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
September 5, 2012

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

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

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

Board of Directors

President
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, Mayor
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

Basem Muallem, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Eileen Teichert, *SANBAG Counsel*

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

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

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

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

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

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

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

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

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

AGENDA

Board of Directors
September 5, 2012

10:00 a.m. (CLOSED SESSION)
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-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-42	**SANBAG v. N and D Restaurants, Inc., et al., San Bernardino County Superior Court Case No. CIVDS 1103206**
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 Negotiator: Garry Cohoe ,
Property: 125 East Laurel Street, Colton, CA 92324
Negotiating parties: George Murdock, Laurel Miller, LLC
Under Negotiation: Price and terms for acquisition and/or transfer of a portion of property for a permanent and temporary interest. Pursuant to Government Code section 54956.8

#3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Agency Negotiator: Garry Cohoe
Property: APN 0160-151-16, Colton, CA 92324
Negotiating parties: Russel Burch, Burchco, LLC
Under Negotiation: Price and terms for acquisition and/or transfer of a portion of property for a temporary interest. Pursuant to Government Code section 54956.8

CONVENE REGULAR MEETING at 10:30 a.m.

1170 W. 3rd Street, 1st Floor Lobby, San Bernardino

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

Call to Order 10:30 a.m. by Supervisor Janice Rutherford

I. Pledge of Allegiance
II. Attendance
III. Announcements:
- Calendar of Events (Pg. 20)

IV. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

1. **Possible Conflict of Interest Issues for the Board Meeting of September 5, 2012** Pg. 21

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 31.

Administrative Matters

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

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

Receive July 2012 Procurement Report. **Hilda Flores**

This item was received by the Administrative Committee on August 8, 2012.

Notes/Actions:

Consent Calendar Continued....

Administrative Matters (Cont.)

4. Budget to Actual Report for third quarter ending March 31, 2012 Pg. 32

Receive and file Budget to Actual Report for third quarter ending March 31, 2012. **Hilda Flores**

This item was received by the Administrative Committee on August 8, 2012.

5. Repeal Policy No. 34504, "Major Projects Program, Contract Negotiation Guidelines" Pg. 36

1. Repeal Policy 34504, "Major Projects Program, Contract Negotiation Guidelines"

2. Direct staff to develop Contract Negotiation Guidelines and staff training. **Kathleen Murphy-Perez**

This item was reviewed and unanimously recommended for approval by the Administrative Committee on August 8, 2012. SANBAG General Counsel and Contract Administrator have approved this item as to form.

6. Policy Committee Meetings Going Dark in July and Board Meeting Going Dark in August Pg. 39

Adopt a revision to Policy No. 10005, SANBAG Board and Policy Committees-Meeting Dates and Times, to have the SANBAG Board of Directors meeting go dark in August and the Policy Committee meetings go dark in July. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Administrative Committee on August 8, 2012.

7. Elimination of the Plans and Programs Committee Pg. 41

Eliminate the Plans and Programs Committee and direct staff to modify Policy 10000 "Policy Committee Relationships and Procedures" and Policy 10002 "SANBAG Policy Committee Membership" to be consistent with this action. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Administrative Committee on August 8, 2012, and by the Plans and Programs Committee on August 15, 2012.

Regional & Quality of Life Programs

8. Request for Proposal for Freeway Service Patrol Towing Services Pg. 44

Acting as the San Bernardino County Transportation Commission, approve the release of Request for Proposals No. 13034 for the provision of Freeway Service Patrol Towing Services along the I-10 (Beats 3 & 8 separately). **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on August 15, 2012. SANBAG General Counsel and Contract Administrator have approved this item and RFP scope of work as to form.

Notes/Actions:

Consent Calendar Continued....

Subregional Transportation Planning & Programming

9. Regional Greenhouse Gas Inventory and Reduction Plan and Environmental Impact Report Pg. 71

Receive information on the status of the Regional Greenhouse Gas Inventory and Reduction Plan and Environmental Impact Report and on the schedule for completion of the project. **Steve Smith**

This information was received by the Plans and Programs Committee on August 15, 2012.

10. San Bernardino County Transportation Analysis Model (SBTAM) Data Request Process Pg. 78

1) Receive information on the San Bernardino County Transportation Analysis Model Data Request Process, Data Request Form, and fee-for-service approach;

2) Approve SANBAG being reimbursed for costs for modeling services rendered to agencies and consulting firms, based on estimates to be provided by SANBAG on a project-by-project basis. **Steve Smith**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on August 15, 2012. SANBAG General Counsel has approved this item as to form.

11. Southern California Association of Governments funding agreement for SANBAG participation in the Value Pricing Pilot Program Pg. 85

Acting as the San Bernardino County Transportation Commission:

1) Approve Contract C13038 with the Southern California Association of Governments (SCAG) for SANBAG participation in the Value Pricing Pilot Program and for a SANBAG contribution of $68,400 toward funding of the Regional Express Lane Network Pre-Implementation Assistance portion of the project;

2) Approve an amendment to the SANBAG Fiscal Year 2012-2013 budget, increasing Task No. 0110 by $68,400 using Measure I 1990-2010 Transportation Management and Environmental Enhancement funds (Fund 4907) for a new total of $558,087. **Steve Smith**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on August 15, 2012. SANBAG General Counsel has approved the contract as to form.

Notes/Actions:

Consent Calendar Continued....

Transportation Programs and Fund Administration

12. Qualifying Projects in the City of Barstow as Eligible Under Measure I Pg. 102

Authorize the Executive Director to sign a letter confirming that projects in the City of Barstow's Pavement Management System report are eligible projects for Measure I Local Streets funds and that such funds may be used to pay financing costs of the projects through the California Statewide Communities Development Authority Total Road Improvement Program (TRIP). **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item as to form.

13. Allocation of Funds to Morongo Basin Subarea Projects Pg. 104

Allocate the following funds:

1. $300,000 in Morongo Basin Major Local Highways Program (MLHP) funds to the City of Twentynine Palms for State Route (SR) 62 from Canyon to Sunrise Road.

2. $225,000 in Morongo Basin MLHP funds to the Town of Yucca Valley for SR 62 from Apache to Palm and SR-62 from LaHonda Way to Dumosa Ave.

3. $1,500,720 in State Local Partnership Program (SLPP) funds to the Town of Yucca Valley for SR-62 from Apache to Palm and SR-62 from LaHonda Way to Dumosa Ave.

4. $50,000 in Morongo Basin Project Delivery and Transportation Management Systems (PD/TMS) funds to San Bernardino County for Preliminary Engineering of Lear Ave from Montezuma Dr. to Pole Line Rd. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item as to form.

14. Local Stimulus Program Procedural Exception Pg. 107

Acting as the County Transportation Authority approve an exception to the Local Stimulus Program procedures to allow SANBAG to use the Local Stimulus Program funds allocated to the City of Colton to offset SANBAG invoices for the City's contribution to the Laurel Street Grade Separation Project. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on August 9, 2012. SANBAG General Counsel has approved this item as to form.

Notes/Actions:

Consent Calendar Continued....

Transportation Programs & Fund Administration (Cont.)

15. Amendment No. 1 to the Trade Corridors Improvement Fund (TCIF) Baseline Agreement C09019 for Lenwood Road Grade Separation Project Pg. 109

1. Approve Amendment No. 1 to Contract C09019 for the Trade Corridors Improvement Fund Baseline Agreement for Lenwood Road Grade Separation Project;

2. Authorize the Executive Director to execute Amendment No. 1, including technical and administrative changes that may be necessary, following California Transportation Commission staff review. Should any policy issues arise from such changes, the Executive Director will consult with Board Officers. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the Amendment.

Program Support/Council of Governments

16. Legislative Update Pg. 117

Receive update and legislative bill matrix. **Eric Haley**

This item was received by the Administrative Committee on August 8, 2012.

17. Inland Empire Annual Survey Pg. 124

Based on discussions with SANBAG's Executive Staff and acknowledgement that the survey results are not being utilized by staff, it is recommended that SANBAG discontinue its $20,000 annual sponsorship of the Inland Empire Annual Survey conducted by California State University San Bernardino (CSUSB) Institute of Applied Research and Policy Analysis. **Jane Dreher**

This item was reviewed and unanimously recommended for approval by the Administrative Committee on August 8, 2012.

Project Development

18. Lenwood Road Grade Separation Project Pg. 130

Authorize staff to release Request for Proposals No. C13032 for Construction Management, Materials Testing, Construction Survey, and Public Outreach services associated with the construction of the Lenwood Road Grade Separation Project. **Mike Barnum**

This item was reviewed and recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel and Contracts Administrator have approved this item and RFP as to form.

Consent Calendar Continued....

Project Development (Cont.)

Notes/Actions:

19. Lenwood Road Grade Separation Project – Set Date for Hearing to Consider Resolutions of Necessity Pg. 169

Acting as the County Transportation Commission, set the date and time of October 3, 2012 at 10:00 a.m. for a hearing to consider Resolutions of Necessity for properties required for the Lenwood Road Grade Separation project in the City of Barstow and the County of San Bernardino. The Property owners are: Virginia Villanueva; Thanh Phudc Hong and Fangyan Wu; Richard Bowers; Warren Wallis; Naji Razzouk; Nabil and Janet Razzouk; Chong Nam Yim and Young Ja Yim (2 separate properties); Metor Finance; Daniel Gallardo; Laurence Brown; and Lawrence and Beverly Watson. **Paula Beauchamp**

This item was reviewed and recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item.

20. North Milliken Grade Separation Project in the City of Ontario Pg. 173

Approve Amendment No. 1 to Contract No. C10184 with Nolte Associates, Inc. for Construction Management Services, and Construction Surveying and Material Testing Services for the North Milliken Grade Separation Project in the City of Ontario, extending the completion date to March 31, 2014 with no increase to contract amount. **Mike Barnum**

This item was unanimously recommended for approval by the Major Projects Committee on August 9, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

21. Palm Avenue Railroad Grade Separation, Set Date for Hearing to Consider Resolutions of Necessity Pg. 178

1. Acting as the County Transportation Commission, set a date and time of Wednesday, October 3, 2012, 10:00 A.M. for a Hearing to consider Resolutions of Necessity for properties required for the Palm Avenue Grade Separation project in the City of San Bernardino and County of San Bernardino. Property owners are: S. B. Universal Self Storage, LLC; Van Valkenburgh Investments LLC/James F. Jordan, Trustee of the Jordan Revocable Trust; CalMat Land Company; Palm Avenue SB LLC; Gaelle II, LLC; and Gurbax R. and Rajni Marwah Trustees of the Marwah Family Trust.

2. Direct the Clerk of the Board to mail notices of hearing to property owners listed in Attachment "A". **Paula Beauchamp**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on August 9, 2012. SANBAG's outside eminent domain legal counsel and SANBAG General Counsel have approved this item as to form.

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

22. Right-of-Way Appraisals and Acquisition for the Laurel Street Grade Separation Project Pg. 181

1. Repeal Board's April 4, 2012, approval of the appraisal for APN 0160-151-16 owned by Burchco, LLC.

2. Repeal Board's May 2, 2012, approval of the appraisal for APN 0160-242-24 owned by Laurel Miller, LLC.

3. Approve appraisals for parcel APN 0160-242-17 owned by Burchco, LLC, and parcel APN 0160-242-24 owned by Laurel Miller, LLC required for construction of the Laurel Street Grade Separation Project.

4. Authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements for the Properties with the Property Owners identified in Attachment "A", consistent with the procedure set out in SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507). **Paula Beauchamp**

SANBAG General Counsel has approved this item as to form. Purchase and Sale Agreements have been reviewed by SANBAG's On-Call ROW legal advisors, Woodruff, Spradlin & Smart as to form. This item was not reviewed by any Policy Committee or Technical Advisory Committee.

23. Laurel Street Grade Separation, Set Date for Hearing to Consider Resolutions of Necessity Pg. 208

Acting as the San Bernardino County Transportation Commission:

1. Set a date and time of Wednesday, October 3, 2012, 10:00 A.M. for a Hearing to consider Resolutions of Necessity (RON) for properties required for the Laurel Street Grade Separation project in the City of Colton. Properties owners are: Colton Industrial Park LP; R.J.&R. Partnership; Mr. Thomas Hayward; Reider Enterprises LLC; Williams Furnace; Mr. Ernesto & Mrs. Ivelisse Alcala; and 7 Dolphins Properties LLC.

2. Direct the Clerk of the Board to mail notices of hearing to property owners listed in Attachment "A". **Paula Beauchamp**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on August 9, 2012. SANBAG General Counsel and SANBAG's Right-of-Way Counsel, Woodruff, Spradlin & Smart have approved this item as to form.

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

24. Interstate 15 (I-15)/Ranchero Road Interchange Project payment approval to MNS Engineers, Inc. Pg. 211

Approve payment of $21,959.75 to MNS Engineers, Inc. for constructability review services completed prior to Board approval of Contract No. C12218. **Mike Barnum**

This item was reviewed and recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item as to form.

25. Right-of-Way Appraisals and Acquisitions for the Interstate 15/Interstate 215(I-15/I-215) Devore Interchange Reconstruction Project Pg. 214

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 $1,625,000, increasing the total allowance for property acquisitions for the project to $16,165,000.

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: Eagle Land Company; Me Yancey and Jerry Mayner Yancey; JP Preferred LLC; Albright M. and Mary Plies, and David and Joyce Reed; Wagner W. and C. 2003 Living Trust; Noel F. Smith; Devore Kenwood Properties; Mitsuo Kosuga; Robert A. and Janet M. Aaberg; Mohammad Abdizadeh and William G. Morshauser; Samuel and Theresa E. Vallejo; Lamar Adverstising; and CBS. **Paula Beauchamp**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on August 9, 2012, and the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the draft standard contract.

Transit/Commuter Rail

26. E Street sbX Right-of-Way Acquisition Budget Amendment for Task 0311 for Fiscal Year 2012/2013 Pg. 218

Approve an amendment to Fiscal Year 2012/2013 budget for task 0311 Transit Capital in the amount of $2,000,000 funded by Omnitrans for a new task total of $7,332,307. **Mitch Alderman**

This item was reviewed by the Commuter Rail and Transit Committee on August 16, 2012, and unanimously recommended for approval.

Notes/Actions:

Consent Calendar Continued....

Transit/Commuter Rail (Cont.)

27. Mountain Area Regional Transit Authority (MARTA) 2012 Comprehensive Operational Analysis (COA), Short Range Transit Plan (SRTP) and Marketing Plan. Pg. 220

Receive and file MARTA's 2012 COA Final Report from Transit Marketing, LLC. **Mitch Alderman**

This item was reviewed by the Commuter Rail and Transit Committee on August 16, 2012.

28. Valley Transportation Services, Inc. Five Year Business Plan Pg. 284

Approve Valley Transportation Services, Inc. Five Year Business Plan pursuant to the terms of Contract No. 11174 Section 3(d). **Mitch Alderman**

This item was reviewed by the Commuter Rail and Transit Committee on August 16, 2012, and recommended for approval (9-1-0: Opposed: Riddell).

