be filled in each subarea. Not counting the Board Officers, each subarea is to be represented by three Board Members. Each Subarea is to be represented by two city members who will either be a Policy Committee Chair or

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1207d-dab

selected by caucus of the city members from the subarea. The County Supervisor members of the Administrative Committee will either be a Policy Committee Chair or are selected by the County Board of Supervisors.

Officers
Mike Leonard, Hesperia, Chair (Board Vice President)
Janice Rutherford, County, Vice Chair (Board President)
Larry McCallon, Highland (Past President)

East Valley
Dick Riddell, Yucaipa (Major Projects Committee. Chair)
Patrick Morris, San Bernardino, (Commuter Rail and Transit Committee Chair)
Vacancy, County Member

West Valley
Dennis Michael, Rancho Cucamonga (Plans and Programs Committee Chair)
Vacancy, City Member
Vacancy, County Member

Mountain/Desert
Julie McIntyre, Barstow (Mountain/Desert Committee Chair)
Vacancy, City Member
Vacancy, County Member

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

Reviewed By: This item has not received prior policy committee review.

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

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 29

Date: July 11, 2012

Subject: Authorize Executive Director, Chief Financial Officer, and Accounting Manager to execute transfers with the Local Agency Investment Fund (LAIF)

Recommendation:* Approve Resolution No. 13-003 authorizing Raymond W. Wolfe, Executive Director; William Stawarski, Chief Financial Officer (CFO); and Hilda Flores, Accounting Manager, to execute transfers with LAIF.

Background: Currently, only the Executive Director and CFO are authorized to execute transfers. It is prudent to include the Accounting Manager to execute trades in the absence of the CFO or Executive Director.

Financial Impact: There is no financial impact associated with this item.

Reviewed By: This item has not received prior policy committee review.

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE		CMA	X

Check all that apply.
BRD1207b-ws
Attachment: RES13003

RESOLUTION NO. 13-003

RESOLUTION AUTHORIZING INVESTMENT OF FUNDS IN THE LOCAL AGENCY INVESTMENT FUND (LAIF)

WHEREAS, Pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 as added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors does hereby find that the deposit and withdrawal of money in LAIF in accordance with the provision of Section 16429.1 of the Government Code for the purpose of investments as stated therein as in the best interests of the San Bernardino Associated Governments (SANBAG).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of San Bernardino County Transportation Authority hereby authorizes the deposit and withdrawal of SANBAG monies in the LAIF in the Treasury in accordance with the provision of Section 16429.1 of the Government Code for the purpose of investment as stated therein.

BE IT FURTHER RESOLVED, that the following SANBAG employees, and their successors, shall be authorized to order the deposit and withdrawal of monies in LAIF:

Ray Wolfe, Executive Director _____

Bill Stawarski, Chief Financial Officer _____

Hilda Flores, Accounting Manager _____

Approved by the Board of Directors of the San Bernardino County Transportation Commission at a regular meeting thereof held this 11th day of July, 2012.

Approved
Board of Directors

*Date:*_____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

RES13003

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 30

Date: July 11, 2012

Subject: Contract C13020 with ICF Jones and Stokes and Contract C13021 with Atkins North America, Inc. for the Regional Greenhouse Gas Inventory and Reduction Plan and Environmental Impact Report

Recommendations:* 1) Approve award of Contract No. C13020 with ICF Jones and Stokes for the Regional Greenhouse Gas Inventory and Reduction Plan, in the not-to-exceed amount of $173,628;

2) Approve award of Contract No. C13021 with Atkins North America, Inc. for the Regional Greenhouse Gas Inventory and Reduction Plan Environmental Impact Report in the not-to-exceed amount of $220,803.35;

3) Approve payment of the following invoice numbers and amounts from Atkins North America, Inc. for services rendered during the time following expiration of Contract No. C10170 on December 31, 2011 and prior to initiation of new contract C13021:
   - Invoice No. 1133132 for an amount of $ 1,950.00
   - Invoice No. 1136729 for an amount of $ 7,020.00
   - Invoice No. 1141901 for an amount of $ 5,557.50
   - Invoice No. 1137748 for an amount of $13,845.00
   - Invoice No. 1139812 for an amount of $ 4,290.00
   - Invoice for expenditures that may have been incurred in June prior to stop work order

4) Approve an amendment of the SANBAG Fiscal Year 2012-2013 budget increasing Task 0495 (Greenhouse Gas) by $38,385 to fund additional

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1207c-ss
Attachment: C13020; C13021

consulting services required for the Regional Greenhouse Gas Inventory and Reduction Plan with the addition of the City of Colton to the participating cities. The additional funds will be provided directly by the City of Colton per Contract No. C13017, being approved as a separate agenda item.

Background: At the June 20, 2012, Plans and Programs Committee meeting, staff apprised Board members of a situation regarding two contracts associated with the Regional Greenhouse Gas (GHG) Inventory and Reduction Plan and Environmental Impact Report. Staff had been in the process of developing amendments to contracts C10165 with ICF Jones & Stokes (ICF) for the development of the Plan and C10170 with Atkins North America, Inc. (Atkins) for the Environmental Impact Report when it was discovered that the Atkins contract had already expired and the ICF contract was expiring on June 30, 2012, leaving no time for approval of a contract amendment prior to the July Board meeting. Both contracts were originally executed in January 2010, with expiration dates of December 31, 2011. The ICF contract was previously amended, with the new expiration date of June 30, 2012. This requires staff to develop new contracts with the two firms, if the services are to continue.

Staff brought this problem to the attention of the Plans and Programs Committee at the earliest possible moment after it was discovered, to advise the committee members of the nature of the problem, to identify possible solutions, and to seek committee direction on next steps. A supplemental agenda item was prepared, and the issues were discussed at the committee meeting of June 20, 2012. Staff requested direction from the committee whether to: 1) take the new contracts directly to the SANBAG Board at its meeting on July 11, 2012, or 2) bring the new contracts back to the Plans and Programs Committee in July and then to Board in August. The Committee provided direction to staff to take the new contracts directly to the July 11, 2012 Board meeting so as provide the least interruption possible to the 21 cities for which the work is being conducted.

Both the ICF and Atkins contracts were originally issued on a sole source basis, using the same consultants as were used for the County of San Bernardino's Greenhouse Gas Inventory and Reduction Plan, and the authority for sole source procurement was granted by the Board in January 2010. The contracts were approved as sole source so that SANBAG and the cities could thereby benefit from the experience already gained through the consultant work with the County and realize savings through economies of scale.

The contract amendments were being developed to both extend the completion dates to June 30, 2013, and to add the City of Colton to the other 20 cities being provided with professional services under these contracts. The additional time is needed primarily as a result of delays incurred waiting for datasets to be finalized

for the Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), adopted by SCAG in April 2012, on which the GHG studies are dependent. More time is also anticipated for cities to receive policy buyoff from their own management and elected leaders. A separate item in this Board agenda is requesting approval of the Memorandum of Understanding (MOU) with the City of Colton governing the city's participation in the study.

New Contracts for which Approval is Requested

The Scopes of Work for the new agreements with ICF and Atkins are attached. The ICF contract is for $173,628. When combined with amounts expended under the original contract, the total for ICF is $567,582. The Atkins contract is for $220,803.35, totaling $287,670 when combined with amounts expended under the original contract. The contracts include the additional work to be performed by both consultants for the City of Colton, as reflected in the scopes of work for the agreements.

SANBAG staff is recommending the above contracts be approved allowing for this work to continue until completion. The new expiration dates for the contracts will be June 30, 2013. The scopes of work for the two contracts have been annotated to identify the activities that have already been completed or partially completed in the original contracts. The new contracts also provide for the City of Colton to join the effort, and scopes of work have been added specifically to include the work activity needed to incorporate Colton into the study.

The additional amount needed in the ICF contract for the City of Colton is $27,125 and for the Atkins contract is $11,260. All the funds needed for the City of Colton work are being contributed by the City, as indicated in a separate item on this Board agenda. These additional funds are reflected in the new contract amounts for ICF and Atkins. This agenda item also requests an amendment to the SANBAG Fiscal Year 2012-2013 budget to accommodate the funding and work activity for the City of Colton.

In addition to the above, invoices have been paid for Atkins' work on the project following the expiration of the contract. Staff requests that the Board authorize the payments that have already been made to Atkins during this period. Specific invoice payments have been identified in Recommendation 3, totaling $32,662.50, plus an amount in June that may have been expended prior to issuance of the stop work notice to Atkins.

Enhancements to the Tracking of Contract Expiration Dates

As a result of this situation, staff has looked at ways of improving SANBAG's contract tracking system so that contracts are not inadvertently allowed to expire in the future. The following points summarize enhanced procedures for internal controls:

1. The contract module within the financial system already includes a field for expiration date. This date is printed on cover sheets (Accounts Payable vouchers) for the processing of invoices. All staff with contract management responsibilities has been informed to closely monitor contract expiration dates.
2. An enhanced report is now being prepared that lists all contracts expiring within 6 months of the date of that report. This report is being distributed monthly to Directors and is posted on the SANBAG intranet for review by staff with contract management responsibilities.
3. Staff is in the process of contacting Tyler Technologies (the vendor for the SANBAG financial system) to add a flag in the financial system for contracts expiring within 3 months, allowing sufficient time for amendments to be processed.
4. The Finance Department is currently reviewing all contract expiration dates for accuracy. Entries of expiration dates for new and amended contracts will be double checked.

Financial Impact: New Contract C13020 with ICF Jones and Stokes (ICF) will be executed in the not-to-exceed amount of $173,628 and with an expiration date of June 30, 2013. New Contract C13021 with Atkins North America, Inc. will be executed in the not-to-exceed amount of $220,803.35 and with an expiration date of June 30, 2013. The SANBAG FY 2012/2013 budget will be increased by adding $38,385 to Task 0495 - Greenhouse Gas, to be funded by a contribution from the City of Colton.

Reviewed By: This item was reviewed by the Plans and Programs Committee on June 20, 2012, without the information on the new contracts. The committee directed staff (9-3-0/opposed McCallon, Rutherford, Gonzales) to bring the new contracts directly to the SANBAG Board for approval at its July 11, 2012 meeting. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and contracts as to form.

Responsible Staff: Steve Smith, Director of Planning

BRD1207c-ss
Attachment: C13020; C13021

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CONTRACT SUMMARY SHEET

Contract No. C 13020 Amendment No. _____

By and Between

SANBAG and ICF Jones & Stokes

Contract Description Regional Greenhouse Gas Inventory and Reduction Plan

Board of Director's Meeting Date: July 11, 2012

Overview of BOD Action: Approve contract with ICF Jones & Stokes for preparation of Regional Greenhouse Gas Inventory and Reduction Plan. This continues the work partially completed in contract C10165, which expires on June 30, 2012.

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

CONTRACT OVERVIEW

Original Contract Amount	$	173,628	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	173,628	TOTAL CONTINGENCY VALUE	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	173,628

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
7/11/2012	6/30/2013	

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

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. 0495

☒ A Budget Amendment is required.

How are we funding current FY?.

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

This project is funded primarily by contributions from participating cities plus a small amount of Measure I 1990—2010 Transportation Management and Environmental Enhancement funds. $27,125 in contributions from the City of Colton are being added to cover the city's participation.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

MM 6/27/12

Steve Smith	Steve Smith	6/27/12
Task Manager (Print Name)	Signature	Date
Steve Smith	Steve Smith	6/27/12
Project Manager (Print Name)	Signature	Date
Jeffery Hill	[signature]	6/27/12
Contract Administrator (Print Name)	Signature	Date
WILLIAM STAWARSKI	[signature]	6/27/12
Chief Financial Officer Signature (Print Name)	Signature	Date

CSS C10165-2

Attachment "A"

Scope of Work

Project Understanding

Climate change mitigation and adaptation are a growing concern for the County of San Bernardino and cities within the County, as well as for other counties and cities around the world. The state of California has taken an aggressive stance to address global warming through AB 32, the "Global Warming Solutions Act of 2006," Executive Order S-3-05, signed by Governor Schwarzenegger, and SB 375 which calls for coordinated land use and transportation planning as a means to address climate change, and additional legislative and regulatory actions. AB 32 requires that the state's global warming emissions be reduced to 1990 levels by the year 2020. Executive Order S-3-05 established statewide GHG emission reduction targets as follows:

- By 2010, reduce GHG emissions to 2000 levels
- By 2020, reduce GHG emissions to 1990 levels
- By 2050, reduce GHG emissions to 80% below 1990 levels

It will be very challenging for the cities involved in the PROJECT (also sometimes referred to as the San Bernardino Regional Climate Partnership, or SBRCP) as well as the State of California to meet these targets. Immediate actions are needed in order to reduce the cumulative and more serious impacts that would otherwise occur.

There is no learning curve for CONSULTANT for this type of work; immediately on project startup we will customize our data requirement templates for the requested GHG inventories and will use these as the basis for consulting with city and County staff, SANBAG, the South Coast Air Quality Management District (SCAQMD), as well as with utility and other public agency staff to identify where local data is available and where we will have to fall back on default data sources. The inventories themselves will be housed in CONSULTANT's standard spreadsheet tools that are ready to go, can be initially populated with default data, and then quickly updated as better local data is acquired. We will take a similar approach to strategy development, starting with a list of measures that have been taken by other local governments in California, and customizing this to the jurisdictions that participate in the SBRCP.

We know from experience that there are important differences in the methods, the data sources, and the emission reduction strategies that apply to internal operations as compared to those that apply to the external influence of city governments like those in the County of San Bernardino. In the case of internal operations, the required data (mostly records of fuel and electricity consumption) is usually readily at hand within the local government, can be easily processed to produce emission estimates, and the measures that can be taken to reduce emissions are relatively straightforward and under the direct control of the local government. In contrast, the data sources required to construct an inventory of emissions influenced by the cities and County (i.e., "external emissions sources") are dispersed and often indirect, requiring the addition of expert assumptions and methods in order to yield the GHG estimate, and the emission reduction methods are similarly indirect and have impacts that can usually only be estimated. For the internal inventories and reduction plans, we propose to provide a decision support tool to the city governments, along with data collection and tool support to ensure that each city gains familiarity with the tool for future efforts. This process will enable the cities to customize their internal inventories and reduction plans according to the specific needs of their government operations and will facilitate future, cost effective updates of these inventories and reduction plans. However, the external inventories and reduction plans will require coordination amongst

jurisdictions to obtain data, conduct analysis, and develop GHG reduction measures. For these reasons, we will conduct parallel but somewhat separate work programs for the internal and the external inventories and reduction plans.

Proposed Plan to Achieve the Program Objectives
CONSULTANT understands the overall objectives of the proposed scope to be the following:

- Provide a climate action plan tool to each city government to develop its internal inventory and reduction plan; provide technical and decision-making support for this tool as needed.
- Develop regional and local climate action measures for the following sectors: building energy water, transportation, goods movement, waste, and stationary fuel combustion.
- Develop external climate action plans for each jurisdiction participating in the SBRCP as individual components of a regional (County-wide) climate action plan CONSULTANT has developed a proven approach to achieving these objectives and has honed this approach through implementation with several large public sector clients.

Our proposed scope of work is presented below. We envisage the work proceeding in overlapping phases, and we have grouped individual tasks accordingly:

- Task 1 – Preliminary Research, Data Source Identification, and Scoping
- Task 2 – Finalization of Data Source and Scoping Issues
- Task 3 – Tool Development and Support for City Internal Inventories and Reduction Plans
- Task 4 – Development of Regional GHG Reduction Strategies
- Task 5 – Analysis and GHG Baseline Development for City External Inventories
- Task 6 – Development of City External GHG Reduction Goals and Strategies
- Task 7 – Evaluation of GHG Reduction Strategy Implementation and Feasibility

Task 1. Preliminary Research, Data Source Identification, and Scoping – 100% Complete as of 6/30/12
The scope for this task includes one meeting with SBRCP at each of which three key representatives from the CONSULTANT team will attend in person. Additional in person meetings requiring CONSULTANT travel are presumed to be outside of the scope of this task.

Task 1.1 Project Startup Meeting
This task includes conducting an initial meeting with the cities, County, and SANBAG, and other participants in the regional partnership to discuss the proposed content of the work plan, schedule, budget, and communication protocols. Identify key data providers at each city and at other agencies and discuss scoping issues around the external GHG Plan.

Task 1.2 Literature and Data Source Review
We will review existing GHG emissions inventory data from SCAQMD, cities in the County, and other readily available sources including all the data developed previously in work with San Bernardino County. Through this review we will have a strong understanding of the activities taking place within the County to ensure that all major GHG sources are identified.

Task 1.3 Scoping Issues Paper
We will prepare a scoping issues paper within the first 6 weeks of the startup meeting to examine

all project key issues.

Task 1.3.1 Scoping Issues for City Internal GHG Plan Tool
CONSULTANT will evaluate options for developing a tool that SBRCP member communities may use to conduct internal government GHG inventories and plan and track GHG reduction measures. CONSULTANT will draw from our experience in conducting local government GHG inventories and reduction plans for clients such as the government of San Bernardino County. CONSULTANT will draw from its library of existing tools to propose a custom tool for SBRCP.

Such existing tools include:

- The Excel-based State Inventory Tool, developed for the EPA, which provides states with data and calculations to conduct state inventories;
- The Excel-based Performance Tracking System, developed for the U.S. Capitol, which provides one module for estimating corporate-level GHG emissions and a second module for planning and tracking GHG reduction measures;
- The Microsoft Access-based GHGID software, developed for conducting corporate-level GHG inventories; and
- Additional Excel-based solutions for GHG inventory developing and reduction planning developed for regional planning agencies and other local governments. Under this task, CONSULTANT will analyze the GHG sources, proposed inventory methodology, and default reduction options that will be included in the tool. CONSULTANT will also discuss the proposed structure of the tool that balances utility and flexibility to SBRCP with resources available under this project by leveraging existing CONSULTANT tools.

Task 1.3.2 Scoping Issues for External GHG Plans
The scope for the External GHG Plans needs to be precisely understood to avoid delays and misunderstandings later in the project. The policies and activities of the cities in the County affect GHG emissions both within and outside of the geographical boundaries of each city. This analysis will set out the issues for which we require explicit sign-off from the cities in order to precisely define the scope of the External GHG Plans and the corresponding data required to complete it. This analysis will form the basis for a meeting with the SBRCP (under Task 2) in which we will gain clarification of any possible scoping issues related to the External GHG Plans.

Task 1.3.3 Scoping Issues for Local and Regional GHG Reduction Measures
Certain sectoral reduction strategies (including energy efficiency and renewable energy) can be addressed through local city action, but may be able to be more efficiently implemented with regional cooperation. Specific sectors (i.e., water, transportation, goods movement, waste, and stationary fuel combustion) may be more effectively addressed through a combination of local and regional GHG reduction measures. These measures require the cooperation of numerous public agencies and may address emissions that span multiple cities and jurisdictions within the County. As such, the scope for the local and regional GHG reduction measures should also be precisely understood to avoid delays and misunderstandings later in the project. This short paper will set out the issues for which we require explicit sign-off from the SBRCP in order to precisely define the scope of the local and regional GHG reduction measures and the corresponding data required to complete these measures. This analysis will form the basis for a

meeting with the SBRCP (in Task 2) in which we will gain clarification of any possible scoping issues. This scoping paper will also specifically address how to scale each of these emissions sources and associated reductions to the city-level so that these sources can be integrated into the individual city External GHG Reduction Plans.

Task 2. Finalization of Data Source and Scoping Issues – 100% Complete as of 6/30/12 pursuant to Contract C10165

The scope for this task includes two meetings with SBRCP at each of which two key representatives from the CONSULTANT team will attend in person. Additional in person meetings are presumed to be outside of the scope of this task.

Task 2.1 Internal GHG Plan Tool Scope Meeting

The analysis prepared in Task 1.3.1 will form the basis for a discussion with the objective of clarifying and finalizing any issues related to the scope of the Internal GHG Tool.

Task 2.2 External GHG Plans Scope Meeting

The analysis prepared in Task 1.3.2 and 1.3.3 will form the basis for a discussion with the objective of clarifying and finalizing any issues related to the scope of the External GHG Plans.

Task 2.3 Final Scoping Issues Paper

Upon receipt of comments from SBRCP and after Task 2.1 and 2.2, CONSULTANT will revise the memo,
which will serve as the template for subsequent actions.

Task 2.4 Candidate Measures for City External GHG Plans

Once the scope for the External GHG Plans has been specified in detail, we will compile a list of candidate measures for the External GHG Plans by drawing on our own experience, the literature review, and interviews with SBRCP and SCAQMD staff.

Task 2.5 Data Acquisition for City External GHG Inventories and Plans

Following completion of Tasks 2.3, we will contact (via phone and email) members of the SBRCP, the SCAQMD, and other potential data providers to identify and acquire the data needed for the External GHG Inventories and Plans.

Task 3. Tool Development and Support for City Internal Inventories and Reduction Plans – 98% Complete as of 6/30/12 pursuant to Contract C10165

CONSULTANT has worked with a variety of governments and private entities to develop corporate-level GHG inventories and reduction plans using a combination of established protocols, available platforms such as the ICLEI Clean Air and CACP software, and custom Microsoft Excel- and Access-based systems. In this case, CONSULTANT believes that the SBRCP will be best served with an interactive tool specific for SBRCP city governments. Such a tool would rely on existing protocols and methodologies, would be designed to be flexible enough to meet the SBRCP's needs now and in coming years, and would employ a user-friendly interface that is informative and easy to use. Specifically, the tool would be consistent with the CARB Local Government Operations Protocol (LGOP). This approach would allow the SBRCP's member communities to build capacity in local government to conduct GHG inventories, understand reduction options, and monitor progress as plans are implemented. CONSULTANT seeks to provide the SBRCP with the means to understand government GHG emissions and actively conduct reduction activities well after the project has been completed.

The scope for this task includes one training with SBRCP in which two key representatives from the CONSULTANT team will attend in person. Additional trainings or in person meetings requiring CONSULTANT travel are presumed to be outside of the scope of this task.

Task 3.1 Develop Internal Inventory and Reduction Planning Tool
CONSULTANT will develop a tool for SBRCP's member communities to use to conduct internal GHG inventories and plan GHG reduction activities. The tool will contain all major sources of GHGs common to inventories such as buildings, vehicle fleets, employee commuting, streetlights, water and wastewater, and waste management, as well as any other sources relevant to SBRCP's member communities. The tool will assist with emissions forecast projections and will also contain built-in reduction measures, such as building, vehicle, and lighting energy reduction and energy efficiency, as well as new measures that may be added by users. CONSULTANT will maximize efficiency under this task by adapting existing tools for this purpose. Screenshots of some existing tools are provided on the following page. CONSULTANT will develop a brief user's guide to be distributed with the tool.

Task 3.2 User Support for Internal Inventory and Reduction Planning Tool
CONSULTANT will distribute the tool and user's guide and will provide initial support to users of the tool developed under Task 3.1. CONSULTANT will provide a training session for representatives of the member cities in SBRCP; this training session will be conducted in person. CONSULTANT will create an email account for users to contact when they are encountering difficulty or require guidance during initial use (limited to first month after training session). The amount of technical support will be limited to the hours included in the final scope for this task and will need to be specifically defined by the SBRCP to assure adequate budget. CONSULTANT will monitor this account and respond to inquiries as needed. If users identify any changes needed to the tool during the initial review, CONSULTANT will provide one update either via a patch or with an updated file, depending on the nature of the changes.

Task 3.3 Peer Review of Internal GHG Inventory and Reduction Plans (Optional – Not included in Scope)
As an optional task, CONSULTANT could provide peer review of the internal GHG inventories and reduction plans prepared by the cities within the SBRCP. This task, if added to this scope, would consist of review of the inventory and reduction plan prepared by the individual cities, provision of peer review comments and suggested revisions. Actual changes to the inventories and reduction plans are presumed to be done by the cities themselves. Depending on the desire for this service and the number of cities requesting this support, CONSULTANT can prepare a budget augment request to cover this additional service.

Task 4. Development of Local and Regional GHG Reduction Strategies – 77% Complete as of 6/30/12 pursuant to Contract C10165
CONSULTANT has already developed local GHG reduction strategies applicable to San Bernardino County through its work for the County. We expect to do little additional development of these local measures as they are expected to be directly applicable to the cities within the County. These measures primarily focus on building energy efficiency and renewable energy for residential and commercial applications.

As described above, specific emissions sectors may be more effectively addressed through a combination of local and regional GHG reduction measures, particularly if the emissions associated with these sectors span several jurisdictions and are under the authority of several different agencies. The reduction measures associated with these regional emissions sources will require the cooperation of numerous public agencies. We will address the following sectors in parallel to develop emissions inventories and reduction measures for these sectors: water, transportation, goods movement, waste, and building energy.

The scope for this task does not include any in person meetings with SBRCP. Any in person meetings for this task are presumed to be outside of the scope of this task.

Task 4.1 Water

We will evaluate the GHG emissions reduction potential for the water sector in San Bernardino County. Analysis will be conducted to determine an annual per acre foot demand of water that is consistent with meeting the per capita water use reduction goal of "20x2020", as defined by the Governor's *Water Conservation Statewide Implementation Plan.* In February 2008, Governor Schwarzenegger called for a 20 percent reduction in per-capita water use by 2020 (i.e.,"20x2020") and initiated development of an aggressive plan of conservation to achieve that goal. The Department of Water Resources, the State Water Resources Control Board, the California Energy Commission, the Public Utilities Commission, the Department of Public Health, the Air Resources Board, CALFED, and the U.S. Bureau of Reclamation have been actively preparing a statewide implementation plan to achieve this goal. The "20x2020" Agency Team has prepared a report that includes regional baseline urban water use data with water conservation targets for year 2020, a strategy for achieving those targets, and an implementation plan.

We will review relevant energy use data embedded in pertinent water processes throughout the County. We will review relevant data, as available, for groundwater pumping, water treatment and distribution, wastewater treatment, and reclamation systems. Additionally, we will include the water conveyance facilities from the State Water Project (SWP) and the Metropolitan Water District of Southern California. Urban water management plans will provide a standard template of water sources and demand projections upon which our energy consumption forecasts will be made for 2020. Available additional data sources that may be reviewed, if needed, would consist of General Plans and reports authored by the California Energy Commission (CEC) and Department of Energy. This analysis will be conducted for public agencies only, including special districts and municipalities that provide urban and agricultural water to the County. The intent of data collection is not a comprehensive water demand analysis for the county. This will be a generalized assessment of water demand informed by local conditions, but not necessarily reflective of precise water energy use on the ground.

The embodied energy use for water transport from outside of the County will be obtained from the CEC 2006 report, *Refining Estimates of Water-Related Energy Use in California.* This report provides proxies for embodied energy use for water in southern and northern California. Information in the CEC 2006 report regarding electricity usage and loss factors, as well as imported water quantities obtained from the urban water management plans, will be used to calculate indirect emissions from water importation to the County from the Colorado River and from the SWP. Emissions calculations will be based on electricity emission factors and guidance from the CCAR General Reporting Protocol.

Task 4.1.1 Develop and Evaluate Best Management Practices for Energy-Water Conservation (Optional – Not included in Scope)

As an optional task (not included in scope/cost estimate) we could further develop and evaluate a series of Best Management Practices (BMPs) for energy-water conservation purposes. We propose to develop and apply these BMPs as site specific case studies to determine their

effectiveness and feasibility at achieving the 20% water conservation goal. BMPs may include some of the 14 water conservation BMPs already developed by the California Urban Water Conservation Council and in use throughout the state. Results of this task could inform the County and local water purveyors of additional means of implementing their 2010 Urban Water Management Plans consistent with meeting GHG reduction strategies.

Task 4.2 On-Road Transportation

On-road transportation emissions for the County will be based on estimates of regional vehicle miles traveled (VMT) and speed class. DKS Associates (DKS) will act as a subconsultant to CONSULTANT to configure and run SCAG's travel demand model for different land use and transportation scenarios. Estimates of regional VMT by vehicle and speed class for each origin-destination (OD)pair and scenario will be determined from the travel demand model. VMT estimates will then be aggregated as a daily total, with a weekday average. Unless otherwise requested, CONSULTANT will not consider the effects of congestion on emissions since this analysis would greatly increase the computational requirements. In addition, there are also methodological concerns about the accuracy of using EMFAC2007 to estimate the effects of congestion on emissions. Our approach to the calculation of on-road transportation emissions is divided in five sub-tasks:

1. Define land use scenarios;
2. Define transportation scenarios;
3. Develop VMT assessment methodology;
4. Setup and run TDM;
5. Calculate emissions.

Task 4.2.1 Define Land Use Scenarios

On-road emissions estimates for 2020 will be based on several VMT forecasts. These VMT forecasts will be developed based on potential scenarios for land use development patterns and the transportation network in San Bernardino County to 2020. We will work with SANBAG, SCAG and other local jurisdictions in San Bernardino County to define up to six scenarios to be tested. The six scenarios will be a combination of land use scenarios and transportation scenarios. Three potential sources for land use scenarios in San Bernardino are:

SCAG's 2008 RTP – SCAG's Long-Range Transportation Plan (RTP) contains a VMT forecast for San Bernardino County, which is based on an integrated growth forecast of population, employment, households, and housing units. The forecast was developed with input from state and federal sources, as well as input from local general plans. As part of this process, VMT forecasts including origin-destination pairs in San Bernardino County were developed. This data can be fed directly into emissions models. The 2008 RTP also included an alternative "envision" scenario that focused on regional jobs-housing balance, but did not follow local plans in some areas and was not fully vetted during the RTP process.

SCAG's Conceptual Land Use Forecast – In response to forthcoming requirements from California's SB 375 legislation, SCAG has developed a conceptual land use scenario, which maintains county level growth forecasts from the 2008 RTP and maintains city level growth forecasts within 10%, but focuses growth in regional and local transit networks, and in high intensity areas as well as some vacant lower density areas. SCAG estimated that the conceptual

land use scenario would reduce transportation CO2 emissions by 1.5 MMt below the 2008 RTP scenario in 2020. Data and maps are available on the SCAG website at the subregional level, showing changes in housing and employment by Traffic Analysis Zone (TAZ), as well as the location of specific development zones and transportation network improvements. These will be input to a travel demand model to develop origin-destination pairs for San Bernardino County.

Hybrid Land Use Forecast – A third development scenario for San Bernardino County could be developed based on additional input from local governments. This scenario would reconcile SCAG's Conceptual Land Use Forecast with likely revisions to General Plans. Local governments could review the assumptions in the Conceptual Forecast and determine whether and how they would modify their General Plans to be consistent with that forecast. This more fully vetted version of the Conceptual Forecast would then be input to a travel demand model to develop origin-destination pairs for San Bernardino County. We presume that any hybrid land use forecast would be developed by SANBAG and the cities and that CONSULTANT would not prepare this forecast.

4.2.2. Define Transportation Scenarios

The transportation scenarios will illustrate variation in highway and transit facilities and services, but will also incorporate trip and VMT reduction measures. We will work with SANBAG, SCAG, and SBRCP to define appropriate trip and VMT reduction measures to include in the transportation scenarios to be tested and to define how the team will evaluate the effectiveness of those measures. The measures to be considered will include measures that encourage mode shifts or increases in vehicle occupancy, measures that produce better traffic operations and measures that promote less environmentally harmful freight movement methods. We expect to identify activities consistent with previous projects and programs, the RTP and other relevant long-range transportation programs. Reductions of regional transportation emissions will be estimated for the activities defined by the stakeholder group listed above. Three potential sources for transportation scenarios in San Bernardino are:

SCAG's 2008 RTP – The 2008 RTP transportation network could be analyzed.

SCAG's Sustainable Communities Strategy – SCAG will be developing an alternative network to support the SCS. If this is developed in time to support this work, this network could be analyzed.

Alternative Transportation Network (not included in scope) – Alternatives to the 2008 RTP or the SCS could be analyzed as developed by SANBAG or the partnership cities. Given the level of analysis that might be necessary to modify the model to analyze such a network, this is not included in this scope as it is difficult to quantify the level of effort necessary to modify the model for an as yet undefined transportation network.

4.2.3. Develop VMT Assessment Methodology

VMT will be calculated based on the number trips between O-D pairs and the distance of those trips. The distance between each O-D pair will be determined from the shortest time path through the congested network as determined in the final iteration of highway assignment. Distance corrections might be necessary for those trips with an origin or destination outside the region boundary, and for trips within the same municipality. The VMT estimates for each O-D

pair will be allocated to specific municipalities based on a 50-50 split (i.e., VMT is allocated equally between origin and destination) unless SANBAG would like to use a different methodology. The use of the 50-50 split provides a balance between trip generators and trip attractors, and avoids the allocation of through trips to municipalities that are simply conduits for trips. As a result, it enables the evaluation of emission reduction strategies that might be targeted at individual municipalities.

The allocation of VMT by vehicle and speed class will be allocated to local jurisdictions by comparing a GIS layer of jurisdiction boundaries with the GIS description of the model TAZs. Travel data associated with origin or destination TAZs will be allocated to jurisdiction in proportion to the amount of area of each TAZ in a jurisdiction. DKS will also work with the other project participants to define an appropriate set of performance measures from the modeling process and a format for reporting those measures that best facilitate the development of GHG emissions estimates or other environmental performance measures.

4.2.4. Setup and Run TDM

DKS will acquire and use the SCAG model that was used in the development of the 2008 RTP update. DKS will prepare the SCAG TransCAD model for the baseline modeling of the six scenarios. Three of these have been defined previously, but a fourth could include alternative transportation facilities and services that can be represented in the SCAG model. DKS will prepare runs of the model for these four baseline scenarios and provide the appropriate output measures and defined in Task 4.2.1.

- Enter land use and transportation network inputs. DKS will work with the project team to define the land use and transportation inputs for each scenario. DKS will then apply the land use allocations and perform network coding as necessary, translating the scenario elements into TransCAD model inputs compatible with the SCAG networks, land use/socio-economic databases and TAZ structure.

- Run model for four initial scenarios. DKS will prepare model runs for each SCAG model time period (AM Peak, PM Peak, midday and night) for each scenario. Preliminary results of each scenario will be distributed for review by a Technical Advisory Committee and the scenarios will be refined if necessary. For any scenario that is modified, a final set of model runs will be produced.

- Provide VMT, VHT, speed data, trip characteristics, and other outputs for up to four scenarios (without VMT reduction strategies) summed by trip origin & destination TAZ and by jurisdiction. For the final set of model runs for each scenarios, DKS will produce the full set of performance measures agreed to in Task 4.2.1 (in the previous agreed format). The selected measures of effectiveness (e.g., VMT, VHT and speed data) will be summed by trip origin and destination TAZ and summed by jurisdiction.

- Run two additional reduction scenarios to quantify VMT results. DKS will set up and run the TDM Effectiveness Evaluation Model (TEEM) for evaluation of the trip and VMT reduction measures. Preliminary results of each scenario will be distributed for review by a Technical Advisory Committee; the scenarios will be refined if necessary. For any scenario that is modified, a final set of model runs will be produced. For the final set of model runs for each scenario, DKS will produce the full set of performance measures agreed to in Task 4.2.1 and in the format agreed to.

4.2.5. Calculate Emissions and Reductions
We will use EMFAC2007 to calculate emissions from CO2 and CH4. EMFAC2007 does not currently estimate emissions of N2O. To evaluate the impact of the recently proposed national CAFE standards, we will adjust the emission factors for each model year of each vehicle type based on the default fuel efficiency in EMFAC2007 and the revised fuel efficiency from the new standards. We will consider a business as usual case in EMFAC2007 and the proposed national CAFE standards (which will be assumed to be equivalent to the AB 1493 scenario). We will use EMFAC2007's default vehicle age distribution to estimate composite emission factors by vehicle type, unless we are able to obtain more specific vehicle age distributions for the study region.

For many of the transportation reduction measures, it will be necessary to estimate the amount of VMT reduced in order to estimate the impact on GHG emissions. Some measures may require estimation of other parameters, such as a reduction in congestion or freight mode shift from truck to rail. CONSULTANT has recently conducted relevant analysis for the City of Los Angeles. We evaluated the net GHG emissions reduced from several types of transit services provided by the City, including the Commuter Express and the Downtown DASH, by estimating the automobile trips reduced by expanding these systems. Where appropriate, we will follow American Public Transportation Association's recently released "Recommended Practice for Quantifying Greenhouse Gas Emissions from Transit". We will calculate the emissions reduced by regional transit services. We will also adapt the protocol as needed to calculate emissions savings possible from specific transit measures. (The protocol is primarily intended to support the development of inventories.) Estimates will include the GHG impact of transit measures through mode shift, congestion reduction, and compact development, as appropriate. Ridership impacts of specific transit services should be provided by transit agencies. We will use DKS' TDM Effectiveness Evaluation Model (TEEM) to evaluate trip reduction for passenger travel for up to two transportation scenarios. TEEM uses baseline travel information by mode from a regional or countywide model to determine base mode shares by trip end. Changes in trip ends by mode that result from TDM strategies can be used to modify vehicle trip tables by time period. The modified trip tables can be used in new traffic assignments to estimate the impacts of the TDM programs of traffic flows on links in the network. TEEM is designed to evaluate the potential effectiveness of seventeen different TDM strategies by predicting changes in AM Peak vehicle trips, daily vehicle trips, VMT, and person throughput. Each of the seventeen strategies can be tested either individually or in combinations. TEEM uses effectiveness factors for TDM strategies that are derived from national research on TDM applications.

Task 4.3 Goods Movement
Goods movement is a significant source of GHG emissions in San Bernardino County. Southern California is the nation's largest gateway for international trade, and a large portion of containers imported through the Ports of Los Angeles and Long Beach pass through the County on trucks and trains. The County also has Southern California's largest concentration of warehousing activity, in the vicinity of Ontario Airport. Over the last 20 years, GHG emissions from goods movement have grown rapidly due to strong growth in freight demand coupled with relatively modest improvement in the fuel efficiency of trucks, locomotives, and other goods movement equipment.

Opportunities to reduce goods movement emissions in San Bernardino County are somewhat limited because of the long-distance nature of much of the traffic, limited jurisdictional authority over private freight carriers, and the strong link between goods movement and the regional economy. Nonetheless, a comprehensive climate change strategy should address the goods movement sector.

CONSULTANT will identify strategies for reducing goods movement GHG emissions and, to

the extent possible, quantify the impact of these strategies on regional GHG emissions. Some of the most promising strategies are regional in nature, and therefore outside direct control of San Bernardino County city governments. For example, the Regional Transportation Plan includes a system of dedicated truck lanes for low emission trucks that might pass through San Bernardino County. Building off its Multi-County Goods Movement Action Plan, SCAG is currently developing a Comprehensive Regional Goods Movement Plan that will further evaluate options for major investment in goods movement corridors, including both truck lanes and freight rail system improvements. CONSULTANT is part of the consultant team developing this plan, so we will be able to make use of any interim products that assist in development GHG strategies. Other GHG reduction strategies for goods movement are more local in nature. For example, modifying loading/unloading practices at warehouses can help reduce truck idling emissions. Local governments can also take steps to encourage use of biodiesel and other low carbon fuels, not only by their municipal fleets but also by private fleets that operate in their borders. In some cases, roadway system efficiency improvements can reduce truck emissions, including elimination of railroad at-grade crossings and traffic flow improvements. There are also opportunities to reduce GHG emissions from goods movement equipment that operates within terminals and warehouses, including forklifts and the cargo handling equipment at rail yards. We will first develop a comprehensive list of goods movement emission reduction strategies, then discuss with the SBRCP which short list of strategies are worthy of inclusion. We will quantify the GHG benefits of the short list of strategies to the greatest extent possible, given data limitations. For example, it would be relatively easy to estimate GHG impacts from local strategies that reduce truck idling or VMT. Quantifying the GHG impacts of strategies that change truck or railroad speed and congestion levels would likely require regional network modeling, and could only be done if supported by SCAG or SANBAG modeling. For strategies that would be implemented at a large number of locations in the County, like warehouses, we would need to obtain additional data from SANBAG or SCAG on the number and size of warehouses and obtain detailed information from the SCAG truck model.

Task 4.4 Waste

Although many of the landfills in the County are owned and operated by the County government and by private entities, the waste deposited in these landfills is generated throughout the County. To address both reductions that can be achieved at the landfill site as well as through individual practices, we will evaluate emissions from solid waste management for the region using two methods: 1) site-based emissions (e.g., direct emissions from a specific landfill regardless of where the waste originated) and 2) population-based emissions (e.g., indirect emissions associated with waste generated in the region, regardless of where that waste is disposed). We will avoid potential double counting issues by including only the direct or the indirect emissions in the final inventory results, although both emissions estimates may be included for informational purposes.

The site-based approach can identify landfills that may be candidates for methane flaring or capture. The population-based estimates can identify opportunities for regional or city-wide waste reduction measures through source reduction, recycling, or composting. In both methodologies, the first order decay equation presented in EPA's AP-42 guidance (U.S. EPA 1990) and implemented in the U.S. Inventory and EPA's State Inventory Tool can be applied. This type of equation calculates the emissions from waste disposal over a period of time.

Task 4.5 Industrial and Stationary Sources

Additional GHG emissions occur as a result of stationary fuel combustion from industrial and other activities. Stationary combustion sources are non-mobile sources emitting GHGs from fuel combustion. Typical stationary sources include power plants manufacturing facilities (including natural gas combustion for heating purposes). We will estimate GHG emissions from fuel consumption according to California Climate Action Registry (CCAR) protocol, and CARB, EPA, or IPCC where appropriate. Since these stationary sources are typically not under the control of individual cities, we will evaluate emissions and potential reduction measures at the regional level. It is likely that the majority of the emission reductions for this sector will be attributed to state regulations.

CONSULTANT has previously obtained stationary fuel consumption data from the SCAQMD for the entire County and its unincorporated areas, so there will little additional effort needed for this sector's data at a regional scale. However, obtaining this data by end-use sector for individual cities can be challenging. In Task 5.1, we will coordinate with the appropriate data providers to determine the best methodology for scaling this fuel consumption data by city. We can estimate fuel consumption for each city by distributing by population, residential/commercial/industrial square footage, residential/commercial/industrial electricity or natural gas consumption, or other appropriate methodologies.

Task 4.6 Building Energy

An important source of city GHG emissions is indirect emissions from electricity consumption. Indirect emissions from electricity consumption occur as a result of combustion of fossil fuels at power plants for electricity production. To estimate the emissions related to electricity and natural gas consumption for each city, we will contact the utilities which provide electricity and natural gas to the areas within the boundary of each city. We will request electricity and natural gas consumption by end-use sector (i.e., residential, commercial, industrial, and institutional). Electricity providers in San Bernardino County include Southern California Edison, the City of Colton, Bear Valley Electric, and the City of Needles. Natural gas providers include Southwest Gas Corporation and the Southern California Gas Company. We have previously obtained electricity and natural gas consumption data from these utilities and have coordinated with their data collection efforts for preparation of the San Bernardino County GHG Inventory Report and GHG Emission Reduction Plan. We will estimate GHG emissions from electricity and natural gas according to the CCAR protocol. We will use utility-specific electricity and natural gas emission factors where applicable, and region-specific emission factors in all other cases.

Task 5. Analysis and Greenhouse Gas Baseline Development for City External Inventories – 93% Complete as of 6/30/12 pursuant to Contract C10165

CONSULTANT will draw from its extensive experience in developing local, regional, state, and national GHG inventories to develop complete and accurate GHG inventories for each jurisdiction that utilize the best available data and are consistent with the latest inventory methodologies and protocols. CONSULTANT has a large team of experts representing all major GHG inventory sources, including stationary and mobile energy consumption, agriculture, industrial processes, solid waste and wastewater management, and land use, and land use change and forestry. We are experts in developing spreadsheets uniquely suited to the San Bernardino County cities' needs. Our experience in this arena and our reputation for developing transparent,

user-friendly, Excel-based tools will allow us to efficiently produce an accurate, useful product that will provide value not only for the current year's inventory, but will also support projecting emissions for 2020. We are also familiar with and have applied protocols from ICLEI, EPA, the CCAR General Reporting Protocol, the Climate Registry (TCR), the CARB Local Government Operations Protocol, IPCC methodologies, and other sources in our work for clients in California.

CONSULTANT's past work developing the EPA's Excel-based State Inventory Tool, the annual EPA Inventory of U.S. GHG Emissions and Sinks, and numerous other local, state, and regional inventories and adaptation analysis enables us to draw from a wide array of spreadsheets that have already been developed with the calculations and factors necessary for the County's needs. Several of these products—the State Inventory Tool, the EPA's Climate Leadership in Public Places, and EPA's Climate Change Emission Calculator Kit (Climate CHECK)—are GHG inventory tools specifically designed to be user friendly, transparent, and simple to add data to in future years.

Throughout the inventory development, CONSULTANT will coordinate with the SBRCP to discuss inventory progress, discuss issues that emerge during the process, and make decisions when needed. Following receipt of the SBRCP's comments on the draft inventories, CONSULTANT will submit final inventories to each jurisdiction.

Our presumption is that the current year inventory will require a detailed level of disaggregation so as to support estimates of the emission reduction potential of individual measures. While developing the current year inventory for each city, CONSULTANT will collect relevant data on energy use and other GHG-emitting sources relevant to the city external inventories.

The scope for this task includes one meeting to discuss the draft External Inventory Report with SBRCP in which two key representatives from the CONSULTANT team will attend in person. Additional in person meetings are presumed to be outside of the scope of this task.

Task 5.1 External Inventories

Complete the necessary data acquisition and analysis to finish the External GHG Inventories for each city for the current year according to the detailed scope agreed to in Task 2.5 for activities relevant to each city's inventory that are not already evaluated as regional emissions in Task 4. Scale the regional emissions sources (i.e., water, transportation, goods movement, waste, and stationary fuel combustion) to the city-level, as appropriate for each sector, so that these sources can be integrated into the individual city External GHG Reduction Plans. After identifying any gaps in data availability, CONSULTANT will work with SBRCP to determine if any gaps can be filled by the cities' data. For missing data, CONSULTANT will likely recommend the use of historical census data, economic reports, and state-level activity data. CONSULTANT will submit a memo to the SBRCP identifying the missing data and proposing a methodology for estimating these missing data.

Task 5.2 "Business-as-Usual" Projections

Once the draft current year inventories are complete, we will produce the necessary "businesses-usual" projections of external emissions for 2020. Using the current year emissions inventories, land use types, and population growth estimates provided by the cities, County, SCAG, and/or

the State Department of Finance, CONSULTANT will prepare projected inventories for 2020 for external sources in each of the jurisdictions. CONSULTANT will work with each city to identify the most plausible "business-as-usual" activity projections. CONSULTANT is currently working on similar projects for San Bernardino County and the DVRPC. In these cases, CONSULTANT is using traffic projections from DVRPC's and SCAG's regional transportation plan, as well as DVRPC's and SCAG's population, housing, and economic projections to estimate future activities. We are also drawing from state and national projections on energy use and other key trends. CONSULTANT has also developed a module as part of the EPA's State Inventory Tool that helps states forecast future emissions to 2020 based on national projections and historical trends.

CONSULTANT will review the forecasted data available from the San Bernardino County cities and the methods used in other forecasting efforts. We will then outline an approach for forecasting and present those to the SBRCP. After discussing this approach with the SBRCP, CONSULTANT will proceed with the calculation of forecasted emissions using the same methodologies employed in the current year inventory. CONSULTANT will submit draft 2020 inventory forecasts to SBRCP, and following receipt of the SBRCP's comments on the draft inventories, CONSULTANT will submit a final forecast for 2020. Projected GHG emissions inventories will be for "business-as-usual" projections without any reduction measures in place.

Task 5.3 Produce Draft External Inventory Report
This task will involve combining the results of Tasks 5.1, 5.2, and 5.3 into the combined External Inventory Report for all cities and delivering it to the SBRCP for review.

Task 5.4 Revise External Inventory Report
Revise the draft External Inventory Report according to client review and circulate for SBRCP review.

Task 5.5 Produce Final External Inventory Report
This task includes incorporating a final round of revisions responding to the SBRCP reviews and any other feedback provided.

Task 5.6 – Update of Greenhouse Gas Inventories and Forecast. Strategies – 83% Complete as of 6/30/12 pursuant to Contract C10165

CONSULTANT will update the 2008 inventory and 2020 BAU forecast with the new and final socioeconomic data from SCAG and then update the Inventory Report. This task is an augment to Task 5 - *Analysis and Greenhouse Gas Baseline Development for City External Inventories* as a new Task 5.6 – *Update of Greenhouse Gas Inventories and Forecast.*
The following tasks are to be included in a new Task 5.6.

- Task 5.6a – Start-up. This task includes obtaining data from SCAG and organizing the subsequent work
- Task 5.6b – Review Transportation Data. This task includes review of the provided VMT data for 2008 and 2020 from SCAG and organization for quantification.
- Task 5.6c – Clarification and Transportation Data Finalization. This task includes any necessary clarifications of transportation data.

- Task 5.6d – Calculation of Transportation GHG emissions. This task includes quantification of GHG emissions for each city based on the new VMT data.
- Task 5.6e – Review New Socioeconomic Data. This task includes review of the provided socioeconomic data.
- Task 5.6f – Prepare Data Request for Cities. This task includes preparation of a new data request to the participating cities to review and comment on the new socioeconomic data.
- Task 5.6g – Coordinate with Cities. This task includes review of input from the participating cities on the new data, including possible limited adjustments of a few cities (assumed limited in scope and scale).
- Task 5.6h – Update Inventory Report. This task includes calculation of updated GHG emissions for all non-transportation sectors and revision of the existing inventory report with the updated GHG emissions for all sectors.
- Task 5.6i – QA/QC. This task includes quality assurance/quality control review of the updated inventory report.
- Task 5.6j - Review and Finalization of Inventory Report. This task includes finalization and project director review of the inventory report and provision to SANBAG and the participating cities.