29. Amendment No. 6 to Contract C10079, Redlands Rail Extension, with HDR Engineering, Inc. for Design Services Pg. 325

1. Approve Amendment No. 6 to Contract No. C10079 with HDR Engineering, Inc. for design and environmental clearance services increasing the contract amount by $2,899,300 for a new not-to-exceed amount of $31,384,352 and exercising a one-year option to extend the contract through February 8, 2014; and

2. Approve Fiscal Year 2012/2013 budget amendment decreasing Task No. 0377 Commuter Rail Operating in the amount of $2,590,000 of Local Transportation Fund Rail for a new task total in the amount of $9,543,858.

3. Approve Fiscal Year 2012/2013 budget amendment increasing Task No. 0379 Commuter Rail Capital in the amount of $2,899,300 funded by recommendation number two decreasing Task No. 0377, Commuter Rail Operating in the amount of $2,590,000 Local Transportation Fund Rail and in the amount of $309,300 of Measure I Valley Metrolink/Rail Service for a new task total of $28,564,156. **Mitch Alderman**

This item was reviewed by the Commuter Rail and Transit Committee on August 16, 2012, and recommended for approval (7-1-0: Opposed: Riddell). SANBAG General Counsel and Contract Administrator have reviewed this item and the Amendment.

Notes/Actions:

Consent Calendar Continued....

Transit/Commuter Rail (Cont.)

30. License agreement for use of SANBAG right-of-way at Hellman Avenue with the City of Rancho Cucamonga Pg. 356

Approve Contract No. R13037 with the City of Rancho Cucamonga for construction, maintenance, operation, and repair of a storm drain facility crossing under the railroad tracks contingent upon Southern California Regional Rail Authority construction approval. **Mitch Alderman**

This item was reviewed by the Commuter Rail and Transit Committee on August 16, 2012, and unanimously recommended for approval. SANBAG General Counsel has approved this item and the Contract as to form.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Program Support/Council of Governments

32. Countywide Vision Water Element Pg. 379 (30 Min.)

Receive a presentation on the work of the Countywide Vision Water Element Group on a countywide water resource inventory. **Duane Baker**

This item has not been reviewed by any policy committee and is scheduled for review at the September 13, 2012 City/County Manager's Technical Advisory Committee.

Project Development

33. Hearing to Consider Resolution of Necessity for the Rodarte Parcel APN 0422-043-30 for the Lenwood Road Grade Separation Project Pg. 381

Acting as the San Bernardino County Transportation Commission:

1. Conduct a public hearing to consider condemnation of the Rodarte Parcel APN 0422-043-30 required for the Lenwood Road grade Separation project (project) in the County of San Bernardino and the City of Barstow, and

2. Adopt the attached Resolution of Necessity No. 13-010 authorizing condemnation of the Rodarte Parcel APN 0422-043-30 declaring the following (2/3rd majority vote required):

a. The public interest and necessity require the project.

b. The project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

Notes/Actions:

Item 33 Continued

c. The property sought to be acquired is necessary for the project.

d. An offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

e. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties' have been complied with. **Paula Beauchamp**

This item was reviewed and recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item as to form.

34. Hearing to Consider Resolution of Necessity for the Carmean and Vogler Parcel APN 0421-172-12 for the Lenwood Road Grade Separation Project Pg. 391

Acting as the San Bernardino County Transportation Commission:

1. Conduct a public hearing to consider condemnation of the Carmean and Vogler Parcel APN 0421-172-12 required for the Lenwood Road Grade Separation project (project) in the County of San Bernardino and the City of Barstow, and

2. Adopt the attached Resolution of Necessity No. 13-009 authorizing condemnation of the Carmean and Vogler APN 0421-172-12 declaring the following (2/3rd majority vote required):

a. The public interest and necessity require the project.

b. The project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

c. The property sought to be acquired is necessary for the project.

d. An offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

e. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties' have been complied with. **Paula Beauchamp**

This item was reviewed and recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item as to form.

Notes/Actions:

Discussion Items Continued.....

Project Development (Cont.)

35. Hearing to Consider Resolution of Necessity for the Fulmer Parcel APN 0497-131-59 for the Lenwood Road Grade Separation Project Pg. 403

Acting as the San Bernardino County Transportation Commission:

1. Conduct a public hearing to consider condemnation of the Fulmer Parcel APN 0497-131-59 required for the Lenwood Road Grade Separation project (project) in the County of San Bernardino and the City of Barstow, and

2. Adopt the attached Resolution of Necessity No. 13-008 authorizing condemnation of the Fulmer Parcel APN 0497-131-59 declaring the following (2/3rd majority vote required):

a. The public interest and necessity require the project.

b. The project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

c. The property sought to be acquired is necessary for the project.

d. An offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

e. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties' have been complied with. **Paula Beauchamp**

This item was reviewed and recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item as to form.

36. Hearing to Consider Resolution of necessity for the Gassaway Parcel APN 0497-142-26 for the Lenwood Road Grade Separation Project Pg. 418

Acting as the San Bernardino County Transportation Commission:

1. Conduct a public hearing to consider condemnation of the Gassaway Parcel APN 0497-142-26 required for the Lenwood Road Grade Separation project (project) in the County of San Bernardino and the City of Barstow, and

2. Adopt the attached Resolution of Necessity No. 13-007 authorizing condemnation of the Gassaway Parcel APN 0497-142-26 declaring the following (2/3rd majority vote required):

a. The public interest and necessity require the project.

Agenda Item 36 Continued

b. The project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

c. The property sought to be acquired is necessary for the project.

d. An offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

e. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties' have been complied with. **Paula Beauchamp**

This item was reviewed and recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item as to form.

37. Hearing to Consider Resolution of Necessity for the Gilson Parcel APN 0421-181-10 for the Lenwood Road Grade Separation Project Pg. 435

Acting as the San Bernardino County Transportation Commission:

1. Conduct a public hearing to consider condemnation of the Gilson Parcel APN 0421-181-10 required for the Lenwood Road Grade Separation project (project) in the County of San Bernardino and the City of Barstow, and

2. Adopt the attached Resolution of Necessity No. 13-006 authorizing condemnation of the Gilson Parcel APN 0421-181-10 declaring the following (2/3rd majority vote required):

a. The public interest and necessity require the project.

b. The project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

c. The property sought to be acquired is necessary for the project.

d. An offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

e. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties' have been complied with. **Paula Beauchamp**

This item was reviewed and recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item as to form.

Discussion Items Continued.....

Project Development (Cont.)

Notes/Actions:

38. Hearing to Consider Resolution of Necessity for the Divine Parcels' APN 0422-011-05, 06, 12 for the Lenwood Road Grade Separation Project Pg. 445

Acting as the San Bernardino County Transportation Commission:

1. Conduct a public hearing to consider condemnation of the Divine Parcels' APN 0422-011-05, 06, 12 required for the Lenwood Road Grade Separation project (project) in the County of San Bernardino and the City of Barstow, and

2. Adopt the attached Resolution of Necessity No. 13-005 authorizing condemnation of the Divine Parcels' APN 0422-011-05, 06, 12 declaring the following (2/3rd majority vote required):

a. The public interest and necessity require the project.

b. The project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

c. The property sought to be acquired is necessary for the project.

d. An offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

e. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties' have been complied with. **Paula Beauchamp**

This item was reviewed and recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item as to form.

39. Devore Interchange Design Build Cooperative Agreement Amendment Pg. 455

Approve Amendment 1 to Cooperative Agreement No. C12216 with California Department of Transportation for the Interstate 15/Interstate 215 Devore Junction Goods Movement Project for execution of the design-build phase of the project which now will include a funding commitment by San Bernardino Associated Governments for $114,471,000, a reduction of $8,000 overall from the original agreement, utilizing a variety of Federal, State, and local funds including $4,662,000 in Measure I 2010-2040 Cajon Pass Bond funds, a reduction of $3,341,000 from the original agreement

2. Waive review of this item by the Major Projects Committee due to time constraints for submittal of funding requests. **Paula Beauchamp**

This item has not had prior committee review. SANBAG General Counsel and Contract Administrator have reviewed this item and the Amendment.

Notes/Actions:

Discussion Items Continued.....

Transit/Commuter Rail

40. CEQA for Downtown San Bernardino Passenger Rail Project Pg. 462

That the San Bernardino County Transportation Commission adopt Resolution No. 13-004 for the Downtown San Bernardino Passenger Rail Project:

A. Certifying the Final Environmental Impact Report (FEIR),

B. Adopting Findings of Fact and Statement of Overriding Considerations,

C. Adopting the Mitigation Monitoring and Reporting Program (MMRP,

D. Approving the Proposed Project as more fully defined in Section ES.3 Description of Proposed Action/Proposed Project of the Final EIR. **Mitch Alderman**

This item was reviewed by the Commuter Rail and Transit Committee on August 16, 2012, and recommended for approval (7-1-0: Opposed: Riddell). SANBAG General Counsel has approved this item and resolution as to form.

Administrative Matters

41. California Department of Transportation Audits and Investigation audit findings and Management Responses Pg. 486

Receive and review the audit findings from California Department of Transportation and management response. **Hilda Flores**

SANBAG General Counsel has approved this item as to form.

Other Matters

Comments from Board Members

Brief Comments from Board of Directors

Executive Director's Comments

Brief Comments from the Executive Director

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Notes/Actions:

Additional Information

Agency Reports/Committee Memberships

South Coast Air Quality Management Report
Mayor Dennis Yates *(No Report this Month)*

Mobile Source Air Pollution Reduction Review Committee
Council Member Gwenn Norton-Perry *(No Report this Month)*

SCAG Committees Pg. 514

SCAG Regional Council
SCAG Policy Committees
Community, Economic and Human Development
Energy and Environment
Transportation and Communications

SANBAG Policy Committees Pg. 515

Acronym List Pg. 521

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...
September 2012

SANBAG Meetings – Cancelled:
Plans and Programs Committee no longer meets; content will be absorbed into other committees

SANBAG Meetings – Scheduled:			
Administrative Committee	Sep 12	9:00 am	The Super Chief
Major Projects Committee	Sep 13	9:00 am	The Super Chief
Commuter Rail & Transit Committee	Sep 13	10:00 am	The Super Chief
Mountain/Desert Committee	Sep 21	9:00 am	Town of Apple Valley

Other Meetings/Events:			
Solar Power Workshops (2)	Sep 18 Sep 19	1:30-4:30 pm 9:00 am-12 noon	Apple Valley Town Hall SANBAG, Super Chief
Redlands Passenger Rail Project, Public Scoping Meetings (2)	Sep 25 Sep 27	5:30-7:30 pm 5:30-7:30 pm	San Bernardino, Hilton Redlands, ESRI Cafe
Mobility 21 Summit	Sep 28	8:00 am-4:00 pm	Disneyland Hotel, Anaheim

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

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 1

Date: September 5, 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

BRD1209-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-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-42	N AND D RESTAURANTS, INC., a Florida corporation
C-71	COSTCO WHOLESALE CORPORATION, a Washington corporation (Officers: Walter Craig Jelinek; Joel Benoliel; Richard A. Galanti)

Closed Session #2 – Conference with Real Property Negotiators

	George Murdock, Laurel Miller, LLC

Closed Session #3 – Conference with Real Property Negotiators

	Russel Burch, Burchco, LLC

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
19	APN# 0421-172-13 0497-142-21 0497-142-25 0497-131-52 0422-042-12 0422-041-07 0422-011-04 0421-181-11 0422-011-13 0422-012-11 0422-012-19 0422-012-22 0421-181-08 0497-131-65	Property Owners: Virginia Villanueva Thanh Phudc Hong and Fangyan Wu Richard D. Bowers Warren Opie Wallis Naji Razzouk Nabil and Janet Razzouk Chong Nam Yim and Young Ja Yim " " Metor Fiance Daniel Gallardo " " " " Lawrence W. and Beverly A. Watson Laurence K. Brown (Trustee of the Nancy Brown Supplemental Trust)	None
20	C10184-01	Nolte Associates, Inc. *Steve Hiatt, P.E.*	WEC L.E.H.& Associates Inland Foundation
21	APN# 0266-021-17 0266-021-18 0266-021-32 0266-021-39 0266-021-43 0262-051-29 0266-041-62 0266-041-69 0266-041-70	Property Owners: S.B. Universal Self Storage, LLC Van Valkenburgh Investments LLC/ James F. Jordan, Trustee of the Jordan Revocable Trust CalMat Land Company Palm Avenue SB LLC Gaelle II, LLC Gurbax R. and Rajni Marwah Trustees of the Marwah Family Trust	None
22	APN# 0160-242-17 0160-242-24	Property Owners: Burchco LLC Laurel Miller, LLC	None

Item No.	Contract No.	Principals & Agents	Subcontractors
23	APN#	Property Owners:	None
	0160-241-11	Colton Industrial Park, LP	
	0160-241-56	R.J. & R. Partnership	
	0160-241-59		
	0160-241-57	Thomas Hayward	
	0160-241-58		
	0160-242-23	Reider Enterprises LLC	
	0161-061-39	Williams Furnace	
	0161-081-10	Mr. Ernesto & Mrs. Ivelisse Alcala	
	0161-091-21	7 Dolphins Properties, LLC	
24	C12218	MNS Engineers, Inc. *Greg Chelini*	Falcon Engineering Dynamic Engineering Services, Inc. Arcadis U.S., Inc. Mayer Surveying, Inc. Twining Lab CHJ Consultants BetKon, Inc.
25	APN#	Property Owners:	None
	0348-091-08	Eagle Land Company	
	0349-169-03	Me Yancey & Jerry Mayner Yancey	
	0349-169-05	"" ""	
	0349-174-03	JP Preferred LLC	
	0349-174-01	Albright M. & Mary Plies & David & Joyce Reed	
	0349-111-24	Wagner W. & C 2003 Living Trust	
	0349-111-25	Noel F Smith	
	0349-114-02	Devore Kenwood Properties	
	0349-114-03	"" ""	
	0349-102-06	Mitsuo Kosuga	
	0349-102-13	Robert A. & Janet M. Aaberg	
	0349-102-14	"" ""	
	0349-163-15	Mohammad Abdizadeh & Williams G. Morshauser	
	0349-112-20	Samuel Vallejo and Theresa E. Vallejo	
	0349-169-03	Lamar Advertising	
	Caltrans ROW:		
	CBS 2861	CBS	
	CBS 3807	"" ""	
	CBS 663	"" ""	