Task 6. Development of City External GHG Reduction Goals and Strategies – 23% Complete as of 6/30/12 pursuant to Contract C10165

To develop each city's External GHG Reduction Plans, it is first necessary to generate a projection of emissions in the target year (i.e., 2020) that is sufficiently disaggregated to support the quantification of emission reduction measures that typically act only on a particular sector or end use. Existing and proposed emission reduction measures are then analyzed for their impact on emissions in 2020 and a portfolio is developed that meets the target of bringing emissions back down to identified reduction goal. We break down reduction measures into the following categories:

- Federal measures;
- State/regional measures;
- Local measures; and
- Unquantifiable measures or measures under the jurisdiction of third parties (such as water districts).

By virtue of its direct control over internal operations, a city can more easily take the necessary actions and make the necessary investments to reduce emissions from its internal operations. Decisions to retrofit the local government's building stock, to convert the vehicle fleet to more efficient and cleaner vehicles, or to install LED traffic lights, etc., can be made internally. Most often the investments are cost effective, make good business sense for the local authority, and the most significant barrier to implementation is simply identifying the opportunities and overcoming the "first cost" required to achieve the longer term savings.

In contrast, the level of GHG emissions from external sources is the result of myriad factors over which the city often has only partial control or influence. Preparing an external emissions reduction plan requires approximations and estimates of energy use and emissions at the community-wide level. Energy consumption data may not be available in a format that

corresponds to local jurisdictional boundaries, and in the case of transportation emissions the problem is compounded by the fact that emissions result from traffic volumes and patterns, which are typically best understood and analyzed at a metropolitan region level. While we set out our general approach to this work here, every local application of the method is different. The scope for this task includes two meetings with SBRCP to review the draft External Reduction Plan, at each of which two key representatives from the CONSULTANT team will attend in person. Additional in person meetings requiring CONSULTANT travel are presumed to be outside of the scope of this task.

Task 6.1 External GHG Reductions
Measures will be identified that can be taken by the individual jurisdictions in the SBRCP for reducing emissions that are within the scope of each city's External Reduction Plan. Measures suggested by city staff will be supplemented by CONSULTANT's own database and experience in developing GHG reduction strategies for governments of all levels. Emissions reduction measures for regional sources will be included, as appropriate, scaled to the city-level as determined in Task 1.4.

Task 6.2 Administrative Draft GHG Emission Reduction Plan
A draft External GHG Reduction Plan will be developed that includes the individual External GHG Reduction Plans for each city.

Task 6.3 Draft External GHG Emission Reduction Plan
Revisions to the administrative draft document will be made as required in response to the reviews in Task 6.2.

Task 6.4 Final External GHG Emission Reduction Plan
Once all comments have been received, CONSULTANT will prepare the final External GHG Reduction Plan, incorporating all mitigation measures and pertinent comments received.

Task 7. Evaluation of GHG Reduction Strategy Feasibility and Cost Effectiveness – 54% Complete as of 6/30/12 pursuant to Contract C10165
CONSULTANT will initiate this task by analyzing each of the recommendations from the External GHG Reduction Plans with regards to their implementation potential. We can provide an evaluation of the potential for implementing the proposed actions, including the forecast of maximum likely penetration rates or scenarios among target sectors. We can also identify potential bottlenecks that inhibit additional penetration of an action in a sector. This is especially important given the current economic recession. As a result, CONSULTANT will consider the implementation timing of policies and programs that exert, or could exert, additional fiscal pressure on the government or the private sector.

The scope for this task does not include any in person meetings with SBRCP. Any in person meetings for this task that require CONSULTANT travel are presumed to be outside of the scope of this task.

Task 7.1. Identify Societal Costs/Benefits of Climate Action Measures
CONSULTANT will first identify the societal benefits and costs of a sample of prioritized climate action measures. Costs that will be considered include those related to: regulations, industry compliance, social welfare, and other indirect. In cases where measurements of impacts are not available, we will evaluate the benefits and costs qualitatively. In most cases, we will be able to calculate the net present value, which is the difference between the discounted stream of benefits and costs. For an appropriate economic assessment, we will need to subtract fiscal effects (such as taxes, subsidies, and duties) because these constitute a transfer and not use of resources. Whenever applicable, CONSULTANT calculations will account for fuel savings and

energy savings benefits (i.e., cost savings) associated with the climate action measure. Finally, we will conduct sensitivity analyses, including a presentation of upper and lower bounds of the benefits and costs using different assumptions for the measure evaluated.

A benefit of climate change mitigation is the associated environmental improvement and other "non-market" impacts such as health benefits, reduction of air pollutants, and habitat improvements. CONSULTANT economists are experts at estimating the monetary value of goods and services that are not bought or sold in a market. Due to this lack of market activity, no information exists on the true social value of these goods and services. We frequently use nonmarket methodologies, including hedonic pricing, benefits transfer, and avoided cost to evaluate policies that affect environmental goods and services. We also evaluate the value created by new "green" jobs, as well as the impacts on certain industries from the shifting job market.

CONSULTANT staff is up to date on the most recent benefit transfer methods and studies as they relate to climate change. Benefit transfer refers to the practice of taking the monetary benefits that were estimated by non-market valuation methods for a particular environmental resource and applying them to a different resource. In a study for the EPA, CONSULTANT used its expertise in nonmarket valuation to create a database for the state-of-the-art benefit transfer methodology. The database CONSULTANT created for the EPA reviewed and summarized the most prominent benefit transfer studies that had recently appeared in peer-reviewed journals, books, and private-sector studies.

Task 7.2. Develop Impact Model
As part of this task, CONSULTANT will create a model that illustrates expected impacts associated with various climate action measures, as determined in Task 7.1. This model will include both qualitative and quantitative elements and can be used by the SBRCP to articulate the expected costs and benefits associated with each climate action measure.

Whenever possible, CONSULTANT will present quantitative impacts and we will develop a spread sheet based calculator that will allow the SBRCP to evaluate the expected impacts. The calculator will use cost savings estimates and job creation multipliers as well as any other quantifiable cost-benefit ratio data from the previous task. The calculator will accept user inputs related to type of project and amount of funding and will then estimate the generated employment and other associated costs/benefits.

Task 8. Greenhouse Gas Inventory and Reduction Plan for the City of Colton – 0% Complete as of 6/30/12 pursuant to Contract C10165
This scope of work includes the following major tasks: 1) inventory data collection and emissions/forecast calculations, 2) development of inventory and forecast summary for Colton's review, 3) incorporation of Colton's inventory results into Regional community inventory report, 4) establish candidate reduction measures and quantify reductions, 5) incorporate Colton's reduction analysis into the Regional GHG Reduction Plan.

The tasks to include the City of Colton ("City" or "Colton") in the regional project are as follows:

Task 8.1. Data Collection for Inventory and Forecast –
CONSULTANT will coordinate with the City of Colton to collect the data necessary to prepare

the GHG baseline inventory and forecast. This scope does not presume the need for any additional travel demand modeling and that prior collected data from SCAG can be utilized for Colton. This task presumes the City will facilitate the provision of data from the Colton Public Utilities and will also provide permission letters to other utilities providing electricity and/or natural gas within the City (as necessary).

Task 8.2. Inventory and Forecast Preparation –
CONSULTANT will utilize the collected data to prepare a baseline GHG inventory for 2008 and a forecast for 2020 for the City. It is presumed that the most recent SCAG socioeconomic assumptions for 2008 and 2020 will be utilized so as to allow CONSULTANT to utilize SCAG modeling for estimating on road transportation emissions.

Task 8.3. QA/QC Inventory and Forecast –
CONSULTANT will conduct a quality assurance/quality control review of the baseline GHG inventory and forecast.

Task 8.4. Draft Inventory Summary Deliverable –
CONSULTANT will prepare a summary of the City's inventory using the same format as for other cities in the regional study.

Task 8.5. Final Inventory Summary Deliverable –
CONSULTANT will revise the summary based on review comments of the City.

Task 8.6. Incorporate Colton Inventory into Regional Inventory Report –
CONSULTANT will incorporate the results of the inventory and forecast effort into the regional inventory report.

Task 8.7. Coordinate with City on Candidate Measures –
CONSULTANT will coordinate with the City in terms of input on the previously developed candidate measures for the regional study. It is presumed that additional custom measures for the City of Colton will not be developed as part of this scope.

Task 8.8. Calculate GHG Reductions –
CONSULTANT will quantify the GHG reductions potential for the City for the candidate measures using a common methodology as for other cities.

Task 8.9. QA/QC Reduction Measure Calculations. –
CONSULTANT will conduct a quality assurance/quality control review of the reduction calculations.

Task 8.10. Incorporate Colton into Reduction Measure Quantification Summary –
CONSULTANT will incorporate the city into the overall regional reduction measure quantification summary.

Task 8.11. Cost Analysis –
CONSULTANT will include Colton in the cost analysis of reduction measures. Similar to other cities in the regional study, the scaling of costs for the city will be based on uniform cost analysis for the region as a whole and then scaled based on the amount of reductions estimated for the City. This scope does not include customization of the cost analysis using specific local City data.

Task 8.12. Incorporate Colton into Admin Draft GHG Reduction Plan –
CONSULTANT will incorporate the city into the overall administrative draft plan.

Task 8.13. Incorporate Colton into Draft GHG Reduction Plan –
CONSULTANT will incorporate the city into the overall draft plan.

Task 8.14. Incorporate Colton into Final GHG Reduction Plan –
CONSULTANT will incorporate the city into the overall final plan.

Task 9. Other Direct Costs – 0% Complete as of 6/30/12 pursuant to Contract C10165
Direct costs include travel, mileage, reimbursement upon the approval of the SANBAG.

Attachment "B"

Fee Schedule

Personnel	Hourly Rate
Rich Walter	$210.00
Margaret Williams	$145.00
Anjali Mahendra	$145.00
Brian Schuster	$85.00
Beth Rodehurst	$130.00
Jennifer Greenman	$75.00
Nisha Krishnan	$85.00
Rubab Banghu	$85.00
Lindsay Mc Alpine	$75.00
Aaron Bobel	$75.00
Eliza Johnston	$133.00
Cory Matsui	$85.00
Tim Messick	$100.00
Kelsey Read	$65.00

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13021 Amendment No. _____

By and Between

SANBAG and Atkins North America, Inc.

Contract Description Regional Greenhouse Gas Inventory and Reduction Plan EIR

Board of Director's Meeting Date: July 11, 2012

Overview of BOD Action: Contract with Atkins North America, Inc. for preparation of Regional Greenhouse Gas Inventory and Reduction Plan EIR. This continues the work partially completed in expired contract C10170.

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

CONTRACT OVERVIEW

Original Contract Amount	$	220,803.35	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	220,803.35	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	220,803.35

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
7/11/12	6/30/2013	

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

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. 0495

☒ A Budget Amendment is required.

How are we funding current FY?

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

The contract is being funded by a combination of COG general assessment dues and contributions from participating cities. $11,260 in contributions from the City of Colton are being added to cover the city's participation.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Steve Smith	Steve Smith	6/27/12
Task Manager (Print Name)	Signature	Date
Steve Smith	Steve Smith	6/27/12
Project Manager (Print Name)	Signature	Date
Jeffery Hill		6/27/12
Contract Administrator (Print Name)	Signature	Date
WILLIAM STATLER		6/27/12
Chief Financial Officer Signature (Print Name)	Signature	Date

Attachment "A"

SCOPE OF WORK

Project Understanding
The potentially participating cities within San Bernardino County, the San Bernardino Association of Governments (SANBAG), and San Bernardino County seek highly-experienced consultants to assist the cities, SANBAG, and the County in developing and adopting a regional GHG reduction plan and associated Environmental Impact Report (EIR) that provides sufficient detail to be useful to each participating city and includes GHG reduction goals consistent with the State of California's global warming solutions and GHG reduction targets.

In 2006, the Governor of California signed AB 32, which charged the California Air Resources Board (CARB) to develop regulations on how the state would address global climate change and established a target of reducing greenhouse gas emissions down to 1990 levels by year 2020. The State Attorney General's Office and some environmental groups are asking local jurisdictions to analyze the impacts of individual projects on global warming as part of the California Environmental Quality Act (CEQA) process. CARB, California EPA, U.S. EPA, or other appropriate governmental organizations have not yet published thresholds for determining the significance of a project's potential contribution to global climate change in CEQA documents.

The Attorney General's Office has specifically challenged Environmental Impact Reports for large projects and General Plan updates that do not contain an analysis of climate change, greenhouse gas emissions, reduction targets consistent with the State goals, and a comprehensive mitigation program that demonstrates how the local jurisdiction will reduce emissions to achieve the greenhouse gas reduction targets.

In addition, SB 375 calls for the integration of transportation, land use, and housing planning, and also establishes the reduction of greenhouse gas emissions as one of the overarching goals for regional planning. The Southern California Association of Governments (SCAG), working with the County Transportation Commissions (CTCs) and sub-regional association of governments, is responsible for implementing SB 375 within the SCAG's jurisdiction. Success in this endeavor is dependent on collaboration with local jurisdictions throughout the region.

The following discussion provides our approach on how the potential participating cities can take advantage of economies-of-scale, and build upon each other's strengths by jointly developing and adopting an EIR for the regional GHG reduction plan that provides a foundation to tier and streamline legally defensible CEQA analysis of climate change impacts of development projects, and provide a proactive approach to the mandates of SB 375.

Project Approach
While the bulk of the tasks within the following scope of work are typical of the EIR process, there are several integral tasks that insure that the participating cities will be able to use the

regional GHG reduction plan and associated EIR to their full advantage. These tasks include technical oversight (peer review) of the regional GHG reduction plan to insure that;

1) The GHG emissions inventories are limited to those emission sources within each of the participating cities' jurisdictional land use authority,
2) That reduction strategies are reasonable and build upon each of the participating cities' strengths,
3) That the transportation related emission inventories and reduction measures provide enough detail to be useful in the SB 375 process, and
4) That the EIR for the regional reduction plan provides enough detail to be a foundation to tier and streamline legally defensible CEQA analysis of climate change impacts. This requires that the emissions inventories and reduction strategies are detailed enough to provide city specific information on each of the participating cities.

Another aspect of oversight is negotiating with State Agencies, such as SCAQMD, CARB and the Attorney General's Office, in gaining acceptance of the GHG inventories and reduction strategies. This aspect of oversight is essential to use the regional GHG reduction plan and EIR as a foundation toward CEQA streamlining and substantiating a sub-regional reduction target and Sustainable Communities Strategy (SCS). The oversight process, both peer review and negotiations, has proved beneficial to the County during the drafting of the San Bernardino County GHG emissions inventories and reduction plan process and will benefit the participating cities and SANBAG during this process as well.

Another vital task is the development of CEQA thresholds and a streamlined CEQA analysis methodology for GHG emissions based upon the regional GHG reduction plan EIR. This task will allow the participating cities a consistent method of analysis that is legally defensible, streamlined, and avoids the onerous tiered threshold process drafted by SCAQMD and the CARB.

The following provides details of all the tasks in this scope of work:

TASK 1: Technical Oversight and Peer Review – 75% Completed as of 6/30/12 pursuant to Contract C10170 This task provides technical oversight and peer review of ICF Jones & Stokes work product to insure appropriately assigned GHG emissions inventories, reasonable reduction measures that complements and builds upon each of the participating cities' strengths, transportation related emission inventories and reduction measures with enough detail to be useful in the SB 375 process, and insure independent quality assurance and control.

TASK 1A: Meeting with Cities for Strategy Development – 100% Completed as of 6/30/12 pursuant to Contract C10170

This task includes conducting an initial meeting with the cities, County, SANBAG, ICF Jones & Stokes, and other participants in the regional partnership to discuss the proposed content of the work plan, schedule, budget, and communication protocols. Identify key data providers at each city and at other agencies and discuss scoping issues around the external GHG Plan.

TASK 1B: Peer Review of the ICF Scoping Issues Paper and Recommendations – 100% Completed as of 6/30/12 pursuant to Contract C10170

ICF Jones & Stokes will provide a scoping issues paper that will summarize the existing GHG emissions data for all of San Bernardino County provided by SCAQMD, the participating cities

and other reliable data sources including the County. ICF Jones and Stokes will also provide scoping issues for an internal planning tool and scoping issues on the external GHG reduction plans. CONSULTANT will provide peer review of these documents and make recommendations focused on the following:

- Existing GHG emissions data and how the existing data can be appropriately integrated into the forthcoming GHG emission inventories and regional reduction plan.
- How the transportation component of the forthcoming emissions inventories and reduction measures can have a reasonable level of detail to account for vehicle miles traveled (VMT) and trip reductions in the forthcoming GHG emission inventories and regional reduction plan.
- Relevance and usability of the internal inventory planning tool and external reduction plan scope in relation to potential consequences and advantages of providing internal and external reduction plans.
- List of any of the participating cities' Tier 1 high priority energy efficiency projects under the Department of Energy's (DOE) Energy Efficiency and Conservation Block Grant (EECBG) funding that should be included as reduction measures.
- Any additional scoping issues not addressed in the ICF Jones & Stokes Scoping issues paper.

CONSULTANT will provide the peer review and recommendations to the participating cities, SANBAG and San Bernardino County in advance of the meeting provided in the ICF Jones & Stokes Scope of Work and Task 1C below.

Task 1C: Participation in the Finalization of Data Sources and Scoping Issues – 100% Completed as of 6/30/12 pursuant to Contract C10170

CONSULTANT will participate in the one meeting to finalize the data sources and scoping issues. At that meeting CONSULTANT will articulate any of the technical issues and recommended edits to the ICF data sources and scoping issues identified in Task 1B and agreed to by the participating cities, SANBAG and the County.

Task 1D: Review of Candidate Measures for the External GHG Plans – 100% Completed as of 6/30/12 pursuant to Contract C10170

CONSULTANT will review the list of candidate measures provided by ICF Jones & Stokes for the External GHG Plans based upon the appropriate allocation and reasonableness of the candidate measures, and recommend any additional candidate measures that are not on the list.

Task 1E: Review of Local and Regional GHG Reduction Strategies – 100% Completed as of 6/30/12 pursuant to Contract C10170

CONSULTANT will review the local and regional GHG reduction strategies provided by ICF Jones & Stokes. According to ICF Jones & Stokes the local and regional GHG reduction strategies will include the following:

1. Water conservation,
2. On Road transportation reductions including
    a. Defining land use strategies
    b. SCAG RTP Transportation scenarios
    c. VMT assessment methodology
    d. Travel Demand Model setup and runes
    e. Emissions calculations based upon the above criteria

3. Good movement
    a. On Road goods movement
    b. Rail
    c. Air freight
    d. Travel Demand Model setup and runes
    e. Emissions calculations based upon the above criteria
4. Solid waste reduction
    a. Waste diversion
    b. Landfill gas emissions management
5. Industrial and stationary source reductions
6. Energy efficiency of buildings
7. Renewable energy generation

CONSULTANT will review the list of potential emission sources and reduction strategies provided by ICF Jones & Stokes and make recommendations on the appropriate allocation of emission sources and what sources should be included in the inventories and reduction strategies as Scope 1 or Scope 2 sources attributable to the participating cities and what sources should only be called out as Scope 3 sources that each of the participating cities cannot control. Potential Scope 3 sources include high global warming potential gases in refrigeration and electrical equipment, rail-yard emissions, electrical generation by entities other than the participating cities, international and national air traffic. CONSULTANT will also review the on road transportation components, and make recommendations as appropriate, to provide sufficient detail to support a sub-regional reduction target and SCS recommendation to SCAG for the sub-region in the SB 375 process. CONSULTANT will review all the reduction strategies for reasonableness and appropriate allocation. Finally, CONSULTANT will recommend any additional reduction strategies that are found to be appropriate but missing from those identified by ICF Jones & Stokes.

TASK 1F: REVIEW OF DRAFT AND FINAL GHG EXTERNAL INVENTORIES – 46% COMPLETED AS OF 6/30/12 PURSUANT TO CONTRACT C10170

CONSULTANT will review the GHG baseline external inventories provided by ICF Jones & Stokes, which should include all the appropriate emission sources described in Task 1E above. Based upon the review in Task 1E much of the inventory development will have been reviewed and edited as appropriate. This task further refines the emission inventories for the appropriate allocation and reasonableness and will use the same evaluation criteria as defined in Task 1E.

The business as usual scenario will be evaluated based upon reasonable growth projections and General Plan build-out criteria. CONSULTANT will make recommendations on the business as usual scenario to make it consistent with each of the General Plans for the participating cities. In this way, the regional GHG reduction plan will be consistent with each of the participating cities' general plans.

TASK 1G: REVIEW OF DRAFT AND FINAL GHG REDUCTION GOALS AND STRATEGIES – 46% COMPLETED AS OF 6/30/12 PURSUANT TO CONTRACT C10170

CONSULTANT will review the draft and final regional GHG reduction plan provided by ICF Jones & Stokes, which should include all the appropriate emission reduction strategies described in Task 1E above. Based upon the review in Task 1E much of the reduction development will

have been reviewed and edited as appropriate. This task further refines the reduction strategies for feasibility and reasonableness and will use the same evaluation criteria as defined in Task 1E.

TASK 2: ENVIRONMENTAL IMPACT REPORT – **20% COMPLETED AS OF 6/30/12** PURSUANT TO CONTRACT C10170

Under this task CONSULTANT will provide all aspects of the CEQA process from the notice of Preparation to adoption of the Environmental Impact Report (EIR). Task 3A includes a draft Memorandum of Understanding that documents the cooperation of each of the participating cities into the joint effort of adopting a regional GHG reduction plan, designates the authority of each participating city as an independent Lead Agency in the adoption of the regional GHG reduction plan and associated EIR, and provides the context of the joint effort and how that joint effort relates to each of the participating cities jurisdictions.

The project description further defines the role of each city in the joint participation of a regional reduction plan and how together the participating cities meet the reduction target designated in the regional reduction plan. The forthcoming project description will further provide details on each of the participating cities' individual emissions inventories, reduction measures and how these individual inventories and measures combine into the regional reduction plan to meet the reduction target.

The EIR will then analyze at a programmatic level the potential impacts the regional reduction plan may generate. Potential impacts may include localized traffic, air quality, and noise impacts associated with mixed use and transit oriented development designed to reduce VMT and vehicle trips on a regional level. Other potential impacts include historical resources that could be impacted as a result of energy efficiency retrofits. Alternative energy sources such as solar in close proximity to airports will be evaluated for potential safety issues related to reflectivity of photovoltaic cells. Infrastructure needs of alternative energy generation will also be reviewed. Reasonable mitigation measures will be recommended to reduce these potential impacts to less than significant whenever feasible. In many cases, the proposed project will provide environmentally beneficial impacts to water supply, regional air quality, and regional transportation. Environmentally beneficial impacts will be evaluated as well.

The following describes each of the tasks needed to draft, finalize and adopt the EIR:

TASK 2A: DRAFT MEMORANDUM OF UNDERSTANDING (MOU) – 80% COMPLETED AS OF 6/30/12 PURSUANT TO CONTRACT C10170

CONSULTANT will meet with the participating cities, SANBAG, the County and other participants in the regional partnership to discuss the proposed content and format of a draft MOU that describes the cooperation of each of the participating cities into the joint effort of adopting a regional GHG reduction plan, designates the authority of each participating city as an independent Lead Agency in the adoption of the regional GHG reduction plan and associated EIR, and provides the context of the joint effort and how that joint effort relates to each of the participating cities' jurisdictions.

Based upon the information provided in the meeting, within two weeks, CONSULTANT will draft the MOU as described above and provide the draft to each of the participants in the regional partnership for one round of edits/reviews.

CONSULTANT will then provide to each of the participants in the regional partnership a revised draft MOU based upon the edits and comments received. The revised draft MOU will be provided within two weeks of receiving one round of edits/comments from all the participants in the regional partnership. Additional edits are out of scope and will be provided on a time and materials basis.

TASK 2B: NOTICE OF PREPARATION – 100% COMPLETED AS OF 6/30/12 PURSUANT TO CONTRACT C10170

CONSULTANT will prepare and distribute a Notice of Preparation (NOP) to inform the State Clearinghouse, local agencies, and the public (up to 100 parties) that the lead agencies are preparing an EIR for this project. CONSULTANT will work with the lead agencies to develop the distribution list. State agencies will be informed through the State Clearinghouse. The NOP will be released once the lead agencies believe that it accurately describes the proposed project.

List of Products:

- Provide one (1) electronic copy of the NOP for internal review prior to publication.
- Provide up to one hundred (100) copies of the NOP for public distribution to the list of recipients provided by the lead agencies.
- Mail fifteen (15) copies of the NOP to the State Clearinghouse.
- Mail remaining copies to list of recipients provided by the lead agencies.