Item No.	Contract No.	Principals & Agents	Subcontractors
29	C10079-6	HDR Engineering, Inc. *Robert Klovsky*	Birge Engineering Pacific Rail Ent. David Evans & Associates Epic Land Solutions Group Delta Gruen Iteris Hexagon Jones & Stokes Project Design Consultants Westbound Comm. 2r Drilling Counts Unlimited Cambridge Systematics, Inc. PAC Engineering
33	APN# 0422-043-30	Property Owner: Mark Rodarte	None
34	APN# 0421-172-12	Property Owners: Clayton A. Carmean and Janice J. Carmean, and Albert H. Vogler and Rita K. Vogler	None
35	APN# 0497-131-59	Property Owner: Carroll Fulmer Management Co.	None
36	APN# 0497-142-26	Property Owners: Wibur Walter Gassaway and Elaine Frances Gassaway	None
37	APN# 0421-181-10	Property Owners: Stanely B. Siegal, Louis Press and Thelma Press, Pamela L. Jarman Living Trust, Michael Kenneth Gilson and Hillary Sue Rodman Gilson	None
38	APN# 0422-011-05 0422-011-06 0422-011-12	Property Owners: William A. and June F. Divine (Trustees of the Divine Family Trust)	None

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

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

BRD1209z-aa

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	X	X				
Brad Mitzelfelt Board of Supervisors	X	X		X	X		X	X				
Janice Rutherford Board of Supervisors	X	X	X	X	X	X	X	X				
Josie Gonzales Board of Supervisors	X	X		X	X	X	X	X				
Neil Derry Board of Supervisors	Self-Suspension as of 5/3/2011	X	X	X	X		X					
Cari Thomas City of Adelanto	X	X	X	X	X	X	X	X				
Rick Roelle Town of Apple Valley	*	X	X / *	X	X		X	X				
Julie McIntyre City of Barstow	X	X	X		X		X	X				
Bill Jahn City of Big Bear Lake	X	X	X	X	X			X				
Dennis Yates City of Chino	X	X	X	X	X	X	X	X				
Ed Graham City of Chino Hills	X	X	X	X	X	X	X	X				
Sarah Zamora City of Colton	X	*	X	X	X	X	X	X				
Michael Tahan City of Fontana	X	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	X				
Larry McCallon City of Highland	X	X	X	X	X	X		X				

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

brdatt12

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X	X	X	X	X	X				
Paul Eaton City of Montclair	X	X	X		X	X	X					
Edward Paget City of Needles	X	X	X	X	X	X	X	X				
Alan Wapner City of Ontario	X	X	X / *	X	X	X	X	X				
L. Dennis Michael City of Rancho Cucamonga	X	X	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				
Patrick Morris City of San Bernardino	X	X	X	X	X	X		X				
Jim Harris City of Twentynine Palms	X	X	X	X	X	X	X	X				
Ray Musser City of Upland	X	X	X	X	X	X	X	X				
Ryan McEachron City of Victorville	X	X		X	X	X		X				
Dick Riddell City of Yucaipa	X	X	x	X	X	X	X	X				
George Huntington Town of Yucca Valley	X	X	X	X	X	X	X	X				
Ray Wolfe Ex-Official Member	X	X	X	X								
Syed Raza Ex-Official Member					X							
Basem Muallem Ex-Official Member						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 - 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: September 5, 2012

Subject: July 2012 Procurement Report

Recommendation:* Receive July 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 Administrative Committee for the month of July 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 received by the Administrative Committee on August 8, 2012.

Responsible Staff: Hilda Flores, Accounting Manager

*

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.

BRD1209a-ws

July 2012 Report of Purchase Orders

PO No.	PO Issue Date	Vendor	Purpose	Amount
4000852	7/16/12	GM Business Interiors	Purchase furniture for new office at top of marble staircase.	$10,720.85
4000853	7/16/12	Southern California Association of Governments	Membership dues for FY 2012-13.	$25,000.00
4000879	7/31/12	Raymond Gorski	CMAQ reporting and Air Quality Analysis for SANBAG projects	$7,802.00
**Note: Sole Source justification is noted in the Purpose statement, if applicable.*			**Total**	**$43,522.85**

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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: September 5, 2012

Subject: Budget to Actual Report for third quarter ending March 31, 2012

Recommendation:* Receive and file Budget to Actual Report for third quarter ending March 31, 2012.

Background: SANBAG's Budget for Fiscal Year 2011/2012 for new activity was adopted by the Board of Directors on June 1, 2011. This report provides a summary of program activity and task activity compared to budget. Budgetary information includes the original and revised budgets, and year to date expenditures.

Financial Impact: This item reports the status of expenditures against budget and imposes no financial impact on the Fiscal Year 2011/2012 Budget.

Reviewed By: This item was received by the Administrative Committee on August 8, 2012.

Responsible Staff: Hilda Flores, Accounting Manager

*

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.

BRD1209b-ws
Attachment: BRD1209b1-ws

San Bernardino Associated Governments
Budget to Actual Report: July 2011 - March 2012
Fiscal Year 2011/2012

AIR QUALITY & TRAVELER SERVICES PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0102	Air Quality Activities	140,177	-	-	140,177	54,664	85,513	39.00%
0406	Rideshare Management	2,106,653	25,000	600	2,132,253	798,364	1,333,889	37.44%
0702	Call Box System	1,720,467	-	159,950	1,880,417	581,948	1,298,469	30.95%
0704	Freeway Service Patrol/State	1,813,207	-	231,045	2,044,252	1,109,780	934,472	54.29%
0706	Intelligent Transportation Systems	96,820	-	-	96,820	9,874	86,946	10.20%
0812	Clean Fuels Implementation	4,990,148	-	11,403,503	16,393,651	4,336,950	12,056,701	26.46%
TOTAL AIR QUALITY & TRAVELER SERVICES PROGRAM		10,867,472	25,000	11,795,098	22,687,570	6,891,580	15,795,990	30.38%

TRANSPORTATION PLANNING & PROGRAMMING PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0110	Regional Transportation Planning	180,599	35,958	-	216,557	171,583	44,974	79.23%
0111	Freight Movement Planning	118,921	(35,958)	-	82,963	26,892	56,071	32.41%
0112	Growth Forecasting & Planning	152,844	(35,958)	-	116,886	64,865	52,021	55.49%
0202	Transportation Modeling & Forecasting	184,083	10,000	53,478	247,561	92,624	154,937	37.41%
0203	Congestion Management	131,271	-	-	131,271	77,712	53,559	59.20%
0213	High Desert Corridor Studies	21,856	292,808	-	314,664	4,559	310,105	1.45%
0373	Federal/State Fund Administration	890,576	(71,529)	-	819,047	476,846	342,201	58.22%
0404	Subregional Transportation Planning	291,764	200,000	-	491,764	130,991	360,773	26.64%
0409	Data Development & Management	228,129	61,129	-	289,258	189,249	100,009	65.43%
0500	Transportation Improvement Program	237,447	42,071	-	279,518	214,944	64,574	76.90%
0526	Subregional Transportation Monitoring	49,073	-	-	49,073	3,850	45,223	7.85%
0609	Strategic Planning/Delivery Planning	427,909	189,458	16,000	633,367	266,473	366,894	42.07%
0701	Valley Signal Coordination	2,204,486	1,050,000	2,348,588	5,603,074	2,764,142	2,838,932	49.33%
0941	Mt./Desert Planning & Project Development	221,668	(17,979)	-	203,689	146,962	56,727	72.15%
TOTAL TRANSPORTATION PLANNING & PROGRAMMING PROGR		5,340,626	1,720,000	2,418,066	9,478,692	4,631,692	4,847,000	48.86%

MAJOR PROJECT DELIVERY PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0815	Measure I Program Management	6,053,511	(507,464)	303,904	5,849,951	2,312,834	3,537,117	39.54%
0817	SR-60 Sound Wall	945,754	(76,870)	36,576	905,460	36,259	869,201	4.00%
0819	Hwy 62 & Rotary Way Traffic Signal Project	-	450,000	-	450,000	-	450,000	0.00%
0820	SR 210 Final Design	205,388	(30,000)	151,821	327,209	26,491	300,718	8.10%
0822	SR 210 Right of Way Acquisition	2,085,045	-	269,127	2,354,172	1,070,577	1,283,595	45.48%
0824	SR 210 Construction	8,922,958	38,000	4,661,934	13,622,892	4,462,092	9,160,800	32.75%
0825	I-10 Corridor Project Development	1,979,255	-	1,274,705	3,253,960	334,166	2,919,794	10.27%
0826	I-10 Citrus/Cherry Interchanges	42,396,327	-	4,929,102	47,325,429	274,026	47,051,403	0.58%
0830	I-215 San Riv Project Development	16,758	-	-	16,758	-	16,758	0.00%
0834	I-215 Final Design	276,160	-	192,251	468,411	46,092	422,319	9.84%
0836	I-215 Right of Way Acquisition	4,123,124	-	2,560,096	6,683,220	371,306	6,311,914	5.56%
0838	I-215 Construction	45,115,858	135,000	17,697,240	62,948,098	25,908,553	37,039,545	41.16%
0839	I-215 Bi- County HOV Gap Closure Project	8,725,178	-	576,595	9,301,773	2,011,954	7,289,819	21.63%
0840	I-215 Barton Road Interchange	840,597	-	5,935	846,532	325,783	520,749	38.48%
0841	I-10 Riverside Interchange	5,625,035	10,787	8,314,117	13,949,939	9,291,570	4,658,369	66.61%
0842	I-10 Tippecanoe Interchange	5,980,901	2,387,522	6,488,967	14,857,390	1,242,443	13,614,947	8.36%
0843	I-10 Live Oak Canyon	-	-	8,653	8,653	8,653	-	100.00%

San Bernardino Associated Governments
Budget to Actual Report: July 2011 - March 2012
Fiscal Year 2011/2012

0845	Mt. Vernon/Washington Interchange	345,004	-	338,060	683,064	39,925	643,139	5.84%
0850	Alternative Project Financing	3,127,299	(160,000)	29,400	2,996,699	116,529	2,880,170	3.89%
0862	I-10 Westbound Lane Addition - Yucaipa	6,042,662	-	6,046,638	12,089,300	7,788,131	4,301,169	64.42%
0869	Glen Helen Parkway Grade Separation	6,144,418	-	-	6,144,418	1,909,050	4,235,368	31.07%
0870	Hunts Lane Grade Separation	14,143,498	4,047,717	634,652	18,825,867	1,195,974	17,629,893	6.35%
0871	State St./University Parkway Grade Separation	350,956	1,291	-	352,247	1,472	350,775	0.42%
0874	Palm Avenue Grade Separation	7,000,602	1,507,464	3,022,429	11,530,495	1,076,606	10,453,889	9.34%
0875	Main Street Grade Separation	50,000	-	-	50,000	-	50,000	0.00%
0876	South Milliken Avenue Grade Separation	5,713,901	-	764,598	6,478,499	524,801	5,953,698	8.10%
0877	Vineyard Avenue Grade Separation	7,347,188	-	24,586	7,371,774	154,160	7,217,614	2.09%
0879	Colton Crossing BNSF/UPRR Grade Separation	36,495,511	44,688	-	36,540,199	75,871	36,464,328	0.21%
0880	I-15/I-215 Devore Interchange	12,098,571	(560,000)	9,800	11,548,371	1,070,846	10,477,525	9.27%
0881	Lenwood Avenue Grade Separation	6,465,500	37,250	413,568	6,916,318	945,927	5,970,391	13.68%
0882	North Milliken Avenue Grade Separation	26,649,224	(20,000)	12,004,553	38,633,777	14,161,424	24,472,353	36.66%
0883	SR 210 Pepper Avenue Interchange	813,252	-	800,000	1,613,252	269,883	1,343,369	16.73%
0884	Laurel Avenue Grade Separation	7,563,452	760,873	53,125	8,377,450	1,583,647	6,793,803	18.90%
0885	9th Street Rail Improvements	104,437			104,437	2,044	102,393	1.96%
0886	Colton Quiet Zone Project	2,442,707	-	-	2,442,707	168,010	2,274,697	6.88%
0887	SR 210 Lane Addition	1,045,061			1,045,061	1,853	1,043,208	0.18%
0888	I-15 La Mesa/Nisqualli Interchange	6,000,000	12,131,247	23,809	18,155,056	616,893	17,538,163	3.40%
0889	Yucca Loma Bridge	4,300,000			4,300,000	3,480	4,296,520	0.08%
0890	I-5 Ranchero Interchange	-	100,000		100,000	351	99,649	0.35%
0960	2009 A Sales Tax Revenue Note	261,335,100	-	-	261,335,100	261,335,100	-	100.00%
0965	2012 A Sales Tax Revenue Bond	-	-	-	-	-	-	0.00%
TOTAL MAJOR PROJECT DELIVERY PROGRAM		**548,870,192**	**20,297,505**	**71,636,241**	**640,803,938**	**340,764,776**	**300,039,162**	**53.18%**

TRANSIT & PASSENGER RAIL PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0309	General Transit	309,401	154,619		464,020	172,657	291,363	37.21%
0315	Omnitrans	3,976,523	3,304,213	4,433,798	11,714,534	4,019,999	7,694,535	34.32%
0316	Barstow-County- Transit	49,710	105,942	70,069	225,721	103,784	121,937	45.98%
0317	Victor Valley Transit	107,223	601,588	-	708,811	332,312	376,499	46.88%
0318	Morongo Basin Transit	52,913	107,892	-	160,805	123,437	37,368	76.76%
0319	Social Service Transportation Plan	448,315	-	200,000	648,315	120,859	527,456	18.64%
0320	Needles Transit	21,202	(1,933)	-	19,269	634	18,635	3.29%
0321	Mountain Area Transit	60,727	52,442	86,809	199,978	132,393	67,585	66.20%
0352	General Commuter Rail	573,308	-	76,326	649,634	155,114	494,520	23.88%
0377	Commuter Rail Operating Expenses	10,417,103	1,571,106	287,712	12,275,921	7,962,687	4,313,234	64.86%
0379	Commuter Rail Capital Expenses	-	(1,282,799)	12,118,946	10,836,147	1,867,618	8,968,529	17.24%
0380	Redlands Rail Extension	15,171,583	12,187,019	-	27,358,602	5,667,130	21,691,472	20.71%
0381	Gold Line Phase II	265,451	-	-	265,451	6,511	258,940	2.45%
0382	San Bernardino Transit Center	-	8,943,261	-	8,943,261	9,660	8,933,601	0.00%
0501	Federal Transit Act Programming	24,545	-	14,083	38,628	12,973	25,655	33.58%
TOTAL TRANSIT & PASSENGER RAIL PROGRAM		**31,478,004**	**25,743,350**	**17,287,743**	**74,509,097**	**20,687,768**	**53,821,329**	**27.77%**

San Bernardino Associated Governments
Budget to Actual Report: July 2011 - March 2012
Fiscal Year 2011/2012

TRANSPORTATION FUND ADMINISTRATION PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0502	TDA Administration	598,599	44,000	26,505	669,104	115,667	553,437	17.29%
0504	Measure I Administration	360,851	56,972		417,823	171,870	245,953	41.13%
0506	Local Transportation Fund	52,977,596	-	64,387,308	117,364,904	44,404,356	72,960,548	37.83%
0507	State Transit Assistance Fund	6,900,000	-	36,732,954	43,632,954	3,794,668	39,838,286	8.70%
0513	Measure I Valley Senior & Disabled	5,300,000	1,750,250	-	7,050,250	4,675,437	2,374,813	66.32%
0515	Measure I Valley Apportionment & Allocation	8,541,550	-	4,568,426	13,109,976	548,283	12,561,693	4.18%
0610	Measure I 2010-2040 Project Advancement	10,889,226	-	-	10,889,226	6,328,944	4,560,282	58.12%
0615	Measure I Local Stimulus	-	(775,975)	17,359,597	16,583,622	6,632,357	9,951,265	39.99%
0918	Measure I Local Pass-through	31,001,230		-	31,001,230	22,052,693	8,948,537	71.13%
TOTAL TRANSPORTATION FUND ADMINISTRATION PROGRAM		**116,569,052**	**1,075,247**	**123,074,790**	**240,719,089**	**88,724,275**	**151,994,814**	**36.86%**