TASK 2C: ADMINISTRATIVE DRAFT EIR – 230% COMPLETED AS OF 6/30/12 PURSUANT TO CONTRACT C10170

CONSULTANT will prepare an Administrative Draft EIR (ADEIR) document based on the current CEQA Guidelines and the lead agencies' specific directions. The document will include an Introduction that will present the purpose and intent of the EIR, including the overall environmental review process. Effects found to be not significant will be specifically listed. The project sponsors and contact persons will be identified. It will also include an Executive Summary, which is a brief synopsis of the major findings of the EIR.

One of the fundamental components of the EIR will be comprehensive description of the project. The project description defines the role of each city in the joint participation of a regional reduction plan and how together the participating cities meet the reduction target designated in the regional reduction plan. It is important to provide a clear understanding of the regional partnership. The forthcoming project description will further provide details on each of the participating cities' individual emissions inventories, reduction measures and how these individual inventories and measures combine into the regional reduction plan to meet the reduction target.

CONSULTANT will document baseline conditions, conduct impact evaluations, and formulate mitigation measures for any potentially significant impacts that may be identified. The emphasis will be on the identification of significant impacts that would result from project implementation. Impact significance will be determined by defining the changes to the environmental baseline that would result from project implementation and comparing that changed environmental condition to a standard or threshold of significance. Impacts will be evaluated in proportion to their severity and probability of occurrence. Thresholds of significance will be based on any such standards that have been officially adopted by the lead agency or other public agencies with primary authority relative to the impact in question, and/or those thresholds set forth in the current State CEQA Guidelines.

Where impacts are found to be significant, CONSULTANT will develop measures to mitigate such effects to below a level of significance, if feasible. All recommended mitigation measures will be defined to represent a close nexus between the measure and a legitimate governmental interest, and will be directly proportional to the level of impact resulting from the project.

The following sections outline the CONSULTANT approach to the analysis of each particular environmental impact topic that may be addressed in the EIR. The topics listed below are not presented in order of importance but alphabetically as they would be discussed in the document.

Agricultural Resources. CONSULTANT will evaluate on a programmatic level the regional reduction plans impacts, if any, on agricultural resources. It is anticipated that the regional reduction plan will have no impacts on agricultural resources.

Aesthetics. This section will describe and evaluate on a programmatic level the overall visual character of specific reduction measures including the placement of photovoltaic solar cells, wind turbines, and any potential aesthetic impacts associated with retrofitting existing buildings. Programmatic mitigation measures will be recommended to reduce impacts to less than significant whenever feasible.

Air Quality. CONSULTANT will describe how the project will reduce criteria air pollutants on a regional level, but may impose localized impacts due to particular reduction strategies. Reduction strategies associated with land use such as mixed use and transit oriented development may reduce VMT and vehicle trips on a regional level, but increase air pollutants in the immediate vicinity of these types of land uses. CONSULTANT will evaluate on a programmatic level potential localized air quality impacts generated by specific GHG reduction strategies using the methodologies established by SCAQMD in their latest CEQA guidelines. CONSULTANT will compare estimated emissions to district thresholds to determine if construction or operation activities of the project will exceed local significance criteria. CONSULTANT will recommend programmatic mitigation measures as appropriate to reduce localized impacts to the greatest extent feasible.

CONSULTANT will also describe the project's potential reduction in GHG emissions and the benefit of reducing the region's incremental contribution to global climate change.

Biological Resources. CONSULTANT will provide an analysis of the project's impacts on biological resources associated with renewable energy projects on vacant lands in areas with potential to contain vital habitat or migration corridors. Programmatic mitigation measures will be recommended to reduce impacts to less than significant whenever feasible.

Cultural Resources. Energy efficiency retrofits of historic buildings have the potential to degrade the historic integrity of the buildings. CONSULTANT will evaluate on programmatic level potential impacts and recommend mitigation to reduce any identified impacts to less than significant.

Geology and Soils. CONSULTANT will use fault zone maps, soil maps and earth-related conditions identified in General Plans to identify areas of regional and local faults, liquefaction, subsidence, compaction, shrink/swell, etc. for renewable energy projects to avoid.

CONSULTANT will also use soils information from the federal Natural Resources Conservation Service as necessary to complete this work.

Hazards and Hazardous Materials. CONSULTANT will evaluate the potential of photovoltaic cells placed on roofs along the designated flight paths and within the safety zones of airports to reflect light and create a safety hazard to air traffic. CONSULTANT will recommend mitigation to reduce any identified impacts to less than significant.

Hydrology and Water Quality. CONSULTANT will evaluate on a programmatic level the regional reduction plans impacts, on water resources and water quality. It is anticipated that the regional reduction plan will have beneficial environmental impacts on water resources through reduction measures that provide water conservation.

Land Use and Planning. CONSULTANT will evaluate the project's consistency with the participating cities' and County general plans and zoning requirements. CONSULTANT will examine the project relative to all of its proposed land use approvals.

Mineral Resources. CONSULTANT will evaluate on a programmatic level the regional reduction plans impacts, if any, on mineral resources. It is anticipated that the regional reduction plan's only impact to mineral resources is the reduced demand for aggregate associated with reduction measures that recycle construction and demolition debris to be used as building materials.

Noise. Localized noise impacts associated with placing noise sources in close proximity to noise sensitive land uses as a result of increased mixed use and transit oriented development will be evaluated on a programmatic level and mitigation measures recommended to reduce impacts to less than significant.

Population and Housing. CONSULTANT will evaluate the project's potential impacts to local and regional population and housing resources.

Public Services. CONSULTANT will work with the lead agencies staff as appropriate to evaluate direct and indirect impacts of the reduction measures in the regional reduction plan on existing or planned public services (e.g., police, fire, etc.).

Recreation. CONSULTANT will evaluate on a programmatic level the regional reduction plans impacts, if any, on recreational resources. It is anticipated that the regional reduction plan will have no impacts on recreation.

Transportation and Circulation. CONSULTANT will use the data from the Traffic Modeling prepared by ICF Jones & Stokes as part of Task 4.2 in their scope of work to evaluate regional traffic impacts. CONSULTANT will provide localized analysis of potential impacts to Level of Service (LOS) in close proximity to transit oriented development. The EIR analysis will weigh the regional benefits of reduced vehicle trips and VMT associated with transit oriented development with the localized impacts to LOS in the immediate vicinity of these sites.

Utilities and Service Systems. CONSULTANT will evaluate on a programmatic level the potential impacts to utility infrastructure associated with increased renewable energy generation

and the placement of renewable energy projects. CONSULTANT will recommend mitigation measures to reduce potential impacts to utility infrastructure. CONSULTANT will also evaluate potential impacts, if any, on the existing water conveyance infrastructure associated with water conservation reduction measures.

Project Alternatives. Based on any potential impacts identified for the project, or alternative project scenarios to be considered by the lead agencies, CONSULTANT will develop appropriate alternatives to reduce or eliminate significant impacts. CONSULTANT will evaluate up to three alternatives, including a no-project alternative.

Mandatory Findings of Significance. CONSULTANT will summarize the results of the environmental analyses to determine if any direct or indirect impacts of the project will cause significant harm to natural or man-made resources, consistent with the latest requirements of CEQA.

Cumulative Impacts. CONSULTANT will work in conjunction with lead agencies staff to develop a cumulative projects list. CONSULTANT will also use the most recent changes in CEQA to analyze potential cumulative impacts associated with the regional reduction plan. CONSULTANT will also examine potential growth-inducing impacts of the project.
List of Products:

- Provide up to three (3) printed and bound copies of the ADEIR to each participating city, SANBAG, the County, and any other participants in the regional reduction plan an electronic copy of the ADEIR. We assume two iterations of the ADEIR before the document is approved for public distribution.

TASK 2D: DRAFT EIR READY FOR PUBLIC DISTRIBUTION – 0% COMPLETED AS OF 6/30/12
PURSUANT TO CONTRACT C10170

Following receipt of lead agencies' comments on the Administrative Draft EIR, CONSULTANT staff will revise the document to produce a Draft EIR document suitable for circulation and 45-day public review. CONSULTANT assumes a maximum of two review cycles with compiled comments to convert the administrative document to a draft document suitable for circulation. Additional review cycles will require an adjustment to the contract.
The Notice of Completion (NOC) for the Draft EIR will be filed with the State Clearinghouse with the Draft EIR. The Notice of Availability (NOA) of the Draft EIR will be sent via first class mail (with proof of receipt) to agencies and other parties to notify them that the Draft EIR is available for review.

CONSULTANT will provide 100 printed copies of the Draft EIR for public distribution, including appendices. CONSULTANT will distribute the Draft EIR to the State Clearinghouse, and up to 40 local public agencies. Additional copies will be made available at the offices of each of the lead agencies. The use of electronic versions of the document on CDs for all or portions of the EIR can reduce the direct expenses associated with this project. CONSULTANT will work with the lead agencies to evaluate the appropriateness of electronic distribution for use on this project.
List of Products:

- Provide up to a total of 100 printed and bound copies of the Draft EIR and NOA. Technical appendices will be provided on CD-ROM in a pocket at the back of each document. Fewer copies may be required to be printed if demand is limited.

- Provide one (1) electronic copy of the Draft EIR and technical appendices to each of the lead agencies.
- Mail 15 copies of the Draft EIR and NOC to the State Clearinghouse via overnight delivery.
- Mail copies of the Draft EIR to identified recipients using a list provided by the lead agency. Mailing will be via first class mail with proof of delivery unless directed otherwise.
- Mail copies of the NOA to identified recipients using a list provided by the lead agency. Mailing will be via first class mail with proof of delivery unless directed otherwise.

TASK 2E: FINAL EIR – 0% COMPLETED AS OF 6/30/12 PURSUANT TO CONTRACT C10170

CONSULTANT will prepare a Response to Comments document that will include responses to substantive issues raised on the Draft EIR, and include annotated comment letters. Up to 80 hours of professional staff time have been budgeted for this task.

Overly voluminous or detailed comments may require additional time and a contract amendment. CONSULTANT will submit a screen check final EIR that will include Response to Comments and descriptions of any revised material from those found in the DEIR for internal review by each of the lead agencies. Upon receipt of lead agencies' comments, CONSULTANT will revise the Final EIR document and distribute to commenting agencies.

List of Products:

- Provide an electronic copy of the screen check Final EIR document to each of the participating cities, SANBAG, and the County for internal review.
- Provide up to 50 printed and bound copies of the Final EIR. Distribute necessary copies to recipients via first class mail using a list provided by the lead agency.

TASK 2F: ASSISTANCE IN DRAFTING THE FINDINGS OF FACT AND STATEMENTS OF OVERRIDING CONSIDERATION PURSUANT TO CONTRACT C10170

Finding of Fact and Statements of Overriding Consideration are often written by Attorneys. CONSULTANT will assist legal representatives of SANBAG in the drafting of written findings for each significant effect identified in the EIR, pursuant to Section 15091 of the State CEQA Guidelines, and the Statement of Overriding Considerations (SOC), pursuant to Section 15093 of the State CEQA Guidelines. This Assistance will consist of one meeting to discuss the contents of the Findings of Fact and Statement of Overriding Consideration, and review of the Draft Finding of Fact and Statements of Overriding Consideration. Up to 12 hours of professional staff time has been budgeted for this task. Extensive revisions that require additional time may result in the need for a contract amendment.

List of Products:

- Provide SANBAG Redline/Strikeout electronic version of the Draft Findings of Fact and Statement of Overriding Considerations.

Optional Task 2F1: Drafting of the Findings of Fact and Statements of Overriding Consideration – 0% Completed as of 6/30/12 pursuant to Contract C10170

At the Direction of SANBAG, for additional fees CONSULTANT will prepare the written findings for each significant effect identified in the EIR, pursuant to Section 15091 of the State CEQA Guidelines, and the Statement of Overriding Considerations (SOC), pursuant to Section 15093 of the State CEQA Guidelines. The lead agency may provide the format for this document, or defer to CONSULTANT as to format. CONSULTANT will prepare draft findings for each significant effect identified in the EIR and prepare an SOC if unavoidable significant impacts occur. As required by the State CEQA Guidelines, one of three findings must be made

for each significant effect and must be supported by substantial evidence in the record. The SOC will rely on input from the lead agency and the project applicant regarding the benefits of the project. The Draft Environmental Findings will be submitted for internal review. Upon receipt of lead agency and applicant comments, the Draft Environmental Findings will be revised and resubmitted by email for lead agency use in considering the project. Up to 80 hours of professional staff time have been budgeted for this optional task.
List of Products of Optional Task 2F1:

- Provide each of the lead agencies up to three (3) copies of the final Findings of Fact and Statement of Overriding Considerations and one (1) electronic copy for staff use.

TASK 2G: NOTICE OF DETERMINATION – 0% COMPLETED AS OF 6/30/12 PURSUANT TO CONTRACT C10170

The Notice of Determination (NOD) will be filed in person with the San Bernardino County Clerk of the Board within three business days of project approval. The lead agencies will provide the funds necessary for the CDFG filing fees at the time of the filing of the NOD. Following filing with the Clerk of the Board, the NOD will be sent via overnight mail to the State Clearinghouse for posting.
List of Products:

- Provide copies of the NOD for signature by each of the lead agencies. One copy will be filed with the County Clerk and the other will be sent to the State Clearinghouse via overnight delivery. The NOD's will be appropriately filed within 48 hours of project approval. The applicant and/or the lead agency are responsible for all filing fees (CDFG fee, County processing fee). A check for these fees must be made available to CONSULTANT at the time of project approval to avoid filing delays.

TASK 2H: GHG SIGNIFICANCE THRESHOLDS AND CEQA STREAMLINING METHODOLOGY – 0% COMPLETED AS OF 6/30/12 PURSUANT TO CONTRACT C10170

CONSULTANT will provide CEQA Thresholds for climate change impacts based upon the regional GHG reduction plan and the Draft and Final EIR. The CEQA thresholds document will discuss the method for tiering CEQA analysis of future development projects by each of the lead agencies using the GHG emission inventories and reduction strategies. This tiering process affords a consistent, legally defensible way of streamlining future CEQA analysis of climate change impacts for individual projects.
List of Products:

- Provide each lead agency up to three (3) printed and bound copies and one (1) electronic copy of the GHG Significance Thresholds and CEQA Streamlining Methodology document.

Optional Task 3: Act as Liaison and Technical Representative During Consultation with SCAQMD, CARB and/or the Attorney General – 0% Completed as of 6/30/12 pursuant to Contract C10170

At the request of SANBAG, Michael Hendrix of CONSULTANT. will attend up to four (4) meetings with the SCAQMD staff at SCAQMD offices in Diamond Bar, and up to four (4) meetings with the CARB or Attorney General's Office to consult with these state agencies to advocate the appropriate scope and adequacy of forthcoming emissions inventories and regional GHG reduction plan. In addition to meetings, additional consultation will occur through written correspondence and telephone conversations.

Task 4. Environmental Impact Report, Greenhouse Gas Inventory and Reduction Plan for the City of Colton – 0% Complete as of 6/30/12 pursuant to Contract C10170

Project Approach
While the bulk of the tasks within the following scope of work are typical of the Environmental Impact Report (EIR) process, there are several integral tasks that insure that the participating cities will be able to use the regional GHG reduction plan and associated EIR to their full advantage. These tasks include technical oversight (peer review) of the regional GHG reduction plan to insure that;

1) As a participating City the GHG emissions inventories are limited to those emission sources within the City of Colton's jurisdictional land use authority,
2) That reduction strategies are reasonable and build upon each of the participating cities' including the City of Colton's strengths, and
3) That the EIR for the regional reduction plan provides enough detail to be a foundation to tier and streamline legally defensible California Environmental Quality Act (CEQA) analysis of climate change impacts within the City of Colton as well as the other participating cities.

This requires that the emissions inventories and reduction strategies are detailed enough to provide city specific information on each of the participating cities.

Negotiating with State Agencies, such as South Coast Air Quality Management District (SCAQMD), California Air Resources Board (CARB) and the Attorney General's Office, is an important in gaining acceptance of the GHG inventories and reduction strategies. The oversight process, both peer review and negotiations, has proved beneficial to San Bernardino County during the drafting of the San Bernardino County GHG emissions inventories and reduction plan process and will benefit the City of Colton as a participating city and SANBAG during this process as well.

Another vital task is the development of CEQA thresholds and a streamlined CEQA analysis methodology for GHG emissions based upon the regional GHG reduction plan EIR. This task will allow the participating cities a consistent method of analysis that is legally defensible, streamlined, and avoids the onerous tiered threshold process drafted by SCAQMD and the CARB.

The following provides details of all the tasks in this scope of work:

TASK 4.1: TECHNICAL OVERSIGHT AND PEER REVIEW
This task provides technical oversight and peer review of ICF International's work product to insure appropriately assigned GHG emissions inventories, reasonable reduction measures that complements and builds upon the City of Colton's as well as the other participating cities' strengths, transportation related emission inventories and reduction measures with enough detail to be useful in the CEQA streamlining abilities, and insure independent quality assurance and control.

TASK 4.1A: MEETING WITH THE CITY OF COLTON FOR STRATEGY DEVELOPMENT
This task includes conducting an initial meeting with the City of Colton, SANBAG, and ICF International to discuss the proposed content of the work plan, schedule, budget, and

communication protocols. Identify key data providers and discuss scoping issues around the external GHG Reduction Plan.

TASK 4.1B: Peer Review of the Scoping Issues Paper and Recommendations
Task 4.1B is part of the overall project, but is already completed for the other participating cities. CONSULTANT does not anticipate additional issues coming up in ICF International's Task 1B work that would require additional effort by CONSULTANT. Therefore, hours and budget are not included, but this task is shown within the scope of work to provide context within the overall project.

TASK 4.1C: PARTICIPATION IN THE FINALIZATION OF DATA SOURCES AND SCOPING ISSUES
Task 4.1C is also part of the overall project, but is already completed for the other participating cities. CONSULTANT does not anticipate additional issues coming up in ICF International's Task 1C work that would require additional effort by CONSULTANT. Therefore, hours and budget are not included, but this task is shown within the scope of work to provide context within the overall project.

TASK 4.1D: REVIEW OF CANDIDATE MEASURES FOR THE CITY OF COLTON EXTERNAL GHG PLAN
CONSULTANT will review the list of candidate measures provided by ICF International for the External GHG Plans based upon the appropriate allocation and reasonableness of the candidate measures, and recommend any additional candidate measures that are not on the list.

TASK 4.1E: REVIEW OF LOCAL GHG REDUCTION STRATEGIES FOR THE CITY OF COLTON
CONSULTANT will review the City of Colton and regional GHG reduction strategies provided by ICF International. According to ICF international the local and regional GHG reduction strategies will include the following:

1. Water conservation,
2. On Road transportation reductions including
    a. Defining land use strategies
    b. SCAG RTP Transportation scenarios
    c. VMT assessment methodology
    d. Travel Demand Model setup and runes
    e. Emissions calculations based upon the above criteria
3. Good movement
    a. On Road goods movement
    b. Rail
    c. Air freight
    d. Travel Demand Model setup and runes
    e. Emissions calculations based upon the above criteria
4. Solid waste reduction
    a. Waste diversion
    b. Landfill gas emissions management
5. Industrial and stationary source reductions
6. Energy efficiency of buildings
7. Renewable energy generation

CONSULTANT will review the list of potential emission sources and reduction strategies for the City of Colton provided by ICF International and make recommendations on the appropriate allocation of emission sources and what sources should be included in the inventories and reduction strategies as Scope 1 or Scope 2 sources attributable to the City of Colton and what sources should only be called out as Scope 3 sources that Colton cannot control. Potential Scope 3 sources include high global warming potential gases in refrigeration and electrical equipment, rail-yard emissions, and electrical generation by entities other than the City of Colton. CONSULTANT will also review the on road transportation components, and make recommendations as appropriate, to provide sufficient detail to provide CEQA streamlining ability. CONSULTANT will review all the reduction strategies for reasonableness and appropriate allocation. Finally, CONSULTANT will recommend any additional reduction strategies that are found to be appropriate but missing from those identified by ICF International.

TASK 4.1F: REVIEW DRAFT AND FINAL GHG EXTERNAL INVENTORIES FOR THE CITY OF COLTON

CONSULTANT will review the GHG baseline external inventories provided by ICF International, which should include all the appropriate emission sources described in Task 1E above. Based upon the review in Task 1E much of the inventory development will have been reviewed and edited as appropriate. This task further refines the emission inventories for the appropriate allocation and reasonableness and will use the same evaluation criteria as defined in Task 1E.

The business as usual scenario will be evaluated based upon reasonable growth projections and General Plan horizon year criteria. CONSULTANT will make recommendations on the business as usual scenario to make it consistent with the City of Colton General Plan. In this way, the regional GHG reduction plan will be consistent with Colton's General Plan.

TASK 4.1G: REVIEW OF DRAFT AND FINAL GHG REDUCTION GOALS AND STRATEGIES

CONSULTANT will review the draft and final regional GHG reduction plan provided by ICF International, which should include all the appropriate emission reduction strategies for the City of Colton described in Task 4.1E above.

TASK 4.2: ACT AS LIAISON AND TECHNICAL REPRESENTATIVE DURING CONSULTATION WITH SCAQMD, CARB AND/OR THE ATTORNEY GENERAL

Michael Hendrix of CONSULTANT. will attend up to four (4) meetings with the SCAQMD staff at SCAQMD offices in Diamond Bar, and up to four (4) meetings with the CARB or Attorney General's Office to consult with these state agencies to advocate the appropriate scope and adequacy of forthcoming emissions inventories and regional GHG reduction plan. In addition to meetings, additional consultation will occur through written correspondence and telephone conversations.

TASK 4.3: ENVIRONMENTAL IMPACT REPORT

Under this task CONSULTANT will provide all aspects of the CEQA process from the notice of Preparation to adoption of the Environmental Impact Report (EIR). Task 4.3A includes a draft Memorandum of Understanding that documents the cooperation of each of the participating cities including the City of Colton into the joint effort of adopting a regional GHG reduction plan, designates the authority of each participating city as an independent Lead Agency in the

adoption of the regional GHG reduction plan and associated EIR, and provides the context of the joint effort and how that joint effort relates to each of the participating cities jurisdictions.

The project description further defines the role of each city in the joint participation of a regional reduction plan and how together the participating cities meet the reduction target designated in the regional reduction plan. The forthcoming project description will further provide details on each of the participating cities' individual emissions inventories, reduction measures and how these individual inventories and measures combine into the regional reduction plan to meet the reduction target.

The EIR will then analyze at a programmatic level the potential impacts the regional reduction plan may generate within the City of Colton. Potential impacts may include localized traffic, air quality, and noise impacts associated with mixed use and transit oriented development designed to reduce VMT and vehicle trips on a regional level. Other potential impacts include historical resources that could be impacted as a result of energy efficiency retrofits. Alternative energy sources such as solar in close proximity to airports will be evaluated for potential safety issues related to reflectivity of photovoltaic cells. Infrastructure needs of alternative energy generation will also be reviewed. Reasonable mitigation measures will be recommended to reduce these potential impacts to less than significant whenever feasible. In many cases, the proposed project will provide environmentally beneficial impacts to water supply, regional air quality, and regional transportation. Environmentally beneficial impacts will be evaluated as well.
The following describes each of the tasks needed to draft, finalize and adopt the EIR:

TASK 4.3A: DRAFT MEMORANDUM OF UNDERSTANDING (MOU)
CONSULTANT will meet with the City of Colton and SANBAG, to discuss the proposed content and format of a draft MOU that describes the cooperation of the City of Colton with each of the participating cities into the joint effort of adopting a regional GHG reduction plan, designates the authority of the City of Colton as an independent Lead Agency in the adoption of the regional GHG reduction plan and associated EIR, and provides the context of the joint effort and how that joint effort relates to each of the participating cities' jurisdictions.

Based upon the information provided in the meeting, within two weeks, CONSULTANT will draft the MOU as described above and provide the draft to each of the participants in the regional partnership for one round of edits/reviews.
CONSULTANT will then provide to each of the participants in the regional partnership a revised draft MOU based upon the edits necessitated by the City of Colton's participation in this regional effort. The revised draft MOU will be provided within two weeks of receiving one round of edits/comments from all the participants in the regional partnership.

TASK 4.3B: NOTICE OF PREPARATION
CONSULTANT will prepare and distribute a Notice of Preparation (NOP) to inform the State Clearinghouse, local agencies, and the public (up to 150 parties) that the lead agencies are preparing an EIR for this project. CONSULTANT will work with the lead agencies to develop the distribution list. State agencies will be informed through the State Clearinghouse. The NOP will be released once the lead agencies believe that it accurately describes the proposed project.
List of Products:

- Provide one (1) electronic copy of the NOP for internal review prior to publication.

- Provide up to seventy-five (150) copies of the NOP for public distribution to the list of recipients provided by the lead agencies.
- Mail fifteen (15) copies of the NOP to the State Clearinghouse.
- Mail remaining copies to list of recipients provided by the lead agencies.

TASK 4.3C: ADMINISTRATIVE DRAFT EIR

CONSULTANT will prepare an Administrative Draft EIR (ADEIR) document based on the current CEQA Guidelines and the lead agencies' specific directions. The document will include an Introduction that will present the purpose and intent of the EIR, including the overall environmental review process. Effects found to be not significant will be specifically listed. The project sponsors and contact persons will be identified. It will also include an Executive Summary, which is a brief synopsis of the major findings of the EIR.

One of the fundamental components of the EIR will be comprehensive description of the project. The project description defines the role of each city in the joint participation of a regional reduction plan and how together the participating cities meet the reduction target designated in the regional reduction plan. It is important to provide a clear understanding of the regional partnership. The forthcoming project description will further provide details on each of the participating cities' individual emissions inventories, reduction measures and how these individual inventories and measures combine into the regional reduction plan to meet the reduction target.

CONSULTANT will document baseline conditions, conduct impact evaluations, and formulate mitigation measures for any potentially significant impacts that may be identified. The emphasis will be on the identification of significant impacts that would result from project implementation. Impact significance will be determined by defining the changes to the environmental baseline that would result from project implementation and comparing that changed environmental condition to a standard or threshold of significance. Impacts will be evaluated in proportion to their severity and probability of occurrence. Thresholds of significance will be based on any such standards that have been officially adopted by the lead agency or other public agencies with primary authority relative to the impact in question, and/or those thresholds set forth in the current State CEQA Guidelines.

Where impacts are found to be significant, CONSULTANT will develop measures to mitigate such effects to below a level of significance, if feasible. All recommended mitigation measures will be defined to represent a close nexus between the measure and a legitimate governmental interest, and will be directly proportional to the level of impact resulting from the project.

The following sections outline the CONSULTANT approach to the analysis of each particular environmental impact topic that may be addressed in the EIR. The topics listed below are not presented in order of importance but alphabetically as they would be discussed in the document.

Agricultural Resources. CONSULTANT will evaluate on a programmatic level the regional reduction plans impacts, if any, on agricultural resources. It is anticipated that the regional reduction plan will have no impacts on agricultural resources.

Aesthetics. This section will describe and evaluate on a programmatic level the overall visual character of specific reduction measures including the placement of photovoltaic solar cells, wind turbines, and any potential aesthetic impacts associated with retrofitting existing buildings.

Programmatic mitigation measures will be recommended to reduce impacts to less than significant whenever feasible.

Air Quality. CONSULTANT will describe how the project will reduce criteria air pollutants on a regional level, but may impose localized impacts due to particular reduction strategies. Reduction strategies associated with land use such as mixed use and transit oriented development may reduce VMT and vehicle trips on a regional level, but increase air pollutants in the immediate vicinity of these types of land uses. CONSULTANT will evaluate on a programmatic level potential localized air quality impacts generated by specific GHG reduction strategies using the methodologies established by SCAQMD in their latest CEQA guidelines. CONSULTANT will compare estimated emissions to district thresholds to determine if construction or operation activities of the project will exceed local significance criteria. CONSULTANT will recommend programmatic mitigation measures as appropriate to reduce localized impacts to the greatest extent feasible.

CONSULTANT will also describe the project's potential reduction in GHG emissions and the benefit of reducing the region's incremental contribution to global climate change.

Biological Resources. CONSULTANT will provide an analysis of the project's impacts on biological resources associated with renewable energy projects on vacant lands in areas with potential to contain vital habitat or migration corridors. Programmatic mitigation measures will be recommended to reduce impacts to less than significant whenever feasible.

Cultural Resources. Energy efficiency retrofits of historic buildings have the potential to degrade the historic integrity of the buildings. CONSULTANT will evaluate on programmatic level potential impacts and recommend mitigation to reduce any identified impacts to less than significant.

Geology and Soils. CONSULTANT will use fault zone maps, soil maps and earth-related conditions identified in General Plans to identify areas of regional and local faults, liquefaction, subsidence, compaction, shrink/swell, etc. for renewable energy projects to avoid. CONSULTANT will also use soils information from the federal Natural Resources Conservation Service as necessary to complete this work.

Hazards and Hazardous Materials. CONSULTANT will evaluate the potential of photovoltaic cells placed on roofs along the designated flight paths and within the safety zones of airports to reflect light and create a safety hazard to air traffic. CONSULTANT will recommend mitigation to reduce any identified impacts to less than significant.

Hydrology and Water Quality. CONSULTANT will evaluate on a programmatic level the regional reduction plans impacts, on water resources and water quality. It is anticipated that the regional reduction plan will have beneficial environmental impacts on water resources through reduction measures that provide water conservation.

Land Use and Planning. CONSULTANT will evaluate the project's consistency with the City of Colton's General plan and zoning requirements. CONSULTANT will examine the project relative to all of its proposed land use approvals.

Mineral Resources. CONSULTANT will evaluate on a programmatic level the regional reduction plans impacts, if any, on mineral resources. It is anticipated that the regional reduction plan's only impact to mineral resources is the reduced demand for aggregate associated with reduction measures that recycle construction and demolition debris to be used as building materials.

Noise. Localized noise impacts associated with placing noise sources in close proximity to noise sensitive land uses as a result of increased mixed use and transit oriented development will be evaluated on a programmatic level and mitigation measures recommended to reduce impacts to less than significant.

Population and Housing. CONSULTANT will evaluate the project's potential impacts to local and regional population and housing resources.

Public Services. CONSULTANT will work with the lead agencies staff as appropriate to evaluate direct and indirect impacts of the reduction measures in the regional reduction plan on existing or planned public services (e.g., police, fire, etc.).

Recreation. CONSULTANT will evaluate on a programmatic level the regional reduction plans impacts, if any, on recreational resources. It is anticipated that the regional reduction plan will have no impacts on recreation.

Transportation and Circulation. CONSULTANT will use the data from the Traffic Modeling prepared by ICF International as part of Task 4.2 in their scope of work to evaluate regional traffic impacts. CONSULTANT will provide localized analysis of potential impacts to Level of Service (LOS) in close proximity to transit oriented development. The EIR analysis will weigh the regional benefits of reduced vehicle trips and VMT associated with transit oriented development with the localized impacts to LOS in the immediate vicinity of these sites.

Utilities and Service Systems. CONSULTANT will evaluate on a programmatic level the potential impacts to utility infrastructure associated with increased renewable energy generation and the placement of renewable energy projects. CONSULTANT will recommend mitigation measures to reduce potential impacts to utility infrastructure. CONSULTANT will also evaluate potential impacts, if any, on the existing water conveyance infrastructure associated with water conservation reduction measures.

Project Alternatives. Based on any potential impacts identified for the project, or alternative project scenarios to be considered by the lead agencies, CONSULTANT will develop appropriate alternatives to reduce or eliminate significant impacts. CONSULTANT will evaluate up to three alternatives, including a no-project alternative.

Mandatory Findings of Significance. Atkns will summarize the results of the environmental analyses to determine if any direct or indirect impacts of the project will cause significant harm to natural or man-made resources, consistent with the latest requirements of CEQA.

Cumulative Impacts. CONSULTANT will work in conjunction with lead agencies staff to develop a cumulative projects list. CONSULTANT will also use the most recent changes in CEQA to analyze potential cumulative impacts associated with the regional reduction plan. CONSULTANT will also examine potential growth-inducing impacts of the project.

List of Products:

- Provide up to three (3) printed and bound copies of the ADEIR to each participating city and SANBAG, an electronic copy of the ADEIR. We assume two iterations of the ADEIR before the document is approved for public distribution.

TASK 4.3D: DRAFT EIR READY FOR PUBLIC DISTRIBUTION

Following receipt of lead agencies' comments on the Administrative Draft EIR, CONSULTANT staff will revise the document to produce a Draft EIR document suitable for circulation and 45-day public review. CONSULTANT assumes a maximum of two review cycles with compiled comments to convert the administrative document to a draft document suitable for circulation. Additional review cycles will require an adjustment to the contract.

The Notice of Completion (NOC) for the Draft EIR will be filed with the State Clearinghouse with the Draft EIR. The Notice of Availability (NOA) of the Draft EIR will be sent via first class mail (with proof of receipt) to agencies and other parties to notify them that the Draft EIR is available for review.

CONSULTANT will provide 150 printed copies of the Draft EIR for public distribution, including appendices on CD. CONSULTANT will distribute the Draft EIR to the State Clearinghouse, and up to 40 local public agencies. Additional copies will be made available at the offices of each of the lead agencies. The use of electronic versions of the document on CDs for all or portions of the EIR can reduce the direct expenses associated with this project. CONSULTANT will work with the lead agencies to evaluate the appropriateness of electronic distribution for use on this project.

List of Products:

- Provide up to a total of 150 printed and bound copies of the Draft EIR and NOA. Technical appendices will be provided on CD-ROM in a pocket at the back of each document. Fewer copies may be required to be printed if demand is limited.
- Provide one (1) electronic copy of the Draft EIR and technical appendices to each of the lead agencies.
- Mail 15 copies of the Draft EIR and NOC to the State Clearinghouse via overnight delivery.
- Mail copies of the Draft EIR to identified recipients using a list provided by the lead agency. Mailing will be via first class mail with proof of delivery unless directed otherwise.
- Mail copies of the NOA to identified recipients using a list provided by the lead agency. Mailing will be via first class mail with proof of delivery unless directed otherwise.

TASK 4.3E: FINAL EIR

CONSULTANT will prepare a Response to Comments document that will include responses to substantive issues raised on the Draft EIR, and include annotated comment letters. Up to 86 hours of professional staff time have been budgeted for this task.

Overly voluminous or detailed comments may require additional time and a contract amendment. CONSULTANT will submit a screencheck final EIR that will include Response to Comments and descriptions of any revised material from those found in the DEIR for internal review by each of the lead agencies. Upon receipt of lead agencies' comments, CONSULTANT will revise the Final EIR document and distribute to commenting agencies.

List of Products:

- Provide an electronic copy of the screencheck Final EIR document to each of the participating cities, SANBAG, and the County for internal review.
- Provide up to 70 printed and bound copies of the Final EIR. Distribute necessary copies to recipients via first class mail using a list provided by the lead agency.

TASK 4.3F: FINDINGS OF FACT AND STATEMENTS OF OVERRIDING CONSIDERATION

CONSULTANT will prepare the written findings for each significant effect identified in the EIR, pursuant to Section 15091 of the State CEQA Guidelines, and the Statement of Overriding Considerations (SOC), pursuant to Section 15093 of the State CEQA Guidelines. The lead agency may provide the format for this document, or defer to CONSULTANT as to format. CONSULTANT will prepare draft findings for each significant effect identified in the EIR and prepare an SOC if unavoidable significant impacts occur. As required by the State CEQA Guidelines, one of three findings must be made for each significant effect and must be supported by substantial evidence in the record. The SOC will rely on input from the lead agency and the project applicant regarding the benefits of the project. The Draft Environmental Findings will be submitted for internal review. Upon receipt of lead agency and applicant comments, the Draft Environmental Findings will be revised and resubmitted by email for lead agency use in considering the project. Up to 86 hours of professional staff time have been budgeted for this task. Extensive revisions that require additional time may result in the need for a contract amendment.

List of Products:

- Provide each of the lead agencies up to three (3) copies of the final Findings of Fact and Statement of Overriding Considerations and one (1) electronic copy for staff use.

TASK 4.3G: NOTICE OF DETERMINATION

The Notice of Determination (NOD) will be filed in person with the San Bernardino County Clerk of the Board within three business days of project approval. The lead agencies will provide the funds necessary for the CDFG filing fees at the time of the filing of the NOD. Following filing with the Clerk of the Board, the NOD will be sent via overnight mail to the State Clearinghouse for posting.

List of Products:

- Provide copies of the NOD for signature by each of the lead agencies. One copy will be filed with the County Clerk and the other will be sent to the State Clearinghouse via overnight delivery. The NOD's will be appropriately filed within 48 hours of project approval. The applicant and/or the lead agency are responsible for all filing fees (CDFG fee, County processing fee). A check for these fees must be made available to CONSULTANT at the time of project approval to avoid filing delays.

TASK 4.3H: GHG SIGNIFICANCE THRESHOLDS AND CEQA STREAMLINING METHODOLOGY

CONSULTANT will provide CEQA Thresholds for climate change impacts based upon the regional GHG reduction plan and the Draft and Final EIR. The CEQA thresholds document will discuss the method for tiering CEQA analysis of future development projects by each of the lead agencies using the GHG emission inventories and reduction strategies. This tiering process affords a consistent, legally defensible way of streamlining future CEQA analysis of climate change impacts for individual projects.

List of Products:

- Provide each lead agency up to three (3) printed and bound copies and one (1) electronic copy of the GHG Significance Thresholds and CEQA Streamlining Methodology document.

Attachment "B"

Fee Schedule

Personnel	Hourly Rate
Michael Hendrix	$195.00

Governments SANBAG Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 31

Date: July 11, 2012

Subject: Interstate 10 (I-10)/ Tippecanoe Phase 1 Interchange Construction

Recommendation:*

1. Approve Amendment No. 1 to Construction Cooperative Agreement No. C12183 with the State of California Department of Transportation for construction of the Phase 1 I-10/ Tippecanoe Avenue Interchange Project.

2. Approve a budget amendment to replace $10,000,000 of Surface Transportation Program Local (STPL) funds with an equal amount of Corridor Mobility Improvement Account (CMIA) funds and authorize the use of Measure I Valley Freeway Interchange funds to advance STPL Advance Construction funds.

3. Award Construction Contract No. C12196 to Ortiz Enterprises Incorporated, the lowest responsive responsible bidder, for I-10/ Tippecanoe Phase 1 Interchange Project, in the amount of $12,080,942.33.

4. Approve Allowances/Contingency for Contract No. C12196, I-10/ Tippecanoe Phase 1 Interchange Project, in the amount of $1,706,154.20.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1207a-mb
Attachment: C12183-01 and C12196

5. Approve a $30,000 increase in the Environmental Mitigation fee for I-10/ Tippecanoe Phase 1 Interchange, for a total amount of $150,000.

Background:

Recommendations 1 and 2: On May 2, 2012, the Board approved, in concept, the terms and provisions of a later-available Amendment No. 1 to Cooperative Agreement No. C12183 with the State of California Department of Transportation District 8 (Caltrans) for construction of the Phase 1 I-10 Tippecanoe Avenue Interchange Improvement Project. The Board authorized the President to sign the amendment after review and approval by SANBAG legal counsel. The amendment was to include a revised Funding Plan that replaced $10 million of Surface Transportation Program Local (STPL) funds with Corridor Mobility Improvement Account (CMIA) funds, and shifted the responsibility of Source Inspection from SANBAG to Caltrans. The revised Funding Plan was necessitated due to the California Transportation Commission allocating the CMIA funds to the project at their April 2012 meeting.

The change in responsibility for the Source Inspection had been agreed to at the Caltrans District level. However in June, after much discussion, Caltrans stated that they no longer perform Source Inspection on any locally funded project not already under construction and that it was SANBAG's responsibility to provide Source Inspection services. This change in position is consistent with the original Cooperative Agreement C12183, but is a change to the terms presented to and concurred with by the Board at the May meeting. For this reason, the amendment in its final form is being brought forward again for the Board's consideration and approval. The amendment now only adds the CMIA funds and corrects some inconsistencies in the post miles, and does not change the SANBAG's responsibility to provide Source Inspection services.

The change in funding sources also requires that the budget be amended. Staff is requesting Board approval of a budget amendment to replace $10,000,000 of STPL funds with CMIA funds. STPL are Advance Construction (AC) funds. Measure I will be used to advance the STPL funds, because the STPL funds will not be available until Fiscal Year 2015/2016.

Recommendations 3 and 4: **Recommendation 3 and 4 provides for the award of a new contract based on the competitive low bid process.** Bids were opened for the I-10/Tippecanoe Phase 1 Interchange Project on June 26, 2012. The engineer's construction cost estimate is $13.2 million. With supplemental items, agency furnished items, and contingency, the total project is estimated at $14.3 million.

SANBAG received four (4) bids from contractors whose bid form amounts on their face ranged from $118,900.00, to a high of $15,199,467.90. At the bid opening, SEMA Construction Inc. was identified as the lowest bidder at $118,900.00, followed by Ortiz Enterprises Incorporated at $12,080,942.33. All four bids were reviewed by staff for discrepancies and compliance with the Invitation for Bids (IFB) requirements.

Based on the review, the SEMA Construction Inc. bid for $118,900 was found to contain discrepancies both in the total amount shown on the bid form of $118,900.00 and in unit price extensions. Based on the IFB document, in case of a discrepancy between the unit price and the total, the unit price shall prevail. Therefore, the correct total bid amount is $14,842,214.65. SEMA Construction Inc. was informed of the discrepancies on June 27, 2012, and has chosen not to protest the matter. Based on this correction Ortiz Enterprises Incorporated bid was found to be the bid day apparent lowest responsive bidder (Exhibit A).

Documents submitted on the day of the bid identified that all of the bidders failed to achieve the 6.8% Underutilized Disadvantaged Business Enterprise (UDBE) goal. On bid day Ortiz Enterprises Incorporated UDBE commitment was 4.23 %. Per bid requirements, the three apparent lowest bidders are to provide within four business days UDBE Good Faith Efforts (GFE) documentation to support their UDBE outreach efforts and bid day commitment. On July 2, 2012, Staff received UDBE Good Faith Efforts (GFE) documentation from Ortiz Enterprises Incorporated and Riverside Construction Inc. Staff and our on-call Disadvantaged Business Enterprise (DBE) compliance consultant reviewed the GFE documentation. The GFE documentation provided by Ortiz Enterprises Incorporated was determined to be adequate as defined by Federal requirements and the IFB.

Staff is recommending that Contract No. C12196 for the I-10/ Tippecanoe Phase 1 Interchange Project be awarded to Ortiz Enterprises Incorporated in the amount of $12,080,942.33.

Staff is also recommending approval of Allowances/Contingency for Contract No. C12196, I-10/ Tippecanoe Phase 1 Interchange Project, consisting of supplemental items, agency furnished materials, and contingency, for a total amount of $1,706,154.20 (See Exhibit B). With the addition of Allowances/Contingency the total construction cost is $13,787,096.53.

The funding for the construction phase is provided per Cooperative Agreement No. C12183 and Cooperative Agreement No. R10200. Funding includes federal, state, and local fund components from the City

of San Bernardino, the City of Loma Linda, and the Inland Valley Development Agency. Utilizing the state funds is contingent on the approval of Recommendation 1 and 2.

Recommendation 5: In April 2012, the Board authorized the payment of $120,000 for the purchase of 2.0 acres of credits within the Santa Ana Watershed Association (SAWA) In-Lieu Fees Program to mitigate the impacts to drainage facilities associated with the I-10 Tippecanoe Phase 1 Interchange Project. The mitigation is a condition of the U.S Army Corps of Engineers permit. On June 13, 2012, SAWA sent SANBAG an invoice for $150,000. SAWA indicated that they are now requiring the mid-level mitigation at $75,000/acre as the lower level of $60,000/acre is no longer sufficient to cover mitigation costs. Staff made a request to SAWA to apply the $60,000 per acre for this project, but were denied. In order to proceed with construction, staff is requesting approval of an increase in the Environmental Mitigation fee in the amount of $30,000 for a total amount of $150,000.

Financial Impact: This item is not consistent with the SANBAG fiscal year 2012/2013 budget. Staff requests approval of a budget amendment reducing STPL funds by $10,000,000 and increasing CMIA funds by the same amount. Funding for the contract is provided under Task No. 0842.

Reviewed By: Approval was given to take award of Contract No. C12196 directly to the SANBAG Board without prior Policy Committee approval on May 2, 2012. SANBAG Legal Counsel and Contract Administrator have reviewed and approved this item and agreements as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1207a-mb
Attachment: C12183-01 and C12196

Exhibit A

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

I-10 Tippecanoe Phase 1 Interchange Project

Contract C12196

Bid Opening: June 26, 2012, at 2:00 p.m.

#	Bidder	Final Bid Amount
1	Ortiz Enterprises Incorporated	$12,080,942.33
2	Riverside Construction	$12,153,478.35
3	Powell Construction	$13,199,467.80
4	SEMA Construction Inc.	$14,842,214.65

BRD1207a-mb
Attachment: C12183-01 and C12196

Exhibit B

I-10 Tippecanoe Phase 1 Interchange Project

Item	Item Description	Amount
	SUPPLEMENTAL WORK	
1	Federal Trainee Program	4,800.00
2	Just- In-Time-Training	1,500.00
3	Additional Traffic Control	20,000.00
4	Maintain Existing Traffic Signal and Lighting	10,000.00
5	Check and Test Existing Irrigation Facilities	1,000.00
6	Repair or Modify Existing Irrigation Systems	4,000.00
7	Damage Repair /Replace Plant Materials at ROW	50,000.00
8	Maintain Existing Irrigation Systems	5,000.00
9	Water Pollution Control Maintenance Sharing	15,000.00
10	Additional Water Pollution Control	50,000.00
11	Storm Water Sampling and Analysis	6,000.00
12	Partnering Shared Cost	35,000.00
13	Payment for Price Index Fluctuations	30,600.00
14	Remove Existing Debris in ROW	1,000.00
15	Additional Rapid Strength Concrete Work for Staging	25,000.00
16	Caltrans Safety & Landscape Review	50,000.00
17	Disputes Review Board Shared Cost	15,000.00
18	**SUBTOTAL (1)**	**$ 323,900.00**
	AGENCY FURNISHED MATERIALS AND EXPENSES	
19	Freeway Service Patrol Services	66,000.00
20	COZEEP Services	25,160.00
21	Transportation Management Plan	75,000.00
22	Model 2070 Controller Assembly	8,000.00
23	**SUBTOTAL (2)**	**$ 174,160.00**
	CONTINGENCIES	
24	10% of Construction Contract ($12,080,942)	1,208,094.20
29	**SUBTOTAL (3)**	**$ 1,208,094.20**
	Total ALLOWANCES AND CONTINGENCY	**$ 1,706,154.20**
	SUMMARY	
1	**Construction Contract C12196**	**$12,080,942.33**
2	**Supplemental Work Items**	**$323,900.00**
3	**Agency Furnished Items**	**$174,160.00**
4	**Contingency (10%)**	**$1,208,094.20**
	TOTAL	**$13,787,096.53**

BRD1207a-mb
Attachment: C12183-01 and C12196

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12183 Amendment No. 1

By and Between

San Bernardino County Transportation Authority and State of California Dept. of Trans.

Contract Description Amendment 1 to Const. Coop Agreement for Ph. 1 I-10/Tippecanoe I/C

Board of Director's Meeting Date: May 2, 2012

Overview of BOD Action: July 11, 2012. Approve Amendment No. 1 to Const. Coop C12183. Approve Budget amendment to replace $10M of STPL funds with $10M of CMIA funds.

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

CONTRACT OVERVIEW					
Original Contract Amount	$	16,560,790.00	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	16,560,790.00	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY ***(contract value + contingency)***				$	16,560,790.00

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
8/15/2012	12/31/2015	

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Contract start date reflects bid documents for construction

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0842.

☐ A Budget Amendment is required.

How are we funding current FY? This is a zero dollar coop agreement. Funds will be committed on the professional services and construction contract asso. with this Cooperative agreement.

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* STP Local $3,508,790 [Advance Construction (AC) Measure I will be used until FY 15/16], $3,052,000 Local funds, $10,000,000 CMIA funds.

☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Garry Cohoe	[signature]	7-3-12
Task Manager (Print Name)	Signature	Date
Barbara Fort	Barbara Fort	7.3.12
Project Manager (Print Name)	Signature	Date
Jeffery Hill	[signature]	7-3-12
for Contracts Manager (Print Name)	Signature	Date
William Stawarski	[signature]	7/3/12
Chief Financial Officer Signature (Print Name)	Signature	Date

08-SBD-10-25.3/26.3
EA: 44811
Federal Funds
District Agreement 08-1529 A/1
Project No. 0800020451

AMENDMENT NO. 1 TO AGREEMENT 1529

THIS AMENDMENT No. 1 (AMENDMENT), entered into and effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

San Bernardino Associated Governments, a political subdivision of the State of California, referred to as SANBAG.

RECITALS

1. CALTRANS and SANBAG, collectively referred to as PARTNERS, entered into Agreement No. 08-1529, (AGREEMENT) on February 28, 2012, defining the terms and conditions construction of the eastbound auxiliary lane, eastbound off-ramp and widening of Timoteo Bridge (phase 1) on I-10 in the cities of Loma Linda and San Bernardino from 1.01 miles west of Tippecanoe Avenue to 1.02 miles east of Tippecanoe Avenue, referred to as PROJECT.