GENERAL - COUNCIL OF GOVERNMENTS SUPPORT PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0104	Intergovernmental Relations	365,865	-	-	365,865	142,167	223,698	38.86%
0490	Council of Governments New Initiatives	125,854	31,970	446,636	604,460	37,505	566,955	6.20%
0503	Legislation	647,827	12,106	-	659,933	341,411	318,522	51.73%
0601	County Transportation Commission-General	454,052	-	-	454,052	335,462	118,590	73.88%
0605	Publications & Public Outreach	509,237	5,394	-	514,631	265,220	249,411	51.54%
0805	Building Operations	81,039	-	14,392	95,431	13,799	81,632	14.46%
0806	Building Improvements	18,272	-	-	18,272	925	17,347	5.06%
0942	Financial Management	713,834	-	402,548	1,116,382	1,097,281	19,101	98.29%
TOTAL COUNCIL OF GOVERNMENTS SUPPORT PROGRAM		**2,915,980**	**49,470**	**863,576**	**3,829,026**	**2,233,770**	**1,595,256**	**58.34%**
GRAND TOTAL ALL PROGRAMS		**716,041,326**	**48,910,572**	**227,075,514**	**992,027,412**	**463,933,861**	**528,093,551**	**46.77%**

CONSOLIDATED BY PROGRAM

PROGRAM DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	PROGRAM BALANCE	% OF BUDGET EXPENDED
AIR QUALITY & TRAVELER SERVICES PROGRAM	10,867,472	25,000	11,795,098	22,687,570	6,891,580	15,795,990	30.38%
TRANSPORTATION PLANNING & PROGRAMMING PROGRAM	5,340,626	1,720,000	2,418,066	9,478,692	4,631,692	4,847,000	48.86%
MAJOR PROJECT DELIVERY PROGRAM	548,870,192	20,297,505	71,636,241	640,803,938	340,764,776	300,039,162	53.18%
TRANSIT & PASSENGER RAIL PROGRAM	31,478,004	25,743,350	17,287,743	74,509,097	20,687,768	53,821,329	27.77%
TRANSPORTATION FUND ADMINISTRATION PROGRAM	116,569,052	1,075,247	123,074,790	240,719,089	88,724,275	151,994,814	36.86%
GENERAL - COUNCIL OF GOVERNMENTS SUPPORT PROGRAM	2,915,980	49,470	863,576	3,829,026	2,233,770	1,595,256	58.34%
GRAND TOTAL ALL PROGRAMS	**716,041,326**	**48,910,572**	**227,075,514**	**992,027,412**	**463,933,861**	**528,093,551**	**46.77%**

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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: September 5, 2012

Subject: Repeal Policy No. 34504, "Major Projects Program, Contract Negotiation Guidelines"

Recommendation:*

1. Repeal Policy 34504, "Major Projects Program, Contract Negotiation Guidelines."

2. Direct staff to develop Contract Negotiation Guidelines and staff training.

Background: The SANBAG Board of Directors approved Policy 34504, "Major Projects Program, Contract Negotiation Policy" on June 7, 1995, a policy amendment in 2001 to increase an hourly labor rate, and another policy amendment in 2006 to remove an hourly labor rate. The Policy as amended, which is attached to this Agenda Item as Attachment A, identifies maximum allowable overhead rates for Architectural and Engineering (A&E) firms when submitting a cost proposal in response to SANBAG's Request For Proposals for A&E services. The Policy also identifies maximum hourly rates for computer aided design and drafting "CADD" work and computer services. Major Projects staff has followed the Policy since 1995 when negotiating A&E contracts.

Recently, the California Department of Transportation (Caltrans) Office of Audits and Investigations, conducted an audit of SANBAG's incurred costs for contracts that were awarded between July 1, 2008 and December 31, 2009.

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.

BRD1209a-kmp
Attachment: BRD1209a1-kmp

Caltrans released the Audit report (Caltrans Audit Report) in March 2012. One of the findings in this report is that Policy 34504, which limits consultants' overhead rates is not in compliance with 23 CFR Part 172.7(b), which states in part, "indirect cost rates shall not be limited by any administrative or *de facto* ceilings...." Caltrans recommended that SANBAG's Policy be amended to remove the limitations on consultant's overhead costs.

SANBAG's response to the Caltrans Audit Report stated that SANBAG concurred with the finding in the report and that we would be requesting the SANBAG Board to repeal the Policy. Prior to the release of the Caltrans Audit Report, the Policy had been identified as one of several procurement items that required modification. To address this issue, the Contracts Manager worked with staff to release Request For Proposals (RFP) 12238, for On-Call Audit Services, which was approved by the Board on June 6th. Staff anticipates bringing the contract award to the Board in October. The firm who is awarded the On-Call Audit Services contract will be available on an as-needed basis to assist staff with the review of consultant's cost proposals including auditing their overhead rates to ensure compliance with state and federal Cost Guidelines.

As a result of the Caltrans Audit Report, staff is recommending that Policy 34504 be repealed and that the Board direct staff to develop Negotiation Guidelines compliant with state and federal guidelines for all SANBAG staff to use when negotiating contract costs. Upon the development and Board approval of those Negotiation Guidelines, training will be conducted with staff to ensure that they understand the Guidelines and the negotiation process. It is anticipated that the new Guidelines and training will be completed by December 31st.

In summary, staff is requesting the Committee recommend the Board repeal Policy 34504, and direct staff to develop Negotiation Guidelines and a staff-training component by approximately December 31, 2012.

Financial Impact: This item has no impact on FY 2012/2013 budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on August 8, 2012. SANBAG General Counsel and Contract Administrator have approved this item as to form.

Responsible Staff: Kathleen Murphy-Perez, Contracts Manager

BRD1209a-kmp
BRD1209a1-kmp

ATTACHMENT "A"

San Bernardino Associated Governments		Policy No.	34504
Adopted by the Board of Directors	June 7, 1995	Revised	9/21/06 ~~5/2/01~~
Major Projects Program, Contract Negotiation Guidelines		Revision No.	2 ~~1~~

Table of Contents

| Maximum Overhead Rates | Other Maximum Charges | Revision History |

I. MAXIMUM OVERHEAD RATES

Major Consulting Firms	150%
Geotechnical Firms	170%
Small Engineering Firms	155%
Small Engineering Firms With Surveying Emphasis	160%

II. OTHER MAXIMUM CHARGES

~~**Maximum Direct Salary Rate**~~	~~**$60.00**~~
Maximum CADD Computer Rate	$15.00 per hour
Maximum General Computer Rate	$10.00 per hour

The rates represent maximums, and are intended to constitute policy guidance for staff in the negotiation of contracts. These policy maximums may be exceeded if specially justified. On the other hand, lower rates may also be negotiated, and prime contractors may demand lower overhead rates for their subcontractor.

III. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	06/07/95
1	Para. 34502.2: Maximum Direct Salary Rate changed to $60.00 per hour from $47.00 per hour.	05/02/01
2	**Par. III: Deleted Maximum Direct Salary Rate Changed Par. 34504.1 to I, Par. 34504.2 to II, and Par. 34504.3 to III to conform to current paragraph formatting standards.**	

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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: September 5, 2012

Subject: Policy Committee Meetings Going Dark in July and Board Meeting Going Dark in August

Recommendation:* Adopt a revision to Policy No. 10005, SANBAG Board and Policy Committees – Meeting Dates and Times, to have the SANBAG Board of Directors meeting go dark in August and the Policy Committee meetings go dark in July.

Background: With at least five meetings every month requiring the attendance of Board Members and the preparation of an agenda and agenda items by SANBAG staff, almost every week of each month has deadlines. This makes it very difficult for leave and vacation to be planned, especially during the summer months, without impacting these deadlines in some fashion.

If SANBAG were to go dark with the Board of Directors and Policy Committee meetings one month in the summer, it would remove the potential impact to deadlines and allow staff and Board Members to plan for vacation time and not impact the work flow at SANBAG. If a decision is made in advance to go dark in a particular month, matters requiring Board action could be scheduled before or after that month. As always, the Board President has the ability to call a special meeting if a matter comes up that requires immediate action.

*

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.
BRD1209b-dab

SANBAG staff is requesting that the Policy Committee meetings go dark in July and the Board meeting go dark in August of each year. The Policy Committee meetings feed into the Board Meeting of the following month and that is why the request is for the Policy Committee meetings going dark in July and the Board meeting going dark in August.

Financial Impact: This item will not impact the current adopted budget. This item has the potential to reduce future SANBAG budgets by $11,200 due to one less month of Board stipends.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on August 8, 2012.

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

BRD1209b-dab

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: 7

Date: September 5, 2012

Subject: Elimination of the Plans and Programs Committee

Recommendation:* Eliminate the Plans and Programs Committee and direct staff to modify Policy 10000 "Policy Committee Relationships and Procedures" and Policy 10002 "SANBAG Policy Committee Membership" to be consistent with this action.

Background: SANBAG currently has five Policy Committees that meet each month in addition to the monthly Board Meeting. This number of committees dictates that SANBAG staff spend a great deal of time simply preparing agendas and the materials that go with each of those agendas.

SANBAG staff believes that the current work of the Plans and Programs Committee can be effectively distributed among the remaining four committees and continue to allow for sufficient time for discussion and debate in the remaining committees while eliminating the need for one more agenda to be prepared. This will free up some staff time, particularly among the administrative support staff, that can be utilized for other functions.

SANBAG's committees were created to insure that Board Members are able to discuss and debate items in a smaller setting with fewer agenda items than would be possible at the full Board meeting. Due to the size of our Board of Directors and the number of items, it would be impractical to have full discussion of each

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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.
BRD1209c-dab

item at the Board of Directors meeting. For this reason, SANBAG has placed great importance on participation in the Policy Committees.

As staff looked for ways to be more effective, each of the committees was evaluated to see if staff efforts could be consolidated and duplication eliminated. Below is a list of the committees and their general areas of responsibility.

- The Mountain/Desert Committee is required by Measure I and is the forum to discuss matters specific to the Mountain/Desert Region.
- The Major Projects Committee has a very full work load and is the committee where items specific to the Valley and the various freeway and interchange projects can be discussed.
- The Commuter Rail and Transit Committee deals specifically with that subject area and includes as members SANBAG Board Members that sit on the Metrolink Board of Directors and two members from the Mountain/Desert region that sit on transit agency boards.
- The Administrative Committee includes the Board Officers, the Chairs of the other Policy Committees, and representation by two city members and one county member from each of the three SANBAG subregions: Mountain/Desert, West Valley, and East Valley. This committee is responsible for policy direction for general organizational oversight, audit, finance, legislative affairs, personnel, and any item that is not covered by another committee.
- The Plans and Programs Committee provides policy direction on the Comprehensive Transportation Plan, the Congestion Management Plan, and programming issues related to the Regional Transportation Improvement Plan. The membership of this Committee includes all five members of the Board of Supervisors and three members each from the cities in the three SANBAG subregions.

After examining this information, staff felt that the Plans and Programs Committee could have its work divided among the other committees with the least impact to the way in which our Board members provide policy direction. Items that are specific to the Valley or the Mountain/Desert could go to the Major Projects Committee or the Mountain/Desert Committee respectively Items that are of a more general nature or that affect the County as a whole could go to the Administrative Committee. Like the Plans and Programs Committee, the Administrative Committee has representation from across all three subregions and now has the Chairs of the other Policy Committees as members which make

this an even more ideal venue. In this way items would still get the review and discussion necessary so that Board Members could give proper policy direction.

Although professional staff would still need to prepare the same agenda items that would normally go to the Plans and Programs Committee, there would be one less agenda and one less meeting to prepare for and set up each month. This will have a positive impact on the ability of the administrative support staff to provide more quality control in putting together the remaining agendas and would provide them with more time to attend to the other routine items required for the daily operation of SANBAG.

Financial Impact: This item could reduce expenditures in the adopted SANBAG budget by up to $14,000 for the remainder of the year due to reduced stipend payments.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on August 8, 2012, and by the Plans and Programs Committee on August 15, 2012.

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: 8

Date: September 5, 2012

Subject: Request for Proposal for Freeway Service Patrol Towing Services.

Recommendation:* Acting as the San Bernardino County Transportation Commission, approve the release of Request for Proposals No. 13034 for the provision of Freeway Service Patrol Towing Services along the I-10 (beats 3 & 8 separately).

Background: Freeway Service Patrol (FSP) consists of a fleet of tow trucks that travel on selected San Bernardino County freeways during peak commute hours to assist motorists with car trouble. The stretch of highway that the fleet roams up and down is referred to as a "Beat". FSP programs are extremely beneficial to the motoring public by reducing the amount of time a motorist is in an unsafe condition, reduce traffic congestion, as well as decrease fuel consumption, vehicular emissions, and secondary incidents. San Bernardino began its program in January 2006, and now has eight separate beats in operation with more than 35,000 assists per year.

Funding from the State is based on population, urban lane miles and congestion in the urban area which qualifies for FSP service. In San Bernardino County, the urban area which qualifies for FSP funding is in the valley portion of the county.

In January 2006, four FSP beats were implemented, providing eight roaming tow trucks on I-10 from the Los Angeles County line, east to Waterman Avenue in

*

COG		CTC	X	CTA		SAFE	X	CMA	X

Check all that apply.

Approved
Board of Directors

Date: ___

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD1209a-jh
Attachment: RFP13034

San Bernardino, and on I-15 from the Riverside County line to Baseline Street in Rancho Cucamonga.

The FY 2005/2006 allocation was sufficient to fund up to six beats; which added a beat on the SR-60 from the Los Angeles County line to Milliken Avenue in Ontario and another on the I-215 from the Riverside County line to 2nd Street in San Bernardino. During the remainder of the fiscal year, an additional two beats were added: One on the SR-60 from the Los Angeles County line to Milliken Avenue in Ontario, and the other on the I-215 from the Riverside County line to 2nd Street in San Bernardino.

In the spring of 2006, the State submitted a budget change request so that $6.2 million could be added to State FSP funding. With the FY 2006/2007 Budget approved, San Bernardino Associated Governments (SANBAG) was then able to fund two additional beats: One on the I-215 from 2nd Street to Palm/Kendall Avenue in San Bernardino and the other continuing along the I-10 from Waterman to Orange Street in Redlands. This brought the State funded program to eight beats. Since March of 2007, these eight FSP beats currently assist approximately 3,000 motorists each month.