2. AGREEMENT established that a portion of the PROJECT description to be "from 1.01 miles west of Tippecanoe Avenue to 1.02 miles east of Tippecanoe Avenue"; the Post Miles as 25.5/26.7; Surface Transportation Program Local funds in the amount of $15,549,000; and had no State Furnished Materials (SFM).

3. PARTNERS now seek to have a portion of the PROJECT description be "from 1.01 miles west of Tippecanoe Avenue to Tippecanoe Avenue; Post Miles to be 25.3/26.3; reduce Surface Transportation Local funds to $5,549,000; add $10,000,000 Corridor Mobility Improvement Account funds; add SFM.

4. A revised FUNDING SUMMARY A/1 is attached and made part of this AMENDMENT.

IT IS THEREFORE MUTUALLY AGREED:

1. The Post Miles shown on the original Agreement are hereby revised to read 08-SBD-10-25.3/26.3.

2. Article 2 in the AGREEMENT is replaced in its entirety to read as follows:

"This agreement outlines the terms and conditions of cooperation between PARTNERS to complete the construction of the eastbound auxiliary lane, eastbound off-ramp and widening of Timoteo Bridge (phase 1) on Interstate 10 (I-10) in the cities of Loma Linda and San Bernardino from 1.01 miles west of Tippecanoe Avenue to Tippecanoe Avenue.

For the purpose of this agreement, construction of the eastbound auxiliary lane, eastbound off-ramp and widening of Timoteo Bridge (phase 1) on I-10 in the cities of Loma Linda and San Bernardino from 1.01 miles west of Tippecanoe Avenue to Tippecanoe Avenue will be referred to as PROJECT. All responsibilities assigned in this agreement to complete the construction PROJECT will be referred to as OBLIGATIONS."

3. Added new Articles 57.1 and 57.2 to the AGREEMENT under the Scope: CONSTRUCTION to read as follows:

57.1 SANBAG will submit a written request to CALTRANS for any SFM identified in the PROJECT plans, specifications, and estimate a minimum of 45 days prior to the bid advertisement date for PROJECT construction contract. SANBAG will submit a written request to CALTRANS for any additional SFM deemed necessary during PROJECT construction.

57.2 CALTRANS will make SFM available at a CALTRANS-designated location after SANBAG requests SFM and pays CALTRANS' invoice for actual SFM costs.

4. New Articles 80.1, 80.2, 80.3, 80.4 and 80.5 are added to the AGREEMENT to read as follows:

Cost: CONSTRUCTION SUPPORT

80.1 Each PARTNER listed below may submit invoices for CONSTRUCTION SUPPORT:

- SANBAG may invoice CALTRANS

80.2 SANBAG will submit to CALTRANS monthly invoices of actual expenditures.

After PARTNERS agree that all WORK is complete, SANBAG will submit a final accounting for all OBLIGATIONS COSTS. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this agreement.

Cost: CONSTRUCTION CAPITAL

80.3 The cost of all SFM is a CONSTRUCTION CAPITAL cost.

CALTRANS will invoice SANBAG for the actual cost of any SFM as a CONSTRUCTION CAPITAL cost.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all SFM costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this agreement.

80.4 Each PARTNER listed below may submit invoices for CONSTRUCTION CAPITAL:

- SANBAG may invoice CALTRANS

80.5 SANBAG will submit to CALTRANS monthly invoices of actual expenditures.

After PARTNERS agree that all WORK is complete, SANBAG will submit a final accounting for all OBLIGATIONS COSTS. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this agreement.

5. The PROJECT under DEFINITIONS is replaced in its entirety to read as follows:

PROJECT – The undertaking to construct eastbound auxiliary lane, eastbound off-ramp, retaining walls eastbound, reinforced concrete box culvert and widen Timoteo Bridge (phase 1) in the cities of Loma Linda and San Bernardino from 1.01 miles west of Tippecanoe Avenue to Tippecanoe Avenue.

6. A revised FUNDING SUMMARY A/1 is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY A/1 attached herein.

7. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

8. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED

By: _____
Syed Raza
Acting District 8 Director

APPROVED AS TO FORM:

By: _____
Attorney
Department of Transportation

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS:

By: _____
Accounting Administrator

CERTIFIED AS TO FUNDS:

By: _____
Lisa Pacheco
District Budget Manager

SAN BERNARDINO ASSOCIATED GOVERNMENTS

APPROVED

By: _____
~~Larry McCallon~~ Janice Rutherford
~~Board~~ President, SANBAG Board of Directors

By: _____
Vicki Watson
Board Clerk

APPROVED AS TO FORM

By: _____
~~Penny Alexander-Kelley~~ Eileen Monaghan Tiedt
~~Authority~~ Counsel
General

CONCURRENCE:

By: _____
for Kathleen Murphy-Perez
Contracts Manager

FUNDING SUMMARY A/1

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Fund Types
FEDERAL	SANBAG	STPL	$4,457,830	$1,091,170	$1,091,170	$4,457,830	$5,549,000
STATE	SANBAG	CMIA	$10,000,000	$0	$0	$10,000,000	$10,000,000
LOCAL	SANBAG	City (Matching)	$2,143,170	$908,830	$908,830	$2,143,170	$3,052,000
		Subtotals	$16,601,000	$2,000,000	$2,000,000	$16,601,000	$18,601,000

CONTRACT SUMMARY SHEET

Contract No. C 12196 Amendment No. _____

By and Between

San Bernardino County Transportation Commission and Ortiz Enterprises Incorporated

Contract Description I-10 Tippecanoe Interchange Improvement Project Phase 1

Board of Director's Meeting Date: 07/11/2012
Overview of BOD Action: Award Construction Contract No. C12196 to Ortiz Enterprises Incorporated for the I-10 Tippecanoe Interchange Improvement Project Phase 1 in the amount of $12,080,942.33.

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

CONTRACT OVERVIEW

Original Contract Amount	$	12,080,942.33	**Original Contingency Amount**	$	1,706,154.20
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	NA	**Contingency Amendment**	$	NA
TOTAL CONTRACT VALUE	$	12,080,942.33	**TOTAL CONTINGENCY VALUE**	$	1,706,154.20
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	**13,787,096.53**

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
07/25/12	8/01/2013	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 842.
☒ A Budget Amendment is required.
How are we funding current FY?

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
STP Local $2,921,118.28 [Advance Construction (AC) Measure I will be used until FY 15/16]; $2,540,834.02 Local funds (City Matching); $8,325,144.23 CMIA Funds

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☒ Retention? If yes, indicate % 5.

☐ Disadvantaged Business Enterprise (DBE) Goal NA % ☒ Underutilized DBE (UDBE) Goal 6.8 %

Gary Cahoe		7.3.12
Task Manager (Print Name)	Signature	Date
Barbara Fortman	Barbara Fortman	7.3.12
Project Manager (Print Name)	Signature	Date
Jeffery Hill		7-3-12
Contracts Administrator (Print Name)	Signature	Date
William Stawarski		7/8
Chief Financial Officer (Print Name)	Signature	Date

CONTRACT C12196

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

ORTIZ ENTERPRISES INCORPORATED

FOR

I-10 TIPPECANOE INTERCHANGE IMPROVEMENT PROJECT PHASE 1

This Contract, is effective on the Effective Date as defined herein, by and between San Bernardino County Transportation Authority (referred to hereinafter as "AUTHORITY"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and, Ortiz Enterprises Incorporated (referred to hereinafter as "CONTRACTOR") whose address is 6 Cushing, suite 200, Irvine, CA 92618. AUTHORITY and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, AUTHORITY has determined that it requires construction of I-10 Tippecanoe Interchange Improvement Project- Phase 1; and

WHEREAS, the work described herein cannot be performed by the employees of AUTHORITY; and

WHEREAS, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform these services identified herein.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents:

a) The Contract terms and conditions;

b) Bidder's Bid dated June 26, 2012.

c) California Department of Transportation Standard Plans, dated 2006, the Standard Specifications dated 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

d) Drawings, entitled I-10 Tippecanoe Interchange Improvement Project Phase 1.

e) Addenda No. 1 and Addenda No. 2.

f) Project Plans dated December 16, 2011; and Special Provisions dated May 22, 2012.

ARTICLE 2. PAYMENT

CONTRACTOR agrees to perform all work set forth and particularly described in this Contract, incorporated herein by reference, in consideration of the Base Bid to be paid by AUTHORITY in the amount of $ 12,080,942.33.

ARTICLE 3. PAYMENT AND PERFORMANCE BONDS

CONTRACTOR will furnish a Payment bond, in the form provided by AUTHORITY in the IFB, in an amount equal to one hundred percent (100%) of the contract price, and a faithful Performance bond in the form provided by AUTHORITY in the IFB, in an amount equal to one hundred percent (100%) of the contract price, said bonds, to be secured from a surety company satisfactory to AUTHORITY within ten (10) working days of the Notice of Award of this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

ARTICLE 4. RETENTION/PROMPT PAYMENT

Pursuant to CFR 26.29, CONTRACTOR is required to pay all subcontractors for satisfactory performance no later than 7 days from when the CONTRACTOR receives payment from the AUTHORITY. AUTHORITY shall hold retainage from CONTRACTOR of **five percent (5%)** from each invoice, and shall make prompt and regular incremental acceptances of portions, as determined by AUTHORITY of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with AUTHORITY's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of; a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance and/or non-compliance by a subcontractor. This Article applies to DBE and non-DBE contractors.

ARTICLE 5. COMPENSATION

AUTHORITY agrees to pay, and CONTRACTOR agrees to accept in full payment for the work outlined in the Contract documents, the sum of **TWELVE MILLION EIGHTY THOUSAND NINE HUNDRED FORTY TWO DOLLARS AND 33 CENTS ($12,080,942.33)**, subject to additions and deductions, if any, in accordance with said documents [including without limit that compensation due for unit price work shall be the actual number of such units performed multiplied by the unit price]. Payment shall not be made more often than once each thirty (30) days, nor shall the amount be paid in excess of ninety-five percent (95%) of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after acceptance of the Project. The Bid Schedule presented on the next page is incorporated into this Contract by this reference.

ITEM NO.	ITEM CODE		UNIT	QUANTITY	PRICE	AMOUNT
1	070012	Progress Schedule - Critical Path	LS	1	7500	$ 7,500.00
2	074016	Construction Site Management	LS	1	2500	$ 2,500.00
3	074019	Prepare Storm Water Pollution Prevention Plan	LS	1	65000	$ 65,000.00
4	074028	Temporary Fiber Roll	LF	5,240	2.5	$ 13,100.00
5	074043	Temporary Concrete Washout Bin	LS	1	15000	$ 15,000.00
6	074033	Temporary Construction Entrance	LS	1	15000	$ 15,000.00
7	074035	Temporary Check Dam	LF	440	7	$ 3,080.00
8	074038	Temporary Drainage Inlet Protection	EA	12	300	$ 3,600.00
9	074040	Temporary Hydraulic Mulch (Bonded Fiber Matrix)	SQYD	12,760	1	$ 12,760.00
10	074041	Street Sweeping	LS	1	50000	$ 50,000.00
11	074056	Rain Event Action Plan	EA	27	500	$ 13,500.00
12	074057	Storm Water Annual Report	EA	1	2000	$ 2,000.00
13	074058	Storm Water Sampling and Analysis Day	EA	16	600	$ 9,600.00
14	090100	Time Related Overhead	WDAY	220	2710	$ 596,200.00
15	120090	Construction Area Signs	LS	1	60000	$ 60,000.00
16	120100	Traffic Control System	LS	1	95000	$ 95,000.00
17	120120	Type III Barricade	EA	29	100	$ 2,900.00
18	120149	Temporary Pavement Marking (Paint)	SQFT	540	4	$ 2,160.00
19	120159	Temporary Traffic Stripe (Paint)	LF	30,410	0.6	$ 18,246.00
20	120165	Channelizer (Surface Mounted)	EA	98	50	$ 4,900.00
21	120300	Temporary Pavement Marker	EA	652	7	$ 4,564.00
22	128650	Portable Changeable Message Sign	EA	3	10500	$ 31,500.00
23	129000	Temporary Railing (Type K)	LF	13,055	12	$ 156,660.00
24	129100	Temporary Crash Cushion Module	EA	105	250	$ 26,250.00
25	129150	Temporary Traffic Screen	LF	13,055	1.4	$ 18,277.00
26	141103	Remove Yellow Thermoplastic Traffic Stripe (Hazardous Waste)	LF	7,750	1.1	$ 8,525.00
27	148005	Noise Monitoring	LS	1	5000	$ 5,000.00
28	150608	Remove Chain Link Fence	LF	3,760	3	$ 11,280.00
29	150662	Remove Metal Beam Guard Railing	LF	1,070	7	$ 7,490.00
30	150685	Remove Existing Irrigation Facilities	LS	1	5000	$ 5,000.00
31	150714	Remove Thermoplastic Traffic Stripe	LF	28,900	0.5	$ 14,450.00
32	150715	Remove Thermoplastic Pavement Marking	SQFT	2,520	2.3	$ 5,796.00
33	150722	Remove Pavement Marker	EA	2,700	1.2	$ 3,240.00
34	150742	Remove Roadside Sign	EA	21	150	$ 3,150.00
35	150747	Remove Roadside Sign (Strap and Saddle Bracket Method)	EA	1	50	$ 50.00
36	150760	Remove Sign Structure	EA	2	5400	$ 10,800.00
37	150771	Remove Asphalt Concrete Dike	LF	1,220	3	$ 3,660.00
38	150804	Remove Drainage Facility	LS	1	10000	$ 10,000.00
39	152353	Relocate Existing Irrigation Facilities	LS	1	5000	$ 5,000.00
40	153114	Cold Plane Asphalt Concrete Pavement (0.20' Max)	SQYD	500	10	$ 5,000.00
41	153215	Remove Concrete (curb and gutter)	LF	1,470	4	$ 5,880.00
42	153218	Remove Concrete (sidewalk)	SQFT	590	2	$ 1,180.00
43	153222A	Remove Rock Blanket	SQFT	2,310	4	$ 9,240.00
44	157561	Bridge Removal (Portion) Location A-Tippecanoe Ave UC Br. 54-0598	LS	1	5500	$ 5,500.00
45	157562	Bridge Removal (Portion) Location B-San Timoteo Creek Br. 54-0599	LS	1	50000	$ 50,000.00
46	160101	Clearing and Grubbing	LS	1	30000	$ 30,000.00
47	170101A	Maintain Water Supply	LS	1	31000	$ 31,000.00

48	190101	Roadway Excavation	CY	50,235	1	$	50,235.00
49	190108	Roadway Excavation (Type Y-2) (Aerially Deposited Lead)	CY	11,390	9	$	102,510.00
50	190110	Lead Compliance Plan	LS	1	7500	$	7,500.00
51	190111	ADL Burial Location Report	LS	1	3000	$	3,000.00
52	(F) 192003	Structure Excavation (Bridge)	CY	730	120	$	87,600.00
53	(F) 192020	Structure Excavation (Type D)	CY	168	155	$	26,040.00
54	192037	Structure Excavation (Retaining Wall)	CY	8,967	20	$	179,340.00
55	(F) 193003	Structure Backfill (Bridge)	CY	910	71	$	64,610.00
56	193013	Structure Backfill (Retaining Wall)	CY	15,227	20	$	304,540.00
57	(F) 193031	Pervious Backfill Material (Retaining Wall)	CY	495	40	$	19,800.00
58	198001	Imported Borrow	CY	1,060	6	$	6,360.00
59	200001	Highway Planting	LS	1	40000	$	40,000.00
60	200114	Rock Blanket	SQYD	315	56	$	17,640.00
61	200116	Gravel (Miscellaneous Areas) (Type 1)	SQYD	1,460	21	$	30,660.00
62	203002	Erosion Control (Compost Blanket)	SQFT	79,180	0.1	$	7,918.00
63	203031	Erosion Control (Hydroseed)	SQFT	79,180	0.1	$	7,918.00
64	204096	Maintain Existing Planted Areas	SQFT	404,310	0.04	$	16,172.40
65	204099	Plant Establishment Work	LS	1	60000	$	60,000.00
66	206401	Maintain Existing Irrigation Facilities	LS	1	19000	$	19,000.00
67	206401A	Locate Irrigation Facilities	LS	1	9700	$	9,700.00
68	206401B	Locate Irrigation Cross Overs and Conduits	LS	1	3400	$	3,400.00
69	206555	Modify Irrigation System	LS	1	8400	$	8,400.00
70	208000	Irrigation System	LS	1	67000	$	67,000.00
71	208740	12" Corrugated High Density Polyethylene Pipe Conduit	LF	109	68	$	7,412.00
72	208907A	Extend 10" Conduit with 12" Corrugated High Density Polyethylene Pipe Conduit	LF	44	42	$	1,848.00
73	220101	Finishing Roadway	LS	1	1200	$	1,200.00
74	250201	Class 2 Aggregate Sub-Base	CY	980	28	$	27,440.00
75	260201	Class 2 Aggregate Base	CY	1,385	40	$	55,400.00
76	280000	Lean Concrete Base	CY	1,325	95	$	125,875.00
77	280000A	Lean Concrete Base Rapid Setting	CY	118	485	$	57,230.00
78	390132	Hot Mix Asphalt (Type A)	TON	32	70	$	2,240.00
79	390132A	Hot Mix Asphalt (Type A) - Bond Breaker	TON	530	127	$	67,310.00
80	390137	Rubberized Hot Mix Asphalt - Gap Graded	TON	1,080	82	$	88,560.00
81	390152	Hot Mix Asphalt (Type C)	TON	4,860	79	$	383,940.00
82	394074	Place Hot Mix Asphalt Dike (Type C)	LF	190	3	$	570.00
83	394076	Place Hot Mix Asphalt Dike (Type E)	LF	510	3	$	1,530.00
84	394077	Place Hot Mix Asphalt Dike (Type F)	LF	1,120	3	$	3,360.00
85	394090	Place Hot Mix Asphalt (Miscellaneous Area)	SQFT	150	16	$	2,400.00
86	395000	Liquid Asphalt (Prime Coat)	TON	8	1500	$	12,000.00
87	397005	Tack Coat	TON	6	3300	$	19,800.00
88	401050	Jointed Plain Concrete Pavement	CY	3,265	177	$	577,905.00
89	401050B	Jointed Plain Concrete Pavement (Ramp Termini with Rapid Strength Concrete)	CY	252	675	$	170,100.00
90	404092	Seal Pavement Joint	LF	9,170	6	$	55,020.00
91	404093	Seal Isolation Joint	LF	5,480	9	$	49,320.00
92	413111	Repair Spalled Joints	SQYD	13	500	$	6,500.00
93	420201	Grind Existing Concrete Pavement	SQYD	3,090	5	$	15,450.00
94	490528	Furnish Steel Piling (HP 14x89)	LF	3,890	59	$	229,510.00
95	490529	Drive Steel Pile (HP 14x89)	EA	64	1700	$	108,800.00

96	490601	16" Cast-in-Drilled-Hole Concrete Piling	LF	1,200	104	$	124,800.00
97	500001	Prestressing Cast In Place Concrete	LS	1	33000	$	33,000.00
98	(F) 510051	Structural Concrete (Bridge Footing)	CY	145	300	$	43,500.00
99	(F) 510053	Structural Concrete (Bridge)	CY	572	675	$	386,100.00
100	(F)510060	Structural Concrete (Retaining Wall)	CY	3,390	290	$	983,100.00
101	(F) 510086	Structural Concrete (Approach Slab) (Type N)	CY	68	900	$	61,200.00
102	(F) 510410	Class 1 Concrete (Structure)	CY	2,890	600	$	1,734,000.00
103	(F) 510502	Minor Concrete (Minor Structure)	CY	60	1850	$	111,000.00
104	(F) 510530A	Minor Concrete (Concrete Barrier Transition)	CY	8	750	$	6,000.00
105	511035	Architectural Treatment	SQFT	24,142	7.5	$	181,065.00
106	511106	Drill and Bond Dowel	LF	83	20	$	1,660.00
107	511106A	Drill and Bond Dowel (Concrete Barrier Transition)	LF	15	20	$	300.00
108	515020	Refinish Bridge Deck	SQFT	395	20	$	7,900.00
109	519091	Joint Seal (MR 1 1/2")	LF	94	175	$	16,450.00
110	(F) 520101A	Bar Reinforcing Steel (Concrete Barrier Transition)	LB	668	1.25	$	835.00
111	(F) 520101B	Bar Reinforcing Steel (Drainage)	LB	686,000	0.75	$	514,500.00
112	(F) 520102	Bar Reinforcing Steel (Bridge)	LB	171,676	0.88	$	151,074.88
113	(F) 520103	Bar Reinforcing Steel (Retaining Wall)	LB	276,515	1.07	$	295,871.05
114	520120	Headed Bar Reinforcement	EA	374	13	$	4,862.00
115	(F) 560218	Furnish Sign Structure (Truss)	LB	67,835	4.7	$	318,824.50
116	(F) 560219	Install Sign Structure (Truss)	LB	67,835	0.3	$	20,350.50
117	560238	Furnish Single Sheet Aluminum Sign (0.063" - Unframed)	SQFT	140	11	$	1,540.00
118	560239	Furnish Single Sheet Aluminum Sign (0.080" - Unframed)	SQFT	82	12	$	984.00
119	560244	Furnish Laminated Panel Sign (1"-Type A)	SQFT	530	24	$	12,720.00
120	560245	Furnish Laminated Panel Sign (1"-Type B)	SQFT	160	25	$	4,000.00
121	560251	Furnish Single Sheet Aluminum Sign (0.063" - Framed)	SQFT	130	15	$	1,950.00
122	560252	Furnish Single Sheet Aluminum Sign (0.080" - Framed)	SQFT	230	17	$	3,910.00
123	561014	54" Cast-in-Drilled-Hole Concrete Pile (Sign Foundation)	LF	20	1250	$	25,000.00
124	562002	Metal (Barrier Mounted Sign)	LB	800	15	$	12,000.00
125	566011	Roadside Sign (One Post)	EA	10	375	$	3,750.00
126	566012	Roadside Sign (Two Post)	EA	4	1200	$	4,800.00
127	568001	Install Roadside Sign (Strap and Saddle Bracket Method)	EA	16	100	$	1,600.00
128	568015	Install Sign (Mast-Arm Hanger Method)	EA	2	400	$	800.00
129	568023	Install Roadside Sign (Laminated Wood Box Post)	EA	6	3000	$	18,000.00
130	620100	18" Alternative Pipe Culvert	LF	18	202	$	3,636.00
131	620140	24" Alternative Pipe Culvert	LF	1,440	91	$	131,040.00
132	620710	12" Alternative Slotted Pipe	LF	970	79	$	76,630.00
133	650014	18" Reinforced Concrete Pipe	LF	29	280	$	8,120.00
134	650018	24" Reinforced Concrete Pipe	LF	170	155	$	26,350.00
135	700617	Drainage Inlet Marker	EA	1	50	$	50.00
136	703239	36" Corrugated Steel Pipe Riser (0.109" Thick)	LF	14	1000	$	14,000.00
137	707117	36" Precast Concrete Pipe Inlet	LF	7	500	$	3,500.00
138	709522	Inlet Depression	EA	16	1120	$	17,920.00
139	721009	Rock Slope Protection (Facing) (Method B)	CY	9	90	$	810.00
140	729010	Rock Slope Protection Fabric	SQYD	18	4	$	72.00
141	731504	Minor Concrete (Curb & Gutter)	CY	12	600	$	7,200.00
142	731505A	Minor Concrete (Sidewalk)	CY	2	725	$	1,450.00
143	731517	Minor Concrete (Gutter)	LF	934	25	$	23,350.00
144	731623	Minor Concrete (Curb Ramp)	CY	4	725	$	2,900.00