Two of the contracts for the original eight FSP beats are scheduled to end soon. One will end on February 28, 2013 (beat 8) and the other on April 30, 2013 (beat 3). It is recommended that these two beats go out for proposals together so as to minimize costs and streamline the procurement process. Therefore, the release of a Request for Proposal (RFP) is required for the on-going continuation of beats 3 and 8.

The two beats that are the subject of the RFP are highlighted below (in bold).

Table 1 – Beat Areas in San Bernardino Valley currently implemented

Beats	Beat Area	Beat Length (in Miles)
1	I-10 from the Los Angeles County Line to Haven Ave.	8.16 mi
2	I-10 from Haven Ave. to Sierra Ave.	8.60 mi
3	**I -10 from Sierra Ave. to Waterman Ave.**	**9.04 mi**
4	SR-60 from the Los Angeles County Line to Milliken Ave.	9.96 mi
5	I-15 from the Riverside County Line to Summit Ave.	9.61 mi
6	I-215 from the Riverside County Line to 2nd Street	6.79 mi
7	I-215 from 2nd to Palm/Kendall Ave.	7.30 mi
8	**I-10 from Waterman to University St.**	**7.90 mi**

Upon approval of the RFP, tow service providers will have four weeks to prepare and submit proposals. Staff will bring the recommended contractor(s) for the two beats to the Administrative Committee in November 2012. Upon Board approval, the selected Contractor for beat 3 will start May 1, 2013, and the selected Contractor for beat 8 will begin on March 1, 2013. This implementation schedule gives tow operators more than 80 days to procure equipment, and have the necessary time to install and test equipment, as well as hire and train tow truck drivers. Once implemented, the providers will be under contract for three years of tow service implementation, with two one-year options that can extend the contract(s).

Please refer to Attachment A, the Scope of Services for the RFP, which outlines the parameters for the tow services for these two beat areas. The RFP will be released by SANBAG and proposals received will be evaluated by SANBAG, CHP, and the Riverside County Transportation Commission. The approved Tow Services Contract(s) will be executed and funded by SANBAG, but jointly managed by SANBAG and CHP.

Financial Impact: Funds for the tow providers for the implementation of beats 3 and 8 are included in the FY 2012/2013 Budget. Task No. 0704.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on August 15, 2012. SANBAG General Counsel and Contract Administrator have approved this item and RFP scope of work as to form.

Responsible Staff: Duane Baker, Director of Management Services

BRD1209a-jh
Attachment: RFP13034

San Bernardino County Freeway Service Patrol RFP 13034 Scope of Work

1.0 Scope of Work:

To provide the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Where conditions permit, safe removal of small debris will be required. CONTRACTOR Primary Freeway Service Patrol (FSP) tow trucks shall be exclusively dedicated to the service during the hours of operation. All tow truck maintenance activities for the primary and back-up shall be conducted during non-service hours.

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

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

All FSP services shall be provided at no cost to the motorist. FSP Tow Truck Drivers shall not accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses. The scope of services in this RFP are derived from the Standard Operating Procedures (SOP) Manual, which is issued by the CHP. The CHP is responsible for the day-to-day supervision of the program, therefore all policies and procedures are outlined in the SOP Manual. To promote a safe work environment and to maintain a high level of professionalism, the CONTRACTOR and their FSP Tow Truck Drivers must follow the SOP Manual as this document and all updates will be incorporated into the CONTRACTOR's agreement. Please note that the SOP is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most recent version of the SOP at all times. **FSP Tow Truck Drivers found not to be in compliance with FSP procedures as defined in the SOP may be suspended or terminated from the FSP program and the CONTRACTOR may be fined three (3) times the hourly contract rate in one (1) minute increments until a FSP Certified Back-Up Driver is provided.**

These same rules apply to FSP Certified Back-Up Tow Trucks, if a tow truck is found to not be in compliance; the CONTRACTOR must provide a FSP Certified Back-Up Tow Truck within 45 minutes or they may be fined three times the hourly contract rate in one minute increments. The FSP Tow Truck Driver and tow truck must return to Beat compliant with all FSP requirements, or the CONTRACTOR may be fined for the entire shift at three (3) times the hourly rate at the discretion of

the FSP CHP Supervisors.

Please refer to Attachment F for further details on violations and penalties.

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

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

2.0 Contract Representatives

The COMMISSION, California Department of Transportation (Caltrans) and the CHP will jointly oversee the service (hereinafter singularly or jointly referred to as "FSP Management"). CHP is responsible for dispatch services to incident locations within the tow truck's patrol limits, otherwise referred to as "Beats". The dispatching will be done in accordance with the contract for the service. A SOP manual will be provided to the successful CONTRACTOR explaining the types of incidents to which his/her FSP Tow Truck Drivers may be dispatched. **Please note that this Manual, also known as the Standard Operating Procedures (SOP) Manual is updated as needed, and that the CONTRACTOR is responsible to operate and adhere to the most current version of the SOP.** Also note that the successful Proposer(s) which enters into an agreement with the COMMISSION for these services will have the SOP and any updates referenced into the agreement and therefore adhering to the SOP Manual is a contractual requirement as well.

3.0 Service Location

The FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the CHP. Attachment "A" Page 17 shows the specific limits, number of Primary tow trucks, number of Back-Up trucks, hours of operation and tentative holidays on which the cost of each beat shall be based. COMMISSION reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

At any time during the contract's term, COMMISSION reserves the right to adjust Beat specifications (length of Beat for example), and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written change orders. If warranted a CONTRACTOR may be requested by

CHP, this will be on a case-by-case basis, to go beyond the limits of their assigned Beat area to assist a motorist in an adjacent beat area. FSP Tow Truck Drivers may be permitted to do this only upon CHP approval.

4.0 Speaking to the Media

At times the media has inquired about the Freeway Service Patrol Program. **FSP Tow Truck Drivers must never discuss FSP Program details to the media (electronic, press or print).** In addition, if the CONTRACTOR receives a complaint from a citizen or the community, the CONTRACTOR shall inform the COMMISSION immediately regarding the situation. All media inquiries and complaints must immediately be directed to COMMISSION or FSP CHP Supervisors. Please utilize the contact list below to notify a person of FSP Management:

FSP CHP Supervisors: (909) 428-5400

COMMISSION:

Ms. Kelly Lynn: klynn@sanbag.ca.gov
Phone: 909-884-8276
Cell: 909-215-3280

Ms. Jenny Herrera: jherrera@sanbag.ca.gov
Phone: 909-884-8276

5.0 Equipment Requirements:

A. Tow Truck Requirements:

Primary FSP Tow Trucks will be exclusively dedicated to the FSP during its hours of operation.

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

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

Any exceptions to these specifications must be submitted in advance, and in writing to COMMISSION.

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

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

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

Please refer to Attachment F for further details on violations and penalties.

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

Each FSP tow truck shall be equipped in accordance with the CHP's FSP Contract Operations Manual, SOP Manual and, at minimum shall include the following:

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

Fusees (highway flares), 30 minute	(20)
34. Cones 18"	(6)
35. Hydraulic jack, **min. 4,000 lbs.** floor	(1)
36. Four way lug wrench (1 std.)	(1)
37. Four way lug wrench (1 metric)	(1)
38. Rechargeable air bottle **or compressor**, hoses and fittings to fit tire valve stems, 100 psi capacity	(1)
39. Flashlight and spare batteries	(1)
40. Tail lights/brake lights, portable remote with extension cord	(1 set)
41. Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets	(1 set)
42. Funnel, multi-purpose, flexible spout	(1)
43. Pop-Up Dolly **(with tow straps)**, portable for removing otherwise untowable vehicles	(1)
44. Five (5)-gallon can with lid filled with clean absorb-all	(1)
45. Empty trash can with lid (Five gallon)	(1)
46. Lock out set	(1)

Each FSP tow truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the CONTRACTOR's option and expense.

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

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

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

B. FSP Certified Back-Up Tow Truck

The CONTRACTOR shall be required to have one FSP Certified Back-Up Tow Truck available per Beat during FSP service hours that is in full compliance with the agreement, unless otherwise authorized by COMMISSION and CHP in writing. The FSP Certified Back-Up Tow Truck should be used when a Certified Primary FSP Tow Truck is unavailable. The FSP Certified Back-Up Tow Truck shall meet the same requirements for equipment, set-up and color as a Certified Primary FSP Tow Truck. It shall meet all the vehicle equipment specifications. Please refer to Attachment F for further details on violations and penalties.

C. Vehicle Breakdown and Other Missed Service:

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

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

In addition, not having a FSP Certified Back-Up Tow Truck Driver available is not an allowable excuse for not having a FSP Certified Back-Up Tow Truck on the Beat within the 45 minute time period. If the CONTRACTOR does not have a dedicated or FSP Certified Back-Up Tow Truck on the Beat because a FSP Certified Tow Truck Driver is not available, the CONTRACTOR shall be fined three (3) times the hourly contract rate in 1 minute increments until a certified FSP replacement driver is provided. If the entire shift is missed because a FSP Tow Truck Driver was not available, the CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate.

Please refer to Attachment F for further details on violations and penalties.

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

For further information see Page 7 of this document, Section C "Vehicle Breakdown and Other Missed Service".

D. Vehicle Identification:

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

Freeway Service Patrol markings as well as vehicle numbers shall be required on both sides of all trucks. The detachable markings (magnetic or other forms of FSP signage), provided by COMMISSION, must be placed on the center of both doors (driver and passenger doors) of the vehicle. The FSP Tow Truck Driver shall be required to keep the title and logos clean, straight and in readable condition throughout the service patrol's operation. The operator is also required to keep all FSP related signage flat (do not bend in any way), clean, and out of public view while being stored during non-FSP operational hours.

E. Communications Equipment:

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

The CONTRACTOR shall be responsible for maintaining the security of the COMMISSION owned vehicle communication equipment. The CONTRACTOR shall be liable for any damage other than normal wear and tear to the communication equipment. The CONTRACTOR shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody and control of the equipment. COMMISSION shall pay for repair fees for normal wear and tear to equipment. However, COMMISSION will deduct repair fees as well as the full replacement cost of any COMMISSION equipment due to improper use or negligence

by the CONTRACTOR from any payment due to the CONTRACTOR under this agreement. COMMISSION supplied vehicle equipment shall be returned upon contract termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

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

The CONTRACTOR is also required to use Nextel/Sprint cell phones in order to facilitate proper communication with the CHP Communications Center and CHP field supervisors. Nextel/Sprint cell phones shall be purchased, owned, and maintained by the CONTRACTOR. The CONTRACTOR will also be responsible for all operating costs of the Nextel/Sprint cell phones. In addition, FSP Tow Truck Drivers are not permitted to take pictures, video or capture any other images while performing FSP duties during FSP operational hours. These actions will not be tolerated and a FSP Tow Truck Driver that is found doing this will not be permitted to work in the FSP Program. FSP Drivers are not permitted to download or share any data or images related to the FSP Program. If any FSP related data or images are found on any social media outlet or networks not authorized by the COMMISSION; all parties associated with the incident will be excluded from the FSP Program.

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

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

The CONTRACTOR shall purchase and maintain a computer workstation (not a laptop) with high speed internet access and email to communicate with COMMISSION and CHP staff and the CHP, and transfer FSP data collected with handheld/PDA units. **Handheld/PDA units shall be downloaded at the end of each shift before the deadlines listed below** to the computer workstation; therefore the computer workstation will need to be easily accessed by FSP Tow Truck Drivers after each shift. For the AM shift, the deadline to download is **12pm (noon),** for the PM shift, the deadline to download is **12a.m. (midnight). If PDAs are not synced prior to the deadlines given, CONTRACTOR may be subject to fines as outlined in Attachment F.**

The computer workstation shall be a PC Pentium4 2.4Ghz or AMD Athlon XP 2800 or greater based machine with at least 2 GB memory, 20 gig hard drive, network card, CDROM, optical mouse, keyboard and monitor. Computer workstation shall be equipped with the following software; Windows 7, or Windows Vista, Microsoft Active

Sync (if Vista), Anti-Virus software (Norton, McAfee, or Trend Micro): if utilizing different Anti-Virus software, please notify COMMISSION prior to purchase or use. The computer must include a 9 pin RS232 serial port. The computer workstation must always be connected to the internet.

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

In addition, it is also the CONTRACTOR's responsibility to ensure that all handheld/PDA units are working at all times. All handheld/PDA units should have the exterior protective case cleaned (protective outside case) and the stylus and screen protector shall be inspected for functionality and serviceability. **Damaged/Worn items shall be immediately** reported to COMMISSION or CHP.

All workstations and Handheld/PDA's must be kept in a secure location. **During all non-FSP operational hours, Handhelds/PDA's shall not be left in a tow truck or go home with a FSP Tow Truck Driver or anyone else.** All handhelds/PDAs must be connected to a battery charger in the secure workstation area at the CONTRACTOR's facility during non-FSP operational hours. Except for when the PDA is being used during FSP operational service hours, it must be plugged in and being charged at all times, this is required so that data and software "patches" are not lost. PDAs are to be with the FSP Tow Truck Driver in their FSP tow truck during FSP operational hours, or connected to a battery charger in the designated secure workstation of the tow operator's facility during non-FSP operational hours. Any other location shall not be permitted.

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

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

In addition, the CONTRACTOR shall make the work station available to the COMMISSION, or its designee, **30 calendar days prior to the start of the new service (Beat 3 to start May 1, 2013 and Beat 8 to start March 1, 2013).**

The CONTRACTOR shall be available to review data with COMMISSION, or its designee, at any time. Data shall be reviewed using the pre-defined reports created in Microsoft Access on the workstation computer. The CONTRACTOR shall review data for accuracy, and ensure that any errors and/or edits to the data are documented and forwarded to COMMISSION for review.

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

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

Please note that as mentioned in section 1.0, page of this RFP as well as Article 16 of the contract, CONTRACTOR must follow the procedures of the most recent SOP Manual.

F. Equipment Tampering

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

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

1) If tampering is found with AVL related equipment owned by COMMISSION; the CONTRACTOR shall be fined two complete FSP shifts (7 hours) at their hourly penalty rate (Three (3) times their hourly rate). **The final penalty shall be determined and assessed by FSP Management**.

2) FSP Management determines the designated AVL installer and the designated technician that comes out to the San Bernardino County region to review and repair the AVL systems.

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

Please refer to Attachment F for further details on violations and penalties.

G. FSP Tow Truck Drivers:

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

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

FSP Tow Truck Drivers will be responsible for accurately entering the required data into handheld /PDA device every shift. Each FSP Tow Truck Driver shall complete an inspection worksheet and mileage log prior to the commencement of driving the tow truck. The FSP Tow Truck Driver shall be required to complete an assist record for each incident utilizing the handheld/PDA. Each assist record shall be accurate. CONTRACTORs providing false or misleading information to FSP Management will be considered in breach of their Contract with COMMISSION. FSP Tow Truck Drivers providing false or misleading information shall be removed as an FSP Tow Truck Driver from the FSP Program.

In addition, FSP Tow Truck Drivers shall always complete the required procedures per the SOP when handing out required forms to the public. FSP Tow Truck Drivers must ensure they hand out a customer survey form at each assist. The customer survey form includes a unique survey number which should differ each time. No duplicate survey numbers should occur. If it is discovered that a CONTRACTOR has duplicate numbers in their assist data, CONTRACTOR may be subject to penalties as outlined in Attachment F of this RFP.

Other important forms that shall be required for FSP Tow Truck Drivers to complete

and turn in are the Liability Release Forms (orange) and Damage Release Forms (neon green). It is critical that these forms are completed and returned to the COMMISSION within thirty (30) business days from the date on the form. Any CONTRACTOR in violation of not completing these required forms may be subject to penalties as outlined in Attachment F.

The CHP, Caltrans, and COMMISSION maintain strict drug and alcohol policies. CONTRACTORs shall have an alcohol and drug program that includes at a minimum, a drug and alcohol free workplace policy, and an employee alcohol/drug-testing program. Any FSP Tow Truck Driver found working under the influence of drugs or alcohol shall be immediately removed from the FSP program by the CONTRACTOR. The CONTRACTOR shall be responsible for providing a certified replacement Tow Truck Driver for that vehicle.

The CONTRACTOR shall also be an active participant in the DMV Pull Notice Program and penalties shall apply pursuant to Section 5.0 Equipment Requirements beginning on page 3.

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

All FSP Tow Truck Drivers, including back-up FSP Tow Truck Drivers, shall be required at CONTRACTOR's expense to complete the CHP two-day training program which costs up to $50.00 (fee is for the DL64 Tow Truck Driver Certificate) per FSP Tow Truck Driver and complete 10 shift ride-a-longs with a certified trainer. CONTRACTORs shall pay all FSP Tow Truck Drivers and Back-Up FSP Tow Truck Drivers for attending the training. No FSP Tow Truck Driver will be allowed to begin patrolling without attending the **MANDATORY** training classes. Any FSP Tow Truck Driver who is found on patrol without completing the **MANDATORY** training classes may be prohibited from further FSP service and the CONTRACTOR may be found in default under their contract at the discretion of COMMISSION.

Mandatory CHP refresher training classes shall be scheduled during non-FSP hours. A **minimum** of four (4) hours refresher training per year shall be required (at CONTRACTOR's expense). **CONTRACTORs shall pay all FSP Tow Truck Drivers and Back-Up FSP Tow Truck Drivers for attending the required training.**

FSP Tow Truck Drivers will be required to utilize a handheld/PDA to input the mileage

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

DRIVING RECORD AND CRIMINAL HISTORY CHECK

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

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

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

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

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

Background checks will be completed by CHP within five (5) working days of the acceptance of a CHP 234F.

H. Operator Equipment:

It shall be the responsibility of the CONTRACTOR to provide the FSP Tow Truck Driver with specified uniforms, protective toe boots, and other equipment. The equipment includes navy blue jump suits or shirts and pants. If coveralls are worn they shall have two-way zip front with heavy duty brass zipper. Coverall or shirt sleeves shall be half raglan type or set-in sleeve with pleated-action back. Long sleeves may have plain barrel cuff or be equipped with snap or button closure on wrist. The length of the sleeve on short-sleeve coveralls/shirts shall come to within approximately one (1) inch of the inside forearm when the wearer's arm is bent at a 90 degree angle.

The coveralls shall have shape holding sanforized waist banding with elastic inserts for trim fit. Legs shall be moderately tapered to avoid excessive fullness. H.D. Lee Company style No. 018-3041 (Navy Blue) or Commercial Uniform Co. style No. 201 (Navy Blue) or equal. All main seams shall be at least double stitched with good quality thread. Shirts or coveralls shall have one or two chest pockets. Single pocket coveralls/shirts shall have the chest pocket placed on the left.

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

A safety vest with reflective stripes shall be worn and will be supplied by COMMISSION. The safety vest shall be neon-yellow in color. A small FSP logo (patch) shall be sewn on the front of the safety vest over the left front pocket of the uniform, and a small FSP logo patch shall be sewn on the left sleeve of the vest as well. A large FSP logo (patch) shall be sewn across the middle portion of the back of each safety vest. COMMISSION will supply vests to the CONTRACTOR with the FSP logo patches already sewn on per CHP's required patch placement locations. The name of the FSP Tow Truck Driver shall be displayed on the front of the safety vest over the right front pocket of the uniform. The CONTRACTOR is responsible for obtaining CHP approval of the FSP Tow Truck Driver name plates, and the CONTRACTOR is responsible for the purchase and placement of the FSP Tow Truck Driver name plate. An FSP logo patch is not required to be sewn on the navy blue FSP Tow Truck Driver uniform.

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

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

Rain gear shall be waterproofed material, yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A Beanie may also be worn which must be navy blue in color and only worn with a jacket under the vest or long sleeve shirt. A picture of the uniform is provided on pages 20-22 of this document titled: FSP Uniform Requirements

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

I. Local Office:

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or a person who represents the CONTRACTOR and has the authority to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. Through the Proposal document shown in Attachment "C", CONTRACTOR Representative Form, the CONTRACTOR shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and be located within Riverside, San Bernardino, Los Angeles or Orange Counties. Also note on page 7, Section C, **a FSP Certified Back-Up Tow Truck and a FSP Certified Back-Up Tow Truck Driver must be available within a 45 minute request of the Beat area regardless of the CONTRACTOR's office location.**

This requirement may also determine if the local office is close enough to satisfy the requirements under this section as well.

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

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

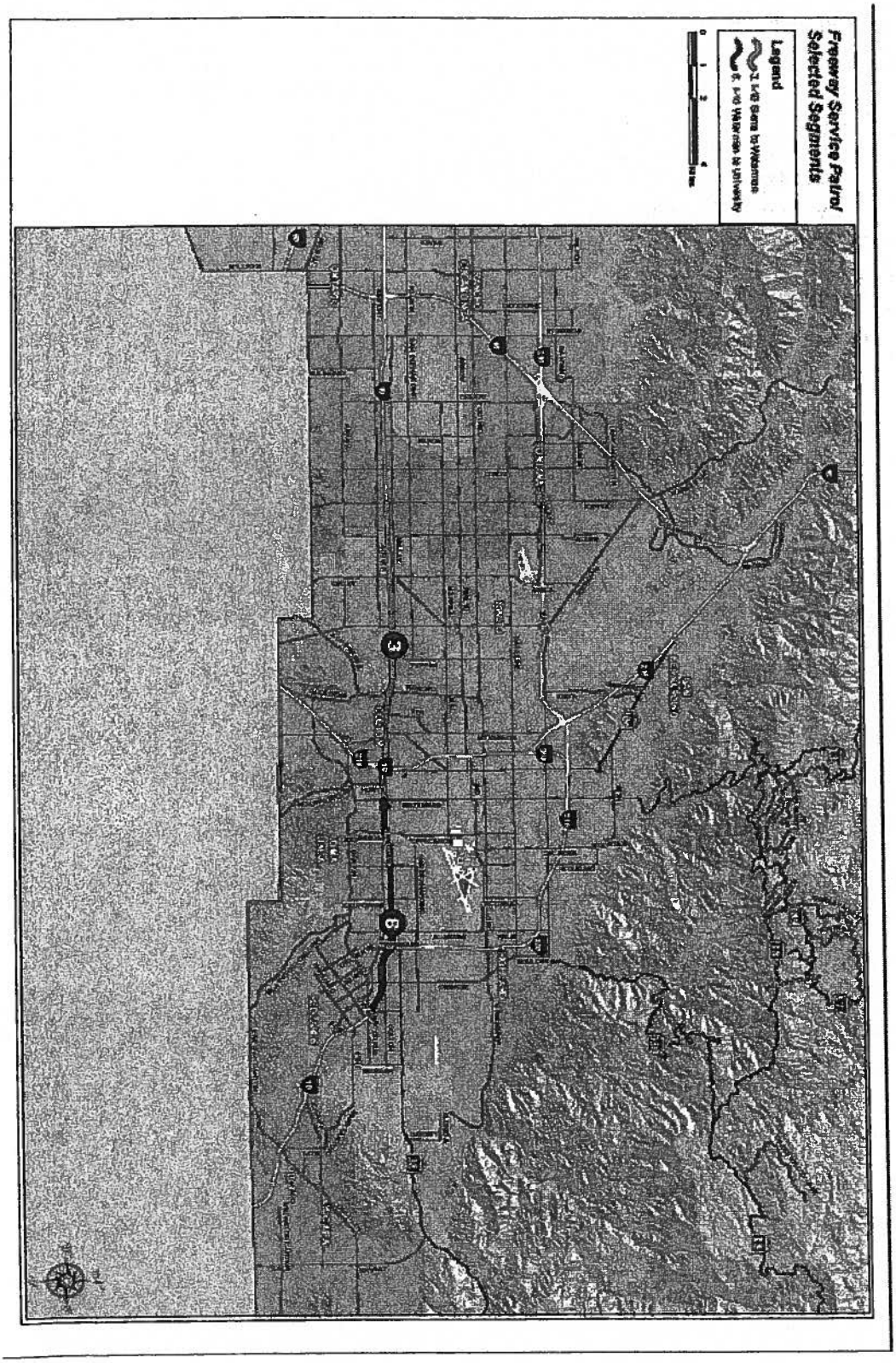
BEAT DESCRIPTION

Beat #	CHP Area Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM	# FSP certified Back-Up Tow Trucks
Beat 3	14	Interstate (I) 10 from Sierra Avenue to Waterman Avenue.	9.04	2	1
Beat 8	15	Interstate (I) 10 from Waterman Avenue to University.	7.09	2	1

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

Each Beat requires two (2) Primary FSP Tow Trucks and one Back-Up Tow Truck per Beat, available during all FSP operational services hours. **The COMMISSION reserves the right to change Beat hours and operational requirements during the course of the contract.**

Please refer to Attached Map of Beat areas


Freeway Service Patrol
Selected Segments
Legend

PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

Freeway Service Patrol tow service is five days each week, Monday through Friday of each year during the contract term, except for the following ten holidays:

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

Total service hours per vehicle per year: 1,736

In addition to the above service hours, at the discretion of COMMISSION and the CHP, additional service may be requested on certain "high traffic days" on/or following certain holidays (e.g. July 4th, Labor Day, Sunday following Thanksgiving Day, Memorial Day), in the afternoons for four (4) hours. CONTRACTOR will be notified at least one week prior to when this service is to be provided.

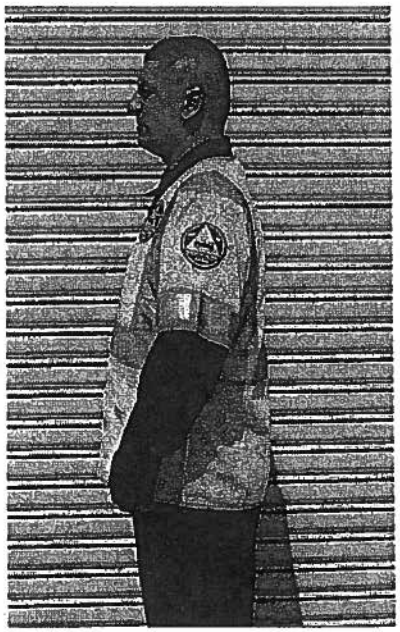
FSP UNIFORM REQUIREMENTS

No hat:

Hat:

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

Long Sleeve:



Reference to ATTACHMENT F
SUMMARY OF FSP VIOLATIONS AND PENALTIES

Below is a list of penalties that can be assessed to a CONTRACTOR if not in compliance with the policies and procedures of the Freeway Service Patrol Program.

Relevant section	Description of violation	Penalty
5.0 A	Not meeting tow truck requirements outlined in the RFP/SOP	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate.
5.0 B	Not having a certified FSP "back-up" tow truck and/or FSP Tow Truck Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate.
5.0 C	Tow truck not made available within 45 minutes due to equipment/truck breakdown.	The operator has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (Three times the hourly contract rate in one minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, CONTRACTOR shall be fined for the entire shift at three (3) times the hourly rate
SOP	CONTRACTOR fines 9.B.4 CONTRACTOR fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, not syncing the PDAs or not supplying FSP Tow Truck Drivers the proper equipment as required in the FSP Contract.	The fine amount shall not exceed $50.00 for each individual occurrence or violation, with the exception of replacement costs.
5.0 E	PDA's sent for repair due to lack of charging causing the PDA to lose patch updates.	$50.00 per PDA + shipping, repair and/or replacement costs.
5.0 E	PDA's not being charged in designated PDA workstation location during non-FSP operational hours.	$50.00 per PDA
5.0 E	Workstation does not meet requirements outlined in SOP.	$50.00 per incident
5.0 E	Lost/damaged equipment	Full cost if lost or repair charges of the item if damage is not due to wear and tear.
SOP	CONTRACTOR did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	$50.00 per occurrence
5.0 F	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the tow operator's penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.

5.0 G	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	$5.00-50.00 per incident at the discretion of COMMISSION.
5.0 G	Duplicate customer six digit survey number 20-40% 40-60% 60-80% 80-100%	 $50.00 per incident $100.00 per incident $175.00 per incident $250.00 per incident

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: 9

Date: September 5, 2012

Subject: Regional Greenhouse Gas Inventory and Reduction Plan and Environmental Impact Report

Recommendation:* Receive information on the status of the Regional Greenhouse Gas Inventory and Reduction Plan and Environmental Impact Report and on the schedule for completion of the project.

Background: Beginning in 2010, ICF International has been under contract to SANBAG to prepare the San Bernardino Regional Greenhouse Gas Inventory and Reduction Plan, and Atkins North America, Inc., has been under contract to complete the associated environmental impact report (EIR) document in compliance with the California Environmental Quality Act (CEQA). The project is being financed by contributions from the 21 participating cities, representating a combination of Council of Governments dues and a pro-rata share of contract costs.

The purposes of the project are to: 1) prepare greenhouse gas emissions inventories and forecasts; 2) identify local and regional reduction measures; 3) quantify the effectiveness of reduction measures and estimate their costs; 4) assist cities in identifying reduction targets, reduction measures and implementation processes necessary to complete a local climate action plan; and 5) prepare a programmatic-level EIR to analyze the local strategies identified by the individual cities. The fundamental objective of the project is to provide all the technical information and environmental analysis to enable participating cities to complete

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

X	COG		CTC		CTA		SAFE		CMA

Check all that apply
BRD1209a-ss
Attachments: BRD1209a1-ss

a local climate action plan and corresponding CEQA action, should they choose to do so. By preparing the analysis for 21 cities at the same time, the work can be completed more efficiently than if each city prepared their own separate analysis.

Participating in the regional project is voluntary and does not represent a mandatory commitment to adopt a greenhouse gas reduction target, adopt a climate action plan, or implement reduction measures. That discretion belongs to each participating city.