96	490601	16" Cast-in-Drilled-Hole Concrete Piling	LF	1,200	104	$	124,800.00
97	500001	Prestressing Cast In Place Concrete	LS	1	33000	$	33,000.00
98	(F) 510051	Structural Concrete (Bridge Footing)	CY	145	300	$	43,500.00
99	(F) 510053	Structural Concrete (Bridge)	CY	572	675	$	386,100.00
100	(F)510060	Structural Concrete (Retaining Wall)	CY	3,390	290	$	983,100.00
101	(F) 510086	Structural Concrete (Approach Slab) (Type N)	CY	68	900	$	61,200.00
102	(F) 510410	Class 1 Concrete (Structure)	CY	2,890	600	$	1,734,000.00
103	(F) 510502	Minor Concrete (Minor Structure)	CY	60	1850	$	111,000.00
104	(F) 510530A	Minor Concrete (Concrete Barrier Transition)	CY	8	750	$	6,000.00
105	511035	Architectural Treatment	SQFT	24,142	7.5	$	181,065.00
106	511106	Drill and Bond Dowel	LF	83	20	$	1,660.00
107	511106A	Drill and Bond Dowel (Concrete Barrier Transition)	LF	15	20	$	300.00
108	515020	Refinish Bridge Deck	SQFT	395	20	$	7,900.00
109	519091	Joint Seal (MR 1 1/2")	LF	94	175	$	16,450.00
110	(F) 520101A	Bar Reinforcing Steel (Concrete Barrier Transition)	LB	668	1.25	$	835.00
111	(F) 520101B	Bar Reinforcing Steel (Drainage)	LB	686,000	0.75	$	514,500.00
112	(F) 520102	Bar Reinforcing Steel (Bridge)	LB	171,676	0.88	$	151,074.88
113	(F) 520103	Bar Reinforcing Steel (Retaining Wall)	LB	276,515	1.07	$	295,871.05
114	520120	Headed Bar Reinforcement	EA	374	13	$	4,862.00
115	(F) 560218	Furnish Sign Structure (Truss)	LB	67,835	4.7	$	318,824.50
116	(F) 560219	Install Sign Structure (Truss)	LB	67,835	0.3	$	20,350.50
117	560238	Furnish Single Sheet Aluminum Sign (0.063" - Unframed)	SQFT	140	11	$	1,540.00
118	560239	Furnish Single Sheet Aluminum Sign (0.080" - Unframed)	SQFT	82	12	$	984.00
119	560244	Furnish Laminated Panel Sign (1"-Type A)	SQFT	530	24	$	12,720.00
120	560245	Furnish Laminated Panel Sign (1"-Type B)	SQFT	160	25	$	4,000.00
121	560251	Furnish Single Sheet Aluminum Sign (0.063" - Framed)	SQFT	130	15	$	1,950.00
122	560252	Furnish Single Sheet Aluminum Sign (0.080" - Framed)	SQFT	230	17	$	3,910.00
123	561014	54" Cast-in-Drilled-Hole Concrete Pile (Sign Foundation)	LF	20	1250	$	25,000.00
124	562002	Metal (Barrier Mounted Sign)	LB	800	15	$	12,000.00
125	566011	Roadside Sign (One Post)	EA	10	375	$	3,750.00
126	566012	Roadside Sign (Two Post)	EA	4	1200	$	4,800.00
127	568001	Install Roadside Sign (Strap and Saddle Bracket Method)	EA	16	100	$	1,600.00
128	568015	Install Sign (Mast-Arm Hanger Method)	EA	2	400	$	800.00
129	568023	Install Roadside Sign (Laminated Wood Box Post)	EA	6	3000	$	18,000.00
130	620100	18" Alternative Pipe Culvert	LF	18	202	$	3,636.00
131	620140	24" Alternative Pipe Culvert	LF	1,440	91	$	131,040.00
132	620710	12" Alternative Slotted Pipe	LF	970	79	$	76,630.00
133	650014	18" Reinforced Concrete Pipe	LF	29	280	$	8,120.00
134	650018	24" Reinforced Concrete Pipe	LF	170	155	$	26,350.00
135	700617	Drainage Inlet Marker	EA	1	50	$	50.00
136	703239	36" Corrugated Steel Pipe Riser (0.109" Thick)	LF	14	1000	$	14,000.00
137	707117	36" Precast Concrete Pipe Inlet	LF	7	500	$	3,500.00
138	709522	Inlet Depression	EA	16	1120	$	17,920.00
139	721009	Rock Slope Protection (Facing) (Method B)	CY	9	90	$	810.00
140	729010	Rock Slope Protection Fabric	SQYD	18	4	$	72.00
141	731504	Minor Concrete (Curb & Gutter)	CY	12	600	$	7,200.00
142	731505A	Minor Concrete (Sidewalk)	CY	2	725	$	1,450.00
143	731517	Minor Concrete (Gutter)	LF	934	25	$	23,350.00
144	731623	Minor Concrete (Curb Ramp)	CY	4	725	$	2,900.00

145	731656	Curb Ramp Detectable Warning Surface	SQFT	12	40	$	480.00
146	(F) 750001	Miscellaneous Iron and Steel	LB	9,480	1.6	$	15,168.00
147	800360	Chain Link Fence (Type CL-6)	LF	3,560	12	$	42,720.00
148	820107	Delineator (Class 1)	EA	23	50	$	1,150.00
149	832003	Metal Beam Guard Railing (Wood Post)	LF	1,062.5	20	$	21,250.00
150	832070	Vegetation Control (Minor Concrete)	SQYD	340	75	$	25,500.00
151	839521	Cable Railing	LF	869	11	$	9,559.00
152	839541	Transition Railing (Type WB)	EA	4	3300	$	13,200.00
153	839576	End Cap (Type A)	EA	1	50	$	50.00
154	839578	End Cap (Type TC)	EA	4	800	$	3,200.00
155	839581	End Anchor Assembly (Type SFT)	EA	1	760	$	760.00
156	839584	Alternative In-Line Terminal System	EA	2	2900	$	5,800.00
157	839585	Alternative Flared Terminal System	EA	2	2000	$	4,000.00
158	839704	Concrete Barrier (Type 60D)	LF	869	34	$	29,546.00
159	839717	Concrete Barrier (Type 732 Mod)	LF	396	48	$	19,008.00
160	839720	Concrete Barrier (Type 732)	LF	208	44	$	9,152.00
161	839721	Concrete Barrier (Type 732A)	LF	3,384	43	$	145,512.00
162	839723	Concrete Barrier (Type 732B)	LF	20	70	$	1,400.00
163	840504	4" Thermoplastic Traffic Stripe	LF	16,200	0.6	$	9,720.00
164	840506	8" Thermoplastic Traffic Stripe	LF	1,540	0.8	$	1,232.00
165	840515	Thermoplastic Pavement Marking	SQFT	2,110	3.5	$	7,385.00
166	840523	4" Thermoplastic Traffic Stripe (Broken 12-3)	LF	1,970	0.5	$	985.00
167	840525	4" Thermoplastic Traffic Stripe (Broken 36-12)	LF	19,700	0.5	$	9,850.00
168	840526A	4" Thermoplastic Traffic Stripe (Broken 16-8)	LF	2,350	0.5	$	1,175.00
169	850101	Pavement Marker (Non-reflective)	EA	1,970	1.2	$	2,364.00
170	850111	Pavement Marker (Retroreflective)	EA	900	3	$	2,700.00
171	860090	Maintaining Existing Traffic Management Elements During Construction	LS	1	4000	$	4,000.00
172	860251A	Modify Signal and Lighting (Location1)	LS	1	90000	$	90,000.00
173	860460A	Modify Lighting and Sign Illumination	LS	1	110000	$	110,000.00
174	860791A	Modify Communication System	LS	1	30000	$	30,000.00
175	860990	Closed Circuit Television System	LS	1	15000	$	15,000.00
176	861101A	Modify Ramp Metering System (Location1)	LS	1	15000	$	15,000.00
177	160120A	Remove Existing Trees	LS	1	10000	$	10,000.00
178	128605A	Temporary Lighting	LS	1	15000	$	15,000.00
179	019839	Resident Engineer's Office	LS	1	72000	$	72,000.00
180	073018A	Temporary Clear Water Diversion	LS	1	62000	$	62,000.00
181	999990	Mobilization	LS	1	1200000	$	1,200,000.00
						$	12,080,942.33

ARTICLE 6. TAXES, DUTIES AND FEES

Except to the extent expressly provided otherwise elsewhere in this Contract, CONTRACTOR shall pay when due, and the compensations set forth in this Contract shall be inclusive of all a) local, municipal, state, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONTRACTOR; and d) all other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

ARTICLE 7. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not allocated or available for the continuance of work performed by the CONTRACTOR, work directly or indirectly involved may be suspended or terminated by AUTHORITY at the end of the period for which funds are available. When AUTHORITY becomes aware that any portion of work, which will or may be affected by a shortage of funds, it will notify CONTRACTOR within fifteen (15) days. Nothing herein shall relieve AUTHORITY from its obligation to compensate CONTRACTOR for work performed pursuant to this Contract. No penalty shall accrue to AUTHORITY in the event this provision is exercised.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, or other authorized representatives or agents of AUTHORITY, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by AUTHORITY, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow AUTHORITY or its representatives of agents to reproduce any materials as reasonably necessary. This Article applies to all subcontractors at any tier that is performing work under this Contract.

ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Provisions attached herein. CONTRACTOR shall incur no costs and shall not perform or furnish any work, services or equipment under this Contract, unless and until the AUTHORITY has issued a written Notice To Proceed (NTP).

ARTICLE 10. CONTRACTORS LICENSE

CONTRACTOR agrees that he is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in the project plans and specifications. CONTRACTOR further agrees to maintain license through the entire duration of Contract.

ARTICLE 11. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

11.1 CONTRACTOR agrees to comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of transportation (DOT), Title 49 CFR Part 21 as they may be amended from time to time, which are herein incorporated by this reference and made part of this Contract. The following minimum specific requirement activities of the Equal Employment Opportunity (EEO):

11.1.1 CONTRACTOR will work with the AUTHORITY and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the Contract.

11.2.1 CONTRACTOR will accept as his operating policy the following statement: "It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

11.2 EEO Officer: CONTRACTOR will designate and submit to the AUTHORITY in writing the EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate AUTHORITY and responsibility to do so.

11.3 Dissemination of Policy: All members of the CONTRACTOR's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

11.3.1 Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

11.3.2 All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.

11.3.3 All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority group employees.

11.3.4 Notices and posters setting forth the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

11.3.5 CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

11.4 Recruitment: When advertising for employees, CONTRACTOR will include in all advertisements

for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

11.4.1 CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to CONTRACTOR for employment consideration.

11.4.2 In the event CONTRACTOR has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)

11.4.3 CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

11.5 Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

11.5.1 CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

11.5.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

11.5.3 CONTRACTOR will periodically review-selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

11.5.4 CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.

11.6 Training and Promotion: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

11.6.1 Consistent with CONTRACTOR' work force requirements and as permissible under Federal and State regulations, the CONTRACTOR shall make full use of training programs, i.e.,

apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

11.6.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.

11.6.3 CONTRACTOR will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

11.7 Unions: If CONTRACTOR relies in whole or in part upon unions as a source of employees, CONTRACTOR will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by CONTRACTOR either directly or through a CONTRACTOR's association acting, as agent will include the procedures set forth below:

11.7.1 CONTRACTOR will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

11.7.2 CONTRACTOR will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

11.7.3 CONTRACTOR is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to CONTRACTOR, CONTRACTOR shall so certify to the AUTHORITY and shall set forth what efforts have been made to obtain such information.

11.7.4 In the event the union is unable to provide CONTRACTOR with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, CONTRACTOR will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which CONTRACTOR has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents CONTRACTOR from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such CONTRACTOR shall immediately notify the AUTHORITY.

11.8 CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall notify all potential subcontractors and suppliers of his/her EEO obligations under this Contract. Disadvantaged business enterprises (DBE), as defined in 49 CFR Part 23 shall have equal opportunity to compete for and perform subcontracts, which the CONTRACTOR enters into pursuant to this contract. CONTRACTOR will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with

meaningful minority group and female representation among their employees. CONTRACTOR shall obtain lists of DBE construction firms from AUTHORITY DBE Liaison. CONTRACTOR will use his best efforts to ensure subcontractor compliance with their EEO obligations.

11.9 Records and Reports: CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the AUTHORITY. The records kept by the CONTRACTOR shall document the following: The number of minority and non-minority group members and women employed in each work classification on the project; the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and the progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

11.9.1 CONTRACTOR will submit an annual report to the AUTHORITY each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, CONTRACTOR will be required to collect and report training data.

ARTICLE 12. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to AUTHORITY, in writing, of any conflict of interest issues as soon as they are known to CONTRACTOR and to comply with AUTHORITY Policy 10102 regarding disclosure. CONTRACTOR acknowledges that no member or delegate to, the Congress of the U.S. shall have any interest, direct or indirect, in this Contract or the benefits thereof.

ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY

13.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by AUTHORITY, shall deliver to AUTHORITY the original of all such products which shall become the property of AUTHORITY.

13.2 All materials, documents, data or information obtained from AUTHORITY's data files or any AUTHORITY medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of AUTHORITY. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of AUTHORITY.

13.3 Except as reasonably necessary for the performance of Services, CONTRACTOR and its employees and agents shall hold in confidence the materials and information referred to in this Article, which are produced by CONTRACTOR for AUTHORITY in the performance and completion of CONTRACTOR's Services under this Contract, until released in writing by

AUTHORITY, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.

13.4 CONTRACTOR shall not use AUTHORITY's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of AUTHORITY.

13.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

13.6 CONTRACTOR agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of AUTHORITY, any information obtained by CONTRACTOR from or through AUTHORITY in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from AUTHORITY pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from AUTHORITY and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same.

ARTICLE 14. TERMINATION

14.1 Termination for Convenience - AUTHORITY shall have the right at any time, with or without cause, to terminate further performance of Services by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Services and shall preserve work in progress and completed work ("Work"), pending AUTHORITY's instruction, and shall turn over such Work in accordance with AUTHORITY's instructions. CONTRACTOR shall deliver to AUTHORITY, in accordance with AUTHORITY instructions, all deliverables prepared by CONTRACTOR or its subcontracts or furnished to CONTRACTOR by AUTHORITY. Upon such delivery, CONTRACTOR may then invoice AUTHORITY for payment in accordance with the terms hereof. If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from AUTHORITY as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination. CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR's field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with AUTHORITY's instructions plus the actual cost necessarily incurred in effecting the termination.

14.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, AUTHORITY may, without prejudice to any other rights or remedies AUTHORITY may have, (a) hold in abeyance further payments to CONTRACTOR; (b) stop any services of CONTRACTOR or its subcontractors related to such

failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by AUTHORITY, AUTHORITY may take possession of the deliverables and finish Services by whatever method AUTHORITY may deem expedient. A waiver by AUTHORITY of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

14.2.1 In the event of termination, CONTRACTOR shall deliver to AUTHORITY all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by AUTHORITY.

14.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to AUTHORITY, satisfactory in form and content to AUTHORITY and verified by AUTHORITY. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

ARTICLE 15. INSURANCE

Without in anyway affecting the indemnity herein provided and in addition thereto the CONTRACTOR shall, at the CONTRACTOR's expense, and prior to commencement of any work, procure and maintain in full force insurance from the beginning of the work through final acceptance by AUTHORITY. In addition, CONTRACTOR shall maintain completed operations coverage with a carrier acceptable to AUTHORITY through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure. The policies shall be written by a carrier authorized to do business in the State of California with a Best's rating of A-VII or better, and shall be written with at least the following limits of liability:

15.1 Workers' Compensation and Employer's Liability Insurance – Workers' Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Employer's Liability Insurance shall be provided in amounts not less than:

(a) $1,000,000 for each accident for bodily injury by accident.
(b) $1,000,000 policy limit for bodily injury by disease.
(c) $1,000,000 for each employee for bodily injury by disease.

15.2 Liability Insurance – CONTRACTOR shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

(a) Premises and Operations coverage with no exclusion or limitation for the perils of Explosion, Collapse or Underground Operations;.

(b) No limitation or exclusion for CONTRACTOR's liability arising out of work performed by its subcontractors;
(c) No limitation or exclusion to the definition of Products and Completed Operation coverage as contained in the ISO Form CG 00 01 12 04 or its equivalent;.

(d) No limitation or exclusion to the definition of "Insured Contract" as contained in the ISO Commercial General Liability Form CG 00 01 12 04 or its equivalent..

15.2.1 Liability Limits/Additional Insureds - Insurance shall be written on ISO occurrence Form CG 00 01 12 04 (or its equivalent) and the policy must contain the following endorsement, which must be stated on the certificate of insurance:

(a) Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

The limits of liability shall be at least:

(a) $5,000,000 for each occurrence (combined single limit for bodily injury and property damage).

(b) $2,000,000 aggregate for products-completed operations.

(c) $10,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement.

(d) $5,000,000 umbrella or excess liability. Combined total Commercial General Liability and Excess Liability limits of $25,000,000 only, will be required for projects worth a contract value in excess of $25,000,000.

(e) Umbrella or excess policy shall follow form over the CONTRACTOR's Commercial General Liability coverage and shall provide a separate aggregate limit for products and completed operations coverage. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

15.3 AUTHORITY, the State of California, the City of Loma Linda, the City of San Bernardino their authorized officers, employees, agents and volunteers, shall be named as additional insureds with respect to liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract. Coverage for such additional insureds shall not extend to liability:

(a) Arising from any defective or substandard condition of the Roadway which existed at or prior to the time the CONTRACTOR commenced work, unless such condition has been changed by the work or scope of the work requires the CONTRACTOR to maintain existing Roadway facilities and the claim arises from the CONTRACTOR's failure to maintain; or

(b) For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the CONTRACTOR which occurred during the course of the work; or

(c) To the extent prohibited by Section 11580.04 of the Insurance Code.

15.3.1 The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self-insurance maintained by AUTHORITY will be excess only and shall not be called upon to contribute with this insurance. Such

additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010 07 04 and CG 20 37 07 04, as published by the Insurance Services Office (ISO).

15.4 Automotive Liability Insurance – CONTRACTOR shall carry automobile liability insurance, including coverage for all owned hired and non-owned automobiles. The primary limits of liability shall not be less than $5,000,000 combined single limit each accident for bodily injury and property damage. Umbrella or excess liability coverage used to meet the limits required under "Liability Limits/Additional Insureds," shall also apply to automobile liability.

15.5 ***Intentionally Left Blank***

15.6 Builder's Risk Insurance – CONTRACTOR shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "Special Form Cause of Loss" or equivalent policy form in an amount equal to the not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a full replacement cost basis. The Builder's Risk policy shall include a soft cost endorsement that covers AUTHORITY's soft costs equal to twenty percent (20%) of the contracts full value. Soft costs are defined as certain expenses, in addition to labor and materials, required to complete the project that has been delayed due to unexpected physical damage and include, but are not limited to the following; legal/accounting fees, design or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance shall include interests of AUTHORITY, CONTRACTOR and its sub-contractors in the Project as insureds as their interest may appear. The insurance shall cover without limitation, loss or damage to the work arising from the perils covered under "Special Form Cause of Loss" form coverage including, without duplication of coverage for theft, fire, lightning, explosion, or hail, smoke aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for CONTRACTOR's services and expenses required as a result of such loss. During the Project construction period, the AUTHORITY, CONTRACTOR and its sub-contractors shall mutually waive all rights of recovery for damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. All applicable policies of insurance covering the work or the property of the CONTRACTOR or sub-contractor shall be endorsed to provide a waiver of subrogation in favor of the AUTHORITY, CONTRACTOR and sub-contractors-as their interest may appear.

15.7 Waiver of Subrogation Rights - CONTRACTOR shall require the carriers of the above required coverage's to waive all rights of subrogation against AUTHORITY, and its authorized officers, employees, agents and volunteers, CONTRACTOR and subcontractors by endorsement to the policy.

15.8 Policy Forms, Endorsements and Certificates – CONTRACTOR's General Liability Insurance shall be provided under General Liability policy Form No. CG 00 01 12 04 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy Form No. CG 00 01 12 04.

15.9 Proof of Insurance – Evidence of insurance in a form acceptable to AUTHORITY, including the required "additional insured" endorsements, shall be provided within 10 business days after Notice of Award is given to CONTRACTOR. Prior to commencing any work, CONTRACTOR shall furnish AUTHORITY with a certificate(s) of insurance, executed by a duly authorized

representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide AUTHORITY 30 days written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide AUTHORITY 10 days written notice. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy, and shall also include the Contract Number and Project Manager's name on the face of the certificate. AUTHORITY may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of AUTHORITY. Standard ISO Form No. CG 00 01 12 04 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusion is at the discretion of AUTHORITY. regardless of the allowance of exclusions or deductions by AUTHORITY, CONTRACTOR shall be responsible for any deductible amount and shall warrant that the coverage provided to AUTHORITY is consistent with the requirements of this section. CONTRACTOR shall require provide certified copies of all insurance policies required within ten (10) days of AUTHORITY's written request of said copies.

15.10 Enforcement – AUTHORITY may take any steps as are necessary to assure CONTRACTOR' compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of Contract. In the event the CONTRACTOR fails to maintain any insurance coverage required, AUTHORITY may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or terminate this Contract. The required insurance shall be subject to the approval of AUTHORITY, but any acceptance of insurance certificates by AUTHORITY shall in no way limit or relieve the CONTRACTOR of the CONTRACTOR's duties and responsibilities under the Contract to indemnify, defend and hold harmless AUTHORITY, and its authorized officers, employees, agents and volunteers. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude AUTHORITY from taking other actions as is available to it under any other provision of the contract or law. Failure of AUTHORITY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

15.11 Miscellaneous – Nothing contained in this Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of the Contract, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

ARTICLE 16. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by AUTHORITY) and hold harmless AUTHORITY, the State of California, the California Department of Transportation (Caltrans), City of Loma Linda, City of San Bernardino and its authorized officers, employees, agents and volunteers (indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the indemnitees on account of any claim except where such indemnification its prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification obligation applies to the indemnitees' "passive" negligence but does not apply to the indemnitees' "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 17. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract shall become the property of AUTHORITY when prepared, whether delivered to AUTHORITY or not.

ARTICLE 18. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall be at all times an independent CONTRACTOR. Accordingly, all work provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction and control of CONTRACTOR. AUTHORITY shall rely on CONTRACTOR for results only, and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR's employees in the performance or as to the manner, means and methods by which work is to be performed. All workers furnished by CONTRACTOR pursuant to this Contract, and all representatives of CONTRACTOR shall be and remain the employees or agents of CONTRACTOR or of CONTRACTOR's subcontractors at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AUTHORITY.

ARTICLE 19. ATTORNEY'S FEES

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

ARTICLE 20. BONDS

As a condition of issuance of the Notice To Proceed, CONTRACTOR agrees to furnish to AUTHORITY a satisfactory Payment Bond in an amount equal to one hundred percent (100%) of the original contract amount and a Performance Bond in an amount equal to one hundred percent (100%) of the original contract amount. These bonds shall be secured from a surety company (ies) admitted in the state of California and satisfactory to AUTHORITY. Bonds shall remain in force and effect for a period of one year following the date of filing of Notice of Completion. If the contract price is increased, AUTHORITY may in its sole discretion, require an increase in the amount of the bonds or new bonds covering the increased amount. These bonds are to be in effect from Notice To Proceed through the term of this Contract.

ARTICLE 21. PRECEDENCE

The Contract documents consist of these general terms and conditions and the specifications, drawings and special provisions referenced herein and incorporated by this reference. The following order of precedence shall apply: a) this Contract and all attachments; b) IFB provisions; c) CONTRACTOR's Bid; all other documents, if any, cited herein or incorporated by reference.

ARTICLE 22. COMMUNICATIONS/NOTICES

All notices and communications permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the

respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other Party in writing. All communications pursuant to or in connection with this Contract shall be marked with AUTHORITY' contract number.

To CONTRACTOR	To AUTHORITY
Ortiz Enterprises Incorporated	**San Bernardino Associated Governments**
6 Cushing, Suite 200	**1170 W. 3rd Street, 2nd Floor**
Irvine, CA 92618	**San Bernardino, CA 92410-1715**
Attn: Patrick Ortiz	**Attn: Garry Cohoe**
	Cc: Contracts Administrator
Phone: 949 753-1414	**Phone: (909) 884-8276**

ARTICLE 23. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, District Civil Division. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, District Civil Division.

ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 25. FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable Federal Highways Administration (FHWA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract, as they may be amended time to time through the term of this Contract. CONTRACTOR's failure to comply shall constitute a material breach of Contract.

ARTICLE 26. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to AUTHORITY for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay AUTHORITY the sum of $8,300.00 per each calendar day of delay as identified in the weekly statement of working days issued by the AUTHORITY. AUTHORITY shall not withhold liquidated damages if the delay is determined by AUTHORITY to be excusable in accordance with the Force Majeure article of this Contract. AUTHORITY may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

ARTICLE 27. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from AUTHORITY.

ARTICLE 28. SUBCONTRACTS

28.1 CONTRACTOR shall perform with its own organization contract work amounting to not less **than 30 percent** (or a greater percentage if specified elsewhere in the Contract) of the total original contract price, excluding any specialty items designated by AUTHORITY. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by CONTRACTOR' own organization (23 CFR 635).

28.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.

28.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

28.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as AUTHORITY determines is necessary to assure the performance of the Contract.

28.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of AUTHORITY, or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after AUTHORITY has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, Section 4100 et. seq. AUTHORITY's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. AUTHORITY reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

ARTICLE 29. COORDINATION WITH OTHER CONTRACTS

AUTHORITY may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and AUTHORITY's employees or agents and carefully fit its own work to such additional work as may be directed by AUTHORITY. CONTRACTOR shall not

commit or permit any act, which will interfere with the performance of work by any other CONTRACTOR or by AUTHORITY.