The current schedule for the project is as follows:

- Cities to provide input on reduction targets and local reduction measures – July 31, 2012
- Completion of Administrative Draft Plan – late August 2012
- City review of Administrative Draft Plan – September 2012
- Completion of Draft Plan and Draft EIR – November 2012
- Public review of Draft Plan and EIR – December 2012/January 2013
- Completion of Final Plan – February/March 2013
- Completion of Final EIR – April/May 2013

A joint workshop was held with the City/County Managers Technical Advisory Committee (CCMTAC) and city Planning Directors on August 2, 2012 to review the schedule and upcoming milestones. The attached list of Frequently Asked Questions (FAQs) was provided and discussed as part of the presentation. The FAQs explain the legislative background behind the development of GHG plans and local Climate Action Plans (CAPs). As indicated in the FAQs, SANBAG will certify the EIR as the lead agency and will approve the SANBAG portions of the Plan. The EIR will be a programmatic document under CEQA, in that jurisdictions will be able to use the EIR to approve their individual CAPs provided their CAP includes the reduction measures addressed in the EIR. A Memorandum of Understanding between SANBAG and each of the participating cities is being developed to document the mutual CEQA responsibilities of SANBAG and the cities. It may be necessary for SANBAG to procure outside legal counsel to review the environmental document for CEQA compliance.

SANBAG is bringing this item to the SANBAG Board at this time to provide background information for decisions that will be necessary to fulfill SANBAG's lead agency role for products that are intended primarily for the cities of San Bernardino County.

Financial Impact: This item is consistent with the approved Fiscal Year 2012/2013 SANBAG Budget, Task 0495, Greenhouse Gas.

BRD1209a-ss
Attachments: BRD1209a1-ss

Reviewed By: This information was received by the Plans and Programs Committee on August 15, 2012.

Responsible Staff: Steve Smith, Director of Planning

BRD1209a-ss
Attachments: BRD1209a1-ss

ICF INTERNATIONAL

San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan
Frequently Asked Questions (FAQ)
(07/30/12)

What is AB 32?

AB 32 is the Global Warming Solutions Act of 2006, approved by California legislature and signed into law by Governor Schwarzenegger. It requires the state to reduce greenhouse gas (GHG) emissions to 1990 levels by 2020.

What is a Climate Action Plan?

A Climate Action Plan (CAP) is a plan to reduce GHG emissions under the control of a local city or county to a locally-identified target level. In California, most CAPs include a target to reduce emissions by 2020. CAPs are sometimes also referred to as greenhouse gas reduction plans.

Is Preparation of a Climate Action Plan Required by AB 32 or SB 375?

No. There is no legal requirement in AB 32 for a local jurisdiction to prepare a CAP. The California Air Resources Board (CARB), which is charged with planning to meet the AB 32 targets at a statewide level, has recommended that local jurisdictions adopt targets and plans to reduce GHG emissions by an equivalent level to the state goals, but has not mandated that they do so. SB 375, which requires regional transportation planning to include reduction of GHG emissions from passenger and light duty vehicles also does not mandate a local jurisdiction adopt a CAP or take special actions to reduce GHG emissions.

Does CEQA require preparation of a Climate Action Plan?

No. There is no requirement in CEQA that a city or county must adopt a CAP. However, many jurisdictions have chosen to do a CAP as a mitigation measure for adoption of their General Plan as a means to mitigate significant GHG emissions that will be associated with future growth in their community. CEQA does require that plan-level and project-level environmental review consider the impact of discretionary projects on GHG emissions and where those emissions are significant, that feasible mitigation be identified and adopted, unless there are overriding considerations.

What are the advantages of preparing a Climate Action Plan?

There are a number of advantages of preparing a CAP which include:

- assessing all GHG emission sources comprehensively instead of on a project by project basis;

- streamlining project approvals and CEQA by identifying in advance the measures and approaches for new development to reduce their emissions and reducing the risk of CEQA legal challenges on this issue;
- identifying feasible means to reduce GHG emissions throughout the community including many measures such as energy-efficiency retrofits that can save the community money;
- identifying the effectiveness of state regulations in reducing local emissions in order to identify the additional local actions that may be effective in further reducing emissions to help meet the AB 32 goals; and
- identifying the effectiveness of prior and ongoing city actions, such as water conservation, land use planning, and waste diversion on reducing GHG emissions.

What are the requirements for a Climate Action Plan?

The CEQA guidelines adopted pursuant to SB 97 specify that a GHG reduction plan must include the following elements in order to allow for tiering under CEQA:

- an inventory of GHG emissions;
- a forecast of future GHG emissions;
- an identified GHG reduction goal;
- measures to reduce GHG emissions under the control of the jurisdiction;
- implementation actions to ensure that the measures result in actual reductions;
- monitoring of the plan's success over time; and
- adaptation and revision of the plan over time as needed to meet the adopted goal

What is the San Bernardino County Regional Greenhouse Gas Inventory and Reduction Plan?

The San Bernardino County Regional GHG Reduction Plan (Regional Plan) is a project of SANBAG to assist participating cities in developing the technical information necessary to complete local CAPs and to provide a CEQA evaluation that can streamline local CAP approval.

The project includes the following tasks:

- preparation of GHG emissions inventories and forecasts;
- identify local GHG emission reduction measures;
- quantify the effectiveness of GHG emission reduction measures;
- estimate the potential costs and savings and impacts on jobs associated with the reduction measures, where feasible;
- assist cities in identifying reduction targets and selecting potential reduction measures;
- identify general implementation processes that cities will need to complete as part of CAP adoption and implementation; and
- prepare an Environmental Impact Report (EIR) to analyze the local strategies identified by the individual cities.

The fundamental objective of the project is to provide all the technical information and environmental analysis to enable participating cities to complete a local climate action plan, should they choose to do so. By doing the analysis for 21 cities at once, the completion of this work can be done more efficiently than if each city did their own separate analysis.

What will be included in the Regional Plan?

- background information on AB32, SB 375, greenhouse gases, and climate change;
- GHG emissions inventories and forecasts for all participating cities;
- local GHG emission reduction targets selected by individual cities;
- local GHG emission reduction measures selected by individual cities;
- emissions reduced by the measures selected by the cities;
- costs and savings and job effects associated with the selected reduction measures;
- general implementation processes for CAP adoption and implementation; and
- documentation of the methodology used for the inventories, forecasts, reduction, cost, and job analyses.

How can individual cities benefit from the Regional Plan?

The Regional Plan will provide the technical information to support city selection of targets and GHG emissions reduction measures appropriate for their city that could be included in a local CAP. Cities will understand their GHG emissions, their options for local reductions, their costs and savings, and their impact on jobs through the information in the Regional Plan. The Regional Plan will also be provided to the cities in an electronic format which will allow cities to utilize relevant portions of the Regional Plan in developing their local CAP.

Is the Plan Mandatory?

No. Participating in the regional project is voluntary and does not represent a mandatory commitment to adopt a greenhouse gas reduction target, adopt a climate action plan, or to implement reduction measures. That discretion is up to each participating city.

How will CEQA be completed for the Regional Plan?

An EIR will be prepared for the Regional Plan which will analyze the environmental impacts of potential adoption of the GHG emissions reduction measures identified by each city. The Draft EIR will be made publically available along with the Draft Regional Plan. Responses to public comments will be prepared. The Final EIR will be certified by SANBAG. Local cities will be able to use the EIR as their CEQA document for approval of their local CAP, provided it includes measures addressed in the EIR.

What is the SANBAG schedule for completion of the Plan and EIR?

The following is the approximate schedule:

- Admin Draft Regional Plan – August 31, 2012
- City Review – September 2012

- Draft Regional Plan – November 2012
- Draft EIR – November 2012
- Public Review – December/January 2012
- Final Regional Plan – February 2013
- Final EIR – April/May 2013

What do the cities have to do now?

In order for the Draft Plan and Draft EIR to be completed, each participating city needs to identify its preliminary GHG reduction goal for 2020 and its tentative GHG reduction measures.

Does identification of a GHG Reduction Goal or GHG Reduction Measures in the Regional Plan represent a commitment of a city to reach the goal or implement the measures?

No. Only adoption of a goal or reduction measures by the decision-making body of a local city itself will make them mandatory.

What do the cities have to do later to Adopt a CAP?

Cities deciding to proceed with adopting a CAP will need to identify the implementing actions needed on the local level in order to implement the identified GHG reduction measures. Cities may desire to include a General Plan Amendment to incorporate a GHG reduction goal as part of the General Plan. In addition, cities may need to modify certain policies or goals in the General Plan to enable implementation of a CAP. Cities will also need to identify local responsible departments, monitoring, tracking, and adaption procedures for the CAP.

Can a city change their CAP later?

Yes. Each city CAP is entirely under the control and at the discretion of each local cities.

Who is funding the Plan?

The project is being co-financed by SANBAG and 21 participating cities who each contributed a pro-rata share of the contract funds.

Who can I contact for more information?

Steve Smith is the project manager for SANBAG. Questions about SANBAG's role in the project can be directed to him. His phone number is (909) 884-8276. His email is ssmith@sanbag.ca.gov

Rich Walter is the principal in charge for ICF for this project. Questions about the development of the GHG Inventory and Reduction Plan can be directed to him. His phone number is 510-290-1860. His email is Richard.Walter@icfi.com.

Mike Hendrix is the principal in charge for Atkins on this project. Questions about the EIR can be directed to him. His phone number is (909) 890-5951 . His email is michael.hendrix@atkinsglobal.com.

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: **10**

Date: September 5, 2012

Subject: San Bernardino County Transportation Analysis Model (SBTAM) Data Request Process

Recommendation:* 1) Receive information on the San Bernardino County Transportation Analysis Model Data Request Process, Data Request Form, and fee-for-service approach;

2) Approve SANBAG being reimbursed for costs for modeling services rendered to agencies and consulting firms, based on estimates to be provided by SANBAG on a project-by-project basis.

Background: The development of the San Bernardino County Transportation Analysis Model was completed in June 2012, in partnership with Southern California Association of Governments (SCAG). Highlights of the SBTAM validation process and 2035 traffic forecasts for San Bernardino County were presented to the Plans and Programs Committee in June, 2012, and at the July Board meeting.

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,

*

X	COG	X	CTC		CTA		SAFE	X	CMA

Check all that apply

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD1209b-ss
Attachments: BRD1209b1-ss; BRD1209b2-ss

Morongo Basin, and other Mountain/Desert subareas. Some of the anticipated uses of SBTAM include: highway design and environmental studies, traffic impact analysis reports for development projects, general plans, land use policy analysis, and subregional transportation studies. SBTAM will also be used for development of the County Transportation Plan, being initiated in Fiscal Year 2012-2013.

SANBAG staff has structured an approach to manage SBTAM and to provide access to the model by potential users. The overall approach has been discussed with the Transportation Technical Advisory Committee. 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 (those who have training and sufficient experience in travel demand modeling). SANBAG staff would also expect to perform basic model runs both for in-house use and for outside agencies. 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 served as the coordinating entity between traffic consultants, who desired model results, and SCAG, who performed model runs and was reimbursed by fees charged by SANBAG to the consultants. SCAG is no longer performing modeling runs with the subregional model, and that responsibility falls to SANBAG or its consultants, now that SBTAM is available.

The following steps are proposed to manage requests for SBTAM data/analysis and to guide the recovery of costs incurred through that process:

1. Agency or consultant fills out a Request for Model Data or Analysis Form (see Attachment 2) and submits to SANBAG.
2. SANBAG staff provides an estimate of cost to provide the requested information or indicates that it cannot fulfill the request. The cost will be based on estimated time and hourly rates for the applicable SANBAG staff. Hourly rates would be based on salary, fringe, and indirect costs. Based on past experience with SCAG, typical requests for model data and analysis for small projects could range from several hundred dollars at the low end to $2000 at the typical high end.
3. Agency signs the request form with cost estimate, if it wishes to proceed.
4. Agency provides full payment to SANBAG in the amount of the cost estimate before the results are released.

5. As an alternative, a qualified agency/consultant could request copies of the SBTAM modeling files and documentation and run the model on its own. Qualifications will be determined by SANBAG based on information submitted by the requesting agency. An estimated cost for this request, which includes accommodations for periodically updated network and growth forecast files, would be $500. This assumes approximately five hours of staff time for the original duplication of files and for anticipated support costs and periodic file updates. This amount may increase from time to time to reflect increases in SANBAG's cost of providing this service.
6. A new request must be provided for each individual project, even for agencies that have acquired the modeling files. Requiring a new request for each project will allow SANBAG to track transportation analysis activity in the County and ensure that the requesting agency has the most current master files. However, the estimate $500 fee for modeling files would not need to be paid for each project, but only when major new versions of SBTAM are released.

SANBAG staff will maintain a tracking system for model requests and for input received from model users that will be useful for updating/improving the operation of SBTAM. This is part of SANBAG's responsibility as the San Bernardino County Congestion Management Agency to maintain and/or oversee current and consistent travel demand forecasting models for use in the County. As such, SANBAG needs to serve as a clearinghouse of modeling information and activity for the range of transportation projects the agencies within the county undertake.

Financial Impact: This item is consistent with the approved Fiscal Year 2012/2013 SANBAG Budget, Task 0404, Subregional Transportation Planning.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on August 15, 2012. SANBAG General Counsel has approved this item as to form.

Responsible Staff: Steve Smith, Director of Planning

BRD1209b-ss
Attachments: BRD1209b1-ss; BRD1209b2-ss

ATTACHMENT 1 - DRAFT
Process for providing access to the San Bernardino County Transportation Analysis Model (SBTAM)
Prepared by
San Bernardino Associated Governments
August 7, 2012

Overall Principles of SBTAM Maintenance and Access:

- Provide easy, timely, and inexpensive access to SBTAM for planning and project work in San Bernardino 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.

Three Levels of Access

- Obtaining SBTAM outputs (no new modeling runs)
- Modeling requests processed by SANBAG (new modeling runs)
- Agency/consultant access to SBTAM files

Obtaining SBTAM outputs (with or without new modeling runs)

- Requesting agency will fill out SBTAM Request for Data or Analysis Form (see attached). 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); project information and modeling instructions (where new modeling runs are required); geographic area to be included; timeline by which the information is needed, etc.
- SANBAG staff will provide an estimate of cost to service the request and provide the estimate to the requesting agency
- Requesting agency will return the signed request form, committing to payment for the requested model output/services
- SANBAG may provide intermediate data for review by the requesting agency prior to the modeling runs, to ensure accuracy
- SANBAG will provide electronic output files (e.g. PDF files, loaded TransCAD networks, etc.) containing the requested results, 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 files

- Access to SBTAM modeling files 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 Data or Analysis Form. The 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; responsible modeler(s); responsible principal and contact information; office location(s) where the model will be used; and agreement to the Acknowledgments.

- An estimated cost for acquisition of modeling files, which includes accommodations for periodically updated network and growth forecast files is $500.
- Approval of the request will be by the SANBAG Director of Planning. SANBAG retains the right to approve or deny any request for use of model data.
- Requesting agency will receive files upon payment of the fee.
- Each additional project will require submission and approval of a separate request form. However, modeling files can be retained for the next project.
- Agencies/consultants may recommend changes to master network and TAZ data. SANBAG will maintain a log of the recommended changes, will review the changes, and will make appropriate changes to the SBTAM master files periodically.