ARTICLE 30. PREVAILING WAGE REQUIREMENTS

30.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

30.2 Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this Article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in herein. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under of this section) and the Davis-Bacon poster (WH1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

30.3 AUTHORITY shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under this Contract shall be classified in conformance with the wage determination. AUTHORITY shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

30.4 If CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and AUTHORITY agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by AUTHORITY to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the AUTHORITY or will notify AUTHORITY within the 30-day period that additional time is necessary.

30.5 In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or

their representatives, and AUTHORITY do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), AUTHORITY shall refer the questions, including the views of all interested parties and the recommendation of AUTHORITY, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise AUTHORITY or will notify the AUTHORITY within the 30-day period that additional time is necessary.

30.6 The wage rate (including fringe benefits where appropriate) determined pursuant to this section, should be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

30.7 Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

30.8 If CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

30.9 Withholding - AUTHORITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this Contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by this Contract, AUTHORITY may, after written notice to CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

30.10 Payrolls and basic records - Payrolls and basic records relating thereto shall be maintained by CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described herein, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, CONTRACTOR shall

maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

30.11 Apprenticeship - If CONTRACTOR employs apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

30.12 Payroll - CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to applicant, sponsor, or owner, as the case may be, for transmission to AUTHORITY. The payrolls submitted shall set out accurately and completely all of the information required to be maintained Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029005000141), U.S. Government Printing Office, Washington, DC 20402. CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors.

30.12.1 State of California Department of Industrial Relations Requirements regarding Certified Payroll

This project is financed in part with state bond funds, and therefore, all of the statutes, rules and regulations by the State of California Department of Industrial Relations (DIR) Division of Labor Standards Enforcement (DLSE) requirements applicable to the work being performed will apply to this project. As of January 1, 2012 the laws and regulations that govern the monitoring and enforcement of prevailing wage requirements on public works projects changed. As of January 1, 2012, projects that receive state bond funding are subject to State of California Division of Labor Standards Enforcement (DLSE) Compliance Monitoring Unit requirements.

The Compliance Monitoring Unit or "CMU" is a new component within the DLSE that was created to monitor and enforce prevailing wage requirements on public works projects that receive state bond funding and on other projects that are legally required to use the CMU. By actively monitoring compliance on an ongoing basis while work is being performed, the CMU will play a special role in ensuring that public works construction workers are promptly paid the proper prevailing wage rates and in helping maintain a level playing field for contractors who comply with the law. The DLSE has prepared a Webinar presentation and provided links to frequently asked questions available on their CMU website www.dir.ca.gov/cmu.

Contractors Responsibility

a. Comply with all prevailing wage and other public works requirements, including but not limited to all relevant notice and posting requirements, keeping certified payroll records in accordance with Labor Code section 1776, and ensuring that subcontractors working under you comply with these requirements.

b. In lieu of submitting paper copies of certified payroll to SANBAG's Construction Manager, submit certified payroll records (CPRs) directly to the CMU and SANBAG using the CMU's eCPR system – My LCM. CPRs must be submitted at least monthly, or more frequently if required by the public works contract.

c. Require subcontractors working under you to submit certified payroll records (CPRs) to the CMU, the awarding body, and the prime contractor using the CMU's eCPR system – My LCM.

d. Directions on how to file electronic payroll reports can be found on the CMU website. My LCM eliminates the need for contractors to submit paper prevailing wage documents and forms while providing an online database of all certified payroll reports. All contract-specific wage rates and classifications are available within My LCM.

30.12.2 Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

30.12.3 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH347 shall satisfy the requirement for submission of the Statement of Compliance required by this section. The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

30.12.4 CONTRACTOR or subcontractor shall make the records required under of this section available for inspection, copying, or transcription by authorized representatives of the AUTHORITY or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

30.13 Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to

the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in CONTRACTOR's or subcontractors registered program shall be observed.

30.13.1 Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

30.14 Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

30.15 Compliance with Copeland Act requirements - CONTRACTOR shall comply with the

requirements of 29 CFR Part 3, which are incorporated by reference in this Contract. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as AUTHORITY may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

30.16 Contract termination – debarment- A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

30.17 Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

30.18 Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and AUTHORITY, the U.S. Department of Labor, or the employees or their representatives.

30.19 Certification of eligibility- (i) By entering into this Contract, CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

30.20 Contract Work Hours and Safety Standards Act- AUTHORITY shall cause or require the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

30.21 Overtime requirements- No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

30.22 Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in

the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.

30.22.1 Withholding for unpaid wages and liquidated damages - AUTHORITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

30.23 Subcontracts - CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

30.23.1 In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 5.1, AUTHORITY shall insert a clause requiring that the CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, AUTHORITY shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of AUTHORITY and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

ARTICLE 31. SAFETY

31.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as AUTHORITY may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

31.2 Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

ARTICLE 32. UNDERUTILIZED DISADVANTAGE BUSINESS ENTERPRISES

32.1 AUTHORITY, as a recipient of federal financial assistance, is required to implement a Underutilized Disadvantaged Business Program in accordance with Federal regulation 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT). The AUTHORITY has set a contract specific goal of **6.8%** for this project. CONTRACTOR shall furnish all documentation satisfactory to AUTHORITY that the work committed to UDBE's was actually performed by UDBE's. Requests for progress payments shall include a summary of payments (Form 315) actually made to UDBE's during the invoice period, which includes a total of all payments made to all subcontractors under this Contract. UDBE participation shall be credited toward the overall UDBE goal only when payments are actually made to the UDBE firms. CONTRACTOR shall submit on the 15th of every month to AUTHORITY' Contract Compliance Officer, Form 315. Upon completion of the Contract, CONTRACTOR shall submit "Final Report-Utilization of Disadvantaged Business Enterprises-First Tier Subcontractors", Form 17-F and submit with the final invoice.

32.2 CONTRACTOR shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by CONTRACTOR to carry out these requirements is material breach of this Contract, which may result in the termination of this Contract or such other remedy, as AUTHORITY may deem appropriate.

ARTICLE 33. NONSEGREGATED FACILITIES

33.1 CONTRACTOR, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. CONTRACTOR agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

33.2 As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

33.3 CONTRACTOR agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

ARTICLE 34. RECORD OF MATERIALS, SUPPLIES AND LABOR

CONTRACTOR agrees to become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by CONTRACTOR of Highway Construction Involving Federal Funds," prior to the commencement of work under this Contract. CONTRACTOR shall also maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47. CONTRACTOR shall furnish, upon the completion of the Contract, to AUTHORITY on Form FHWA-47 together with the data required in this Article relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned. At the CONTRACTOR's option, either a single report covering all contract work or separate reports for the CONTRACTOR and for each subcontract shall be submitted.

ARTICLE 35. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

CONTRACTOR agrees that in order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, CONTRACTOR's suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS
18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than $10,000 or imprisoned not more than 5 years or both."

ARTICLE 36. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of AUTHORITY, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 37. CONFIDENTIALITY

Any AUTHORITY materials to which the CONTRACTOR or its agents has access to or materials prepared by the CONTRACTOR during the term of this Contract shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except as authorized by AUTHORITY. CONTRACTOR shall not release any reports, information of promotional materials or allow for the use of any photos of the project for any purposes without written approval from AUTHORITY.

ARTICLE 38. CONVICT LABOR

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person, undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

ARTICLE 39. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by AUTHORITY, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the difficulty of cost of successfully or interpretations made by CONTRACTOR on the basis of the information made available by AUTHORITY.

ARTICLE 40. RECYCLED PRODUCTS

CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act as amended, (42 USC 6962), including but not limited to the
40 CFR Part 247 and Executive Order 12873, as applicable. CONTRACTOR agrees to include this Article in all of its subcontracts.

ARTICLE 41. CLEAN WATER REQUIREMENTS

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq. CONTRACTOR shall report each violation to AUTHORITY and understands and agrees that AUTHORITY who will in turn, report each violation as required to assure notification to FHWA and appropriate Environmental Protection Agency (EPA) Regional Office. CONTRACTOR shall include this requirement in each subcontract exceeding $100,000.

ARTICLE 42. DEBARMENT AND SUSPENSION CERTIFICATION

The CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to SANBAG as soon as it as known. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, the agency and dates of action.

ARTICLE 43. PROHIBITION OF EXPENDING SANBAG, STATE OR FEDERAL FUNDS FOR LOBBYING

43.1 CONTRACTOR certifies to the best of his or her knowledge and belief that :

43.1.1 – No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on-behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislator or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state of federal loan; the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

43.1.2 – This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

43.1.3 – CONTRACTOR also agrees by signing this Contract that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

ARTICLE 44. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 45. EFFECTIVE DATE

The date that this Contract is executed by AUTHORITY shall be the Effective Date of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year first written below, but effective as of the day and year first set forth above.

ORTIZ ENTERPRISES INCORPORATED

By: _____
Patrick Ortiz
President

Date: _____

Licensed in accordance with an act providing for registration of contractors.

_____
License Number

_____
Federal Employer
Identification Number

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Janice Rutherford
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Contract Administrator

AGENCY REPORTS

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

June 6, 2012

Members of the Governing Board:

Chairman
Dr. William A. Burke
Speaker of the Assembly
Appointee

Vice Chairman
Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

Michael D. Antonovich
Supervisor
County of Los Angeles

John J. Benoit
Supervisor, Fourth District
County of Riverside

Michael A. Cacciotti
Mayor, South Pasadena
Cities of Los Angeles County/
Eastern Region

Josie Gonzales
Supervisor, Fifth District
County of San Bernardino

Ronald O. Loveridge
Mayor, Riverside
Cities of Riverside County

Joseph K. Lyou, Ph.D.
Governor's Appointee

Judith Mitchell
Councilmember, Rolling Hills Estates
Cities of Los Angeles County/
Western Region

Shawn Nelson
Supervisor, Fourth District
County of Orange

Clark Parker
Senate Rules Appointee

Jan Perry
Councilmember, 9th District
City of Los Angeles Representative

Miguel A. Pulido
Mayor, Santa Ana
Cities of Orange County

To: Mayors and Councilmembers

From: Dennis R. Yates, Mayor/City of Chino
Vice Chairman, South Coast AQMD Governing Board
Representative, Cities of San Bernardino County

Attached are the agenda items and outcome of the June 1, 2012 AQMD Governing Board meeting.

PUBLIC HEARING ITEM AT THE JUNE 1, 2012 BOARD MEETING

Adopt Rule 1177 – Liquefied Petroleum Gas Transfer and Dispensing
The proposed rule will reduce fugitive VOC emissions released during the transfer and dispensing of Liquefied Petroleum Gas (LPG) at residential, commercial, industrial, chemical, agricultural and retail sales facilities. The rule applies to the transfer of LPG to and from stationary storage tanks, cylinders and cargo tanks, including bobtails, truck transports and rail tank cars, and into portable refillable cylinders. The proposed rule will require use of low-emission fixed liquid level gauges or equivalent alternatives during filling of LPG-containing tanks and cylinders, use of low-emission connectors, routine leak checks and repairs of LPG transfer and dispensing equipment, and recordkeeping and reporting to demonstrate compliance. The proposed rule does not apply to facilities subject to Rule 1173 - Control of Volatile Organic Compound Leaks and Releases from Components at Petroleum Facilities and Chemical Plants. This action is to adopt the resolution: 1) Certifying the CEQA Final Environmental Assessment for Proposed Rule 1177 – Liquefied Petroleum Gas Transfer and Dispensing; and 2) Adopting Rule 1177.

Votes: 10 Yes; 0 No; 0 Abstain; 3 Absent.

Air Quality and Other Environmental Issues Related to Natural Gas "Fracking"
At the Governing Board retreat in April 2012, staff presented information regarding health and environmental damage resulting from natural gas production by a high-pressure injection process called "fracking." This item is to follow up on the Board's discussion of environmental issues, especially air quality issues, associated with fracking.

Receive and file item.

PUBLIC HEARING ITEM SCHEDULED FOR THE JULY 13, 2012 BOARD MEETING

Amend Rule 1110.2 – Emissions from Gaseous- and Liquid-Fueled Engines

Consistent with staff's Technology Assessment findings, the proposed amendments would re-establish the previously adopted 2012 emission limits for biogas-powered internal combustion engines. The proposed amendment would provide additional time for compliance, a compliance option for a longer averaging time for engines with superior performance in achieving lower mass emissions, and include other clarifications.

Clean Transportation
Funding from the MSRC
Mobile Source Air Pollution Reduction Review Committee

REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Gwenn Norton-Perry, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's meeting on May 17, 2012. The MSRC's next meeting is currently scheduled for Thursday, June 21, 2012, at 2:00 p.m., in Conference Room CC8.

Minutes
Minutes from the March 15 and April 19, 2012 meetings were approved (with one abstention on the April minutes).

Re-Election of MSRC Chair & Vice-Chair
Annually the MSRC elects its Chair and Vice-Chair. The MSRC re-elected its Chair and Vice-Chair for another one-year term. Mr. Greg Winterbottom, representing OCTA, was re-elected as Chair. Cathedral City Council Member Greg Pettis, representing the Riverside County Transportation Commission, was re-elected as Vice-Chair.

Approved Awards for FY 2010-11 Showcase II Off-Road Retrofit Program
The MSRC approved a $2.25 million "Showcase II" diesel exhaust after treatment demonstration program as an element of its FY 2010-11 Work Program. To date, funding totaling $2,009,925 to retrofit 65 vehicles has been awarded, but additional applications have been under evaluation. At its May 17, 2012 meeting, the MSRC considered recommendations as well as the backup list of eligible projects. In an action addressing all remaining applications under this Program, the MSRC approved 9 additional contract awards totaling $1,728,533, using the remaining $240,075 originally allocated plus an additional $1,488,458 previously unallocated. This item will be considered by the AQMD Board at its June 1, 2012 meeting.

Reverted Funds from FY 2010-11 School Bus Life Extension Program
The MSRC reverted $1,500,000 to the AB 2766 Discretionary Fund which had previously been allocated for a School Bus Life Extension Program as part of the FY 2010-11 Work Program. These monies are now available to fund other projects. The MSRC has already allocated $1,000,000 for a School Bus Life Extension Program as part of the FY 2011-12 Work Program.

Additional Funds for Alternative Fuel School Buses
The MSRC allocated $1.5 million under the FY 2011-12 Work Program to continue its Alternative Fuel School Bus Incentives Program, providing incentives ranging from $15,000 to $45,000 per bus, depending on model. School bus models qualified under the FY 2010-11 Program remain qualified under the FY 2011-12 Program, and their vendors' contracts remain open until December 31, 2012. At its May 17, 2012 meeting, the MSRC approved a request from BusWest for a $45,000 funding augmentation to fulfill an order from Student Transportation of America, a private pupil transportation provider, for a full-sized CNG bus. This item will be considered by the AQMD Board at its June 1, 2012 meeting.

Approved Awards for FY 2011-12 Alternative Fuel Infrastructure Program
As part of the FY 2011-12 Work Program, the MSRC released a $4,000,000 Alternative Fuel Infrastructure Program Announcement #PA2012-10. Eligible projects include new and expanded CNG and LNG refueling stations and modification of maintenance facilities to accommodate gaseous-fueled vehicles. Stations are eligible for up to 50 percent of station capital equipment, site construction, signage, and reasonable project management costs. The maximum MSRC funding which may be requested per project varies from $100,000 to $350,000 depending upon whether the applicant is a public or private entity, accessibility level of the proposed project, number of fuels offered, and whether the fuel is generated from a renewable source. Proposals meeting requirements would be considered for funding on a first-come, first-served basis. The PA sets a final submission deadline of September 28, 2012.

To date, 10 applications have been received requesting a total of $1,369,000. The applications were evaluated for compliance with the requirements set forth in the PA, and one application was rejected for failure to include a memorandum of understanding with the owner of the proposed site. At its May 17, 2012 meeting, the MSRC considered the remaining 9 requests and approved funding totaling $1,219,000 for these 9 applications. The AQMD Board will consider these awards at its June 1, 2012 meeting. It is anticipated that additional applications will be received before the PA's closing date, and any additional funding awards will be brought forward for consideration at that time.

Approved Awards for FY 2011-12 Local Government Match Program
As part of the FY 2011-12 Work Program, the MSRC released a $6,500,000 Local Government Match Program Announcement #PA2012-14. offers to co-fund qualifying alternative fuel vehicle purchases at a funding level of up to $10,000 each for medium-duty and up to $30,000 each for heavy-duty vehicles. Other categories in the FY 2011-12 Match Program include: alternative fuel infrastructure, up to a maximum of $400,000 per project; and electric vehicle charging infrastructure, up to a maximum of $500,000. Finally, $250,000 is reserved for qualifying AB 2766 Subvention Fund recipients in the Coachella Valley to support regional street sweeping programs. In all categories funding is provided on a dollar-for-dollar match basis, and funding for all eligible entities shall be distributed on a first-come, first-served basis.

To date, 11 applications have been received. These applications were evaluated and found to be compliant with the requirements set forth in the PA. At its May 17, 2012 meeting, the MSRC considered the requests and approved funding totaling $2,873,000 for these 11 applications. The AQMD Board will consider these awards at its June 1, 2012 meeting. It is anticipated that additional applications will be received before the PA's closing date, and any additional funding awards will be brought forward for consideration at that time.

Issuance of Additional Solicitations as Part of FY 2011-12 Work Program
In December 2011 as an element of the FY 2011-12 Work Program, the MSRC allocated $1.5 million for a Showcase III Program to demonstrate the viability and effectiveness of diesel emission control technologies on off-road heavy-duty diesel vehicles. At its May 17, 2012 meeting, the MSRC unanimously approved an RFQ #Q2012-13 soliciting applications from manufacturers interested in having their emission reduction technologies demonstrated on off-road vehicles. Candidate devices will be evaluated and pre-qualified before they can be matched with vehicles under the Program Announcement. The Program Announcement #PA2012-17, with a targeted funding level of $1,500,000, seeks applications for vehicles to be equipped with, and demonstrate, devices pre-qualified under the RFQ. A vehicle may be submitted as a part of a complete "package" to be retrofitted with a specified device, or the applicant can request that their vehicle be matched with an appropriate device by the MSRC. Demonstrations which fit specified profiles, including compliance with Cal/OSHA visibility requirements, engines with exhaust gas recirculation, and hybridization, will be given priority for funding. Both the RFQ and the PA have application submission periods closing September 5, 2012. The AQMD Board will consider these solicitations at their June 1, 2012 meeting.

Received and Approved Final Reports
The MSRC received and approved two final report summaries this month, as follows:

1. For Omnitrans Contract #MS08017, which provided $900,000 towards the purchase of 30 CNG transit buses; and
2. For American Reclamation, Inc. Contract #MS10020, which provided $18,977 towards the purchase of a natural gas refuse truck.

All final reports are filed in the AQMD's library and a two-page summary of each closed project can be viewed in the electronic library on the MSRC's website at www.CleanTransportationFunding.org.

Contract Modification Request
The MSRC considered a contract modification request for the County of Los Angeles, Department of Public Works Contract #ML05014, which provides $204,221 for the Florence/Mills Avenue Signal Synchronization Project, and unanimously approved a no-cost eighteen-month contract term extension.

FY 2012-13 Work Program Development Workshops
Similar to last year, the MSRC directed staff to work with the MSRC's Programmatic Outreach Coordinator to coordinate and implement a series of mini-workshops in each of the four counties, soliciting input on the development of the FY 2012-13 Work Program. This year the workshops will precede the MSRC's annual offsite retreat, which is tentatively scheduled for September 2012.

Contracts Administrator's Report
The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2003-04 through the present.

ADDITIONAL INFORMATION

SANBAG Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	J. Harrison	J. Harrison		
District 7 (San Bernardino, Highland)	L. McCallon	L. McCallon		
District 8 (Rialto, Fontana)	D. Robertson	D. Robertson		
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton			P. Eaton
District 10 (Chino, Chino Hills, Ontario)	E. Graham		E. Graham	
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	B. Jahn	B. Jahn		
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	G. Coleman	G. Coleman		
San Bernardino County	G. Ovitt			G. Ovitt
SANBAG Acting as County Transportation Commission	A. Wapner			A. Wapner
SANBAG Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Julie McIntyre Vacant (Mike Leonard) Ray Musser	Vacant (J. Williams) Vacant (E. Scott)	R. McEachron Vacant (A. Wapner)

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years.

Stipend Summary

SCAG Regional Council members receive a $120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement ($150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a $120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 818 West 7th Street, 12th Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
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.	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.	Mike Leonard, Hesperia, Vice President (Chair) Janice Rutherford, Supervisor, President (Vice Chair) Larry McCallon, Highland, Past President Pat Morris, San Bernardino* (Chair - CRTC) Julie McIntyre, Barstow (Chair - MDC) Richard Riddell, Yucaipa (Chair – MPC) L. Dennis Michael, Rancho Cucamonga (Chair - PPC) Neil Derry, Supervisor Josie Gonzales, Supervisor Ed Graham, Chino Hills Brad Mitzelfelt, Supervisor Gary Ovitt, Supervisor Rhodes "Dusty" Rigsby, Loma Linda Rick Roelle, Apple Valley Ed Scott, Rialto Dennis Yates, Chino	6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012
Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member	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**	Indeterminate (6/30/2013) Indeterminate (6/30/2013) 12/31/2012 12/31/2012 12/31/2012 12/31/2012 Indeterminate 12/31/2012 12/31/2012 12/31/2012 Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Julie McIntyre, Barstow (Chair) Edward Paget, Needles (Vice Chair) Neil Derry, Supervisor Jim Harris, Twentynine Palms George Huntington, Yucca Valley Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Ryan McEachron, Victorville Brad Mitzelfelt, Supervisor Rick Roelle, Apple Valley Janice Rutherford, Supervisor Cari Thomas, Adelanto	Indeterminate (6/30/2013) Indeterminate (6/30/2013) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Major Projects Committee Membership consists of 19 SANBAG Board Members from jurisdictions in the Valley and County Supervisors representing areas in the Valley.	Provides policy guidance and recommendations to the Board of Directors on issues related to the Measure I Major Projects in the Valley.	Richard Riddell, Yucaipa (Chair) Michael Tahan, Fontana (Vice Chair) Pete Aguilar, Redlands Neil Derry, Supervisor Paul Eaton, Montclair Josie Gonzales, Supervisor Ed Graham, Chino Hills Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Patrick Morris, San Bernardino Ray Musser, Upland Gary Ovitt, Supervisor Rhodes "Dusty" Rigsby, Loma Linda Janice Rutherford, Supervisor Ed Scott, Rialto Walt Stanckiewitz, Grand Terrace Alan Wapner, Ontario Dennis Yates, Chino Sarah Zamora, Colton	Indeterminate (6/30/2013) Indeterminate (6/30/2013) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
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.	Provides ongoing policy level oversight for: (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. Committee has authority to approve contracts in excess of $25,000 with notification to Board of Directors	L. Dennis Michael, Rancho Cucamonga (Chair) Larry McCallon, Highland (Vice Chair) Neil Derry, Supervisor Paul Eaton, Montclair Josie Gonzales, Supervisor George Huntington, Yucca Valley Bill Jahn, Big Bear Lake Brad Mitzelfelt, Supervisor Patrick Morris, San Bernardino Gary Ovitt, Supervisor Richard Riddell, Yucaipa Rick Roelle, Apple Valley Janice Rutherford, Supervisor Alan Wapner, Ontario	12/31/2013 (6/30/2013) 12/31/2012 (6/30/2013) Indeterminate 12/31/2012 Indeterminate 12/31/2012 12/31/2013 Indeterminate 12/31/2013 Indeterminate 12/31/2012 12/31/2012 Indeterminate 12/31/2013

Policy Committee Meeting Times

Administrative Committee	Second Wednesday, 9:00 a.m., SANBAG Offices
Commuter Rail & Transit Committee	Third Thursday, 12:00 noon, SANBAG Offices
Major Projects Committee	Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices
Mountain/Desert Committee	Third Friday, 9:00 a.m., Apple Valley
Plans & Programs Committee	Third Wednesday, 12:00 noon, SANBAG Offices

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Audit Subcommittee of the Administrative Committee 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.	The responsibilities of the Audit Subcommittee shall be to: • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.	Audit Subcommittee (for FY 2011-2012 Audit) - SANBAG President – Janice Rutherford, Supervisor - Vice President – Mike Leonard, Hesperia - Immediate Past President – Larry McCallon, Highland - Presidential Appointment – Walt Stanckiewitz, Grand Terrace
Ad Hoc Committee on Litigation with San Bernardino County Flood Control District In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development. In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.	Reviews and provides guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.	Pat Morris, San Bernardino, Chair Richard Riddell, Yucaipa Larry McCallon, Highland

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
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.	SANBAG's Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SANBAG's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act committee.	Meets on the first Thursday of each month at 10:00 AM, at SANBAG.
Public and Specialized 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	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities: (1)Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4)Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.	Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.	The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).

SANBAG Technical Advisory Committees

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

SANBAG Acronym List

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments

Governments
SANBAG
Working Together

MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning

- Develop an accessible, efficient, multi-modal transportation system

- Strengthen economic development efforts

- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

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