San Bernardino County Transportation Analysis Model (SBTAM)

- Request for Model Data or Analysis from SANBAG -

Please email signed copy to Cameron Brown at SANBAG when completed: cbrown@sanbag.ca.gov. SANBAG will provide an estimate of cost for data or services and return to requesting agency. Agency will return signed form, with attached cost estimate, to SANBAG. Scanned copies are acceptable.

Date of request: _____

Name and Address of Agency Requesting Data ("Requesting Agency"): _____

_____

Name, Phone No., and Email Address of Contact Person: _____

_____

If requesting agency is consultant, list name of client, contact person, phone no., and email address:

_____

Jurisdiction(s) in which project is located: _____

Briefly describe the project and what you need from SANBAG or what you need SANBAG to do:

_____

_____

Describe Specific Data or Services Being Requested: List geographic area being covered, model year (2008 and/or 2035), time periods (e.g. daily, AM peak period, PM peak period), project-specific model runs, etc. Use additional pages if necessary, and attach backup information as appropriate:

_____

_____

Date by which information is needed: __/__/____ **What is the expected end date of project?:** __/__/____

If a full set of modeling files is being requested, what is the name, location, and email address of the Responsible Modeler? _____

Please attach resume of Responsible Modeler describing travel demand forecasting experience. Include experience with the SCAG regional model.

For SANBAG Use Only:
Date request was approved: _____ **Cost estimate, if any:** _____
Estimated completion date: _____
Date data were delivered: _____ **SBTAM version being used:** _____

BRD1209b2-ss

Attachment 2

AGREEMENT OF REQUESTING AGENCY FOR USE OF SBTAM

Requesting Agency understands and agrees that the extent to which modeling requests can be processed by SANBAG depends on the nature and timing of the request and the resources available at the time. SANBAG will inform the requestor if a cost-based fee is associated with the requested data or analysis and will provide an estimate of costs prior to the requesting agency signing this Agreement. The cost of a full SBTAM DVD set with all modeling files for both 2008 and 2035 will be established in the SBTAM Modeling Guidelines. Periodic updates of master files will be provided at no cost until a new version of SBTAM becomes available.

Requesting Agency agrees to the following:

1. **Model data will be used only for the project(s) listed on the request form.**
2. **Requesting agency agrees to pay the model data fee, if such fee is required, to SANBAG as a condition of receipt of the model data. SANBAG will not release the requested data if payment has not been received.**
3. **If the agency wishes to use model data for other projects, a separate request form will be required.**
4. **Requesting agency is responsible for reviewing model data and for proper application of model results for the specific application of SBTAM listed in this request. The agency agrees to bear the cost of updating SBTAM for its own purposes. While SANBAG endeavors to maintain current and accurate growth forecast and transportation data, requesting agency is ultimately responsible for ensuring the validity of the data and proper application of SBTAM, and SANBAG makes no representations or warranties as to SBTAM's or the SBTAM modeling fitness for a particular purpose.**
5. **Requesting agency shall not distribute SBTAM modeling files (excluding output files) to other parties or to offices not listed as requiring SBTAM access in the request form.**
6. **Requesting agency shall not perform modeling runs for third parties, except for those listed as clients above, without written consent from SANBAG.**
7. **Requesting agency will communicate to SANBAG at the completion of the modeling portion of its project, or at intermediate points as appropriate, any corrections or enhancements to the model network, socio-economic data, or other factors and data that will contribute to the improvement of SBTAM. SANBAG will review the proposed corrections or enhancements and make a determination regarding whether those changes should be incorporated into the master files. SANBAG will notify agencies on SANBAG's modeling contact list when updated versions of SBTAM files are available and what the revisions entail.**
8. **Requesting agency shall not use, release, reproduce, distribute, publish, adapt for future use or otherwise use the modeling information for the purposes not consistent with the terms of this Agreement, without the prior written permission of SANBAG.**
9. **SANBAG shall not be responsible for any damage or liability occurring by reason of anything done or omitted to be done under, or in connection with this Agreement. Requesting agency agrees to defend, indemnify and hold harmless SANBAG, its officers and employees, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses including attorney's fees ("Liabilities") arising out of or in any way connected with anything done or omitted to be done in connection with the Agreement or with the SBTAM, except for those Liabilities arising out of the sole negligence or willful misconduct of SANBAG.**
10. **Failure to use SBTAM modeling data consistent with the Agreement may result in the agency not receiving permission for use of SBTAM data for other projects.**

_____

Signature of Requesting Agency/Consultant Representative **Date:** _____

_____

Print Name

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: 11

Date: September 5, 2012

Subject: Southern California Association of Governments funding agreement for SANBAG participation in the Value Pricing Pilot Program

Recommendation:* Acting as the San Bernardino County Transportation Commission:

1) Approve Contract C13038 with the Southern California Association of Governments (SCAG) for SANBAG participation in the Value Pricing Pilot Program and for a SANBAG contribution of $68,400 toward funding of the Regional Express Lane Network Pre-Implementation Assistance portion of the project;

2) Approve an amendment to the SANBAG Fiscal Year 2012-2013 budget, increasing Task No. 0110 by $68,400 using Measure I 1990-2010 Transportation Management and Environmental Enhancement funds (Fund 4907) for a new total of $558,087.

Background: The Southern California Association of Governments (SCAG), in participation with the Federal Highway Administration (FHWA), the California Department of Transportation (Caltrans), the Los Angeles County Metropolitan Transportation Authority (Metro), the Orange County Transportation Authority (OCTA), the San Bernardino Associated Governments (SANBAG), and the Riverside County Transportation Commission (RCTC), is embarking on a project to provide pre-

*

	COG	X	CTC		CTA		SAFE		CMA

Check all that apply

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD1209c-ss
Attachments: C13038

implementation support for congestion management strategies in two project categories:

Category 1: Cordon/Area Pricing Pre-Implementation Assistance (City of Los Angeles)

Category 2: Regional Express Lane Network Pre-Implementation Assistance (Six-County SCAG Region)

SCAG, Caltrans, and Metro received a $3.2 million federal Value Pricing Pilot Program Grant Award in August 2011 to support pre-implementation activities related to the above categories. SCAG has already conducted concept development for congestion pricing options in the recently completed Express Travel Choices Study. This Value Pricing Pilot Program pre-implementation award is anticipated to support continued planning, engineering, market research and outreach work. It is being coordinated with on-going work by the County Transportation Commissions (CTCs).

The objective of the first project category is to define specific cordon/area pricing alternatives for downtown Los Angeles (or alternative locations) and the potential pricing and operating rules necessary for consistency with a regional system of express lanes. The objective of the second project category is to develop a concept of operations for a regional network of express lanes that addresses the operating, design, and policy issues of a regional system. Currently, a number of individual express lanes are being planned at the county or facility level in the SCAG region, including the work being conducted by SANBAG for the I-10 and I-15 corridors.

It should be noted that the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) contains an extensive network of future express toll lanes, including express lanes for I-10 and I-15. The express lane network was included in the RTP/SCS by SCAG as one of their regional initiatives. No policy decision on or commitment to express toll lanes has been made by SANBAG. Four contracts have been authorized by the SANBAG Board for project development work on I-10 and I-15 in San Bernardino County: I-10 Project Approval and Environmental Documentation; I-15 Project Study Report; I-10/I-15 Traffic and Revenue Studies; and Finacial Toll Feasibility Studies. The results of these projects will provide the SANBAG Board with information by which to make decisions on the preferred alternative for each corridor. A report on the progress of these efforts will be provided to the SANBAG Board this fall.

Participation in the SCAG study does not obligate SANBAG to any specific course of action regarding express lanes. SANBAG Board decisions will occur independently from the SCAG effort, based on the

data and analysis that is generated from SANBAG's own studies. However, if and when a regional network of express lanes is developed, there are many operating, design, and policy issues that will need to be resolved. Large express lane networks magnify the complexities of providing information to the drivers regarding whether they should choose to use the express lanes or mixed flow lanes in any given set of circumstances. Consistency is also needed in how drivers enter and exit from express lanes and the associated signing provided for drivers to make that choice.

The SCAG study will help the participating agencies to converge on a set of operating policies and information strategies that are implementable at a regional scale, in the event that the individual agencies choose to proceed with express lane projects.

The $68,400 funding contribution represents SANBAG's share of the portion of the grant that involves the express lane network (Category 2). Overall, a match of $800,000 is needed to support the $3.2 federal million grant. The express lane network portion of the grant represents 43 percent of the match amount and is being split five ways. SANBAG, OCTA, and RCTC are contributing equivalent amounts of $68,400 each, while Metro and SCAG will pay higher amounts totaling $297,400 each, due to the cordon area pricing component of the study exclusive to Los Angeles County.

The agreement with SCAG is attached. By providing a share of the local match for this study, SANBAG will continue to play a key role in providing input and guidance regarding the direction of SCAG's work effort.

Financial Impact: This item is not consistent with the SANBAG Fiscal Year 2012/2013 Budget, Task 0110, Regional Planning. A budget amendment is being requested with the agenda item to increase Measure I 1990-2010 Transportation Management and Environmental Enhancement funds (Fund 4907) by $68,400 for a new task total of $558,087.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on August 15, 2012. SANBAG General Counsel has approved the contract as to form.

Responsible Staff: Steve Smith, Director of Planning

BRD1209c-ss
Attachments: C13038

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CONTRACT SUMMARY SHEET

Contract No. C 13038 Amendment No. _____

By and Between

Southern California Association of Governments and San Bernardino Associated Governments

Contract Description Funding agreement for the SCAG Value Pricing Pilot Project pre-implementation support

Board of Director's Meeting Date: September 5, 2012
Overview of BOD Action: Approve Contract C13038 with SCAG for SANBAG participation in the Value Pricing Pilot Program and for a SANBAG contribution of $68,400 toward the match for the federal grant (SCAG agreement M-004-13)

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

CONTRACT OVERVIEW

Original Contract Amount	$	$68,400	**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	$	$68,400	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	$68,400

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
9/5/12	4/30/14	

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? $68,400 in MI 1990-2010 TMEE funds (4907), Task 0110 for FY 12/13.

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
$68,400 in MI 1990-2010 TMEE funds (4907), Task 0110.
☒ 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	8/8/12
Task Manager (Print Name)	Signature	Date
Steve Smith	Steve Smith	8/8/12
Project Manager (Print Name)	Signature	Date
Jeffery Hill		8/8/12
Contracts Administrator (Print Name)	Signature	Date
Leticia Lopez for William Stawarski	Leticia Lopez	8/8/12
Chief Financial Officer (Print Name)	Signature	Date

FUNDING AGREEMENT BY AND AMONG THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS, LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, ORANGE COUNTY TRANSPORTATION AUTHORITY, RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND SAN BERNARDINO ASSOCIATED GOVERNMENTS

This Funding Agreement # M-004-13, hereinafter referred to as "FA" or "Agreement", is entered into as of _____, 2012 by and among the Southern California Association of Governments ("SCAG"), the Los Angeles County Metropolitan Transportation Authority ("Metro"), the Orange County Transportation Authority ("OCTA"), the Riverside County Transportation Commission ("RCTC") and the San Bernardino Associated Governments ("SANBAG"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Section 1012(b) of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Public Law 102-240, as amended by section 1216(a) of the Transportation Equity Act for the 21st Century (TEA-21), and section 1604 (a) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA- LU"), Pub. L. 109-59 (August 10, 2005), establishes the Value Pricing Pilot Program, hereinafter referred to as the "Pilot Program," and permits the Federal Highway Administration ("FHWA") to allow the collection of tolls as part of a value pricing pilot program established under this section; and

WHEREAS, the overall objective of the pilot program is for the FHWA to support State and local governments or other public authorities to establish local value pricing pilot programs and to gather information about the role that various types of value pricing methods can play in improving the efficiency of transportation systems and in dealing with congestion, pollution, energy, and other problems related to automobile use in congested areas; and

WHEREAS, the FHWA published a notice on October 19, 2010 (75 Fed. Reg. 201) soliciting pilot program applications meeting certain guidelines set forth in that notice; and

WHEREAS, the California Department of Transportation ("CALTRANS"), pursuant to section 1012(b) of ISTEA, has requested that the FHWA enter into an agreement to support (1) a Regional Express Lane Network Pre-Implementation Project; and (2) a Cordon/Area Pricing Pre-implementation Project for Southern California, both of the above-referenced tasks described in Exhibit A, collectively referred to herein as the "Project" and incorporated herein by this reference; and

WHEREAS, FHWA determined the Project to be eligible for participation in the Pilot Program, as documented in the "Value Pricing Pilot Program FY 2010 Grant Award" dated August 18, 2011; and

WHEREAS, FHWA, CALTRANS and SCAG have entered into an agreement ("Cooperative Agreement") related to the Value Pricing Pilot Program FY 2010 Grant Award for the Project; and

WHEREAS, the Project will be administered by SCAG; and

WHEREAS, SCAG, and Metro, OCTA, RCTC and SANBAG (the latter also collectively referred to herein as the "CTCs") have a common interest in establishing the Project in order to gather information about the role that various types of pricing can play in improving the efficiency of transportation systems and in dealing with congestion, pollution, energy, and other problems related to automobile use in congested areas; and

WHEREAS, the purpose of this FA is for the CTCs to provide local, non-federal cash funds to SCAG, for SCAG to contribute funds, and to define the obligations of the Parties related to the retention of consultant(s) to perform the services related to the Project as described in Exhibit "A", using agency contributions identified in Exhibit "B" and in accordance with the terms and conditions of this FA; and

WHEREAS, the Parties are willing to undertake the obligations set forth herein.

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree 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 SERVICES

a. SCAG agrees to procure a consultant or consultants (the "Consultants") to perform the services required for the tasks described in the Statement of Work, attached hereto as Exhibit "A", and incorporated herein by this reference.

b. SCAG will procure Consultants to perform the Statement of Work through a competitive process. Subject to the execution of a valid, enforceable contract between SCAG and its Consultants and pursuant to the Cooperative Agreement, SCAG shall be responsible for managing the day-to-day operations of Consultants' activities in performing the Statement of Work. SCAG, in collaboration with the FHWA, CALTRANS, and the CTCs, shall be members of appropriate project management committees to oversee Consultants' progress and deliverables as described in Exhibit "A."

c. For purposes of this Agreement, SCAG designates the following Project Manager for this Project:

Annie Nam, Manager of Transportation Finance and Goods Movement
Southern California Association of Governments
818 West Seventh Street, 12th Floor
Los Angeles, CA 90017
(213) 236-1827

SCAG reserves the right to change this designation upon written notice to the CTCs.

d. SCAG's Project Manager shall approve all Consultants' invoices.

3. TERM

The term of this Agreement shall begin on the Effective Date of the Agreement and continue until April 30, 2014, hereinafter referred to as the "Completion Date." Services performed under this Agreement shall commence upon SCAG's Regional Council's authorization, approval and award of a contract to the designated Consultant and SCAG's issuance of a Notice to Proceed to the selected Consultants. The term may be extended subject to mutual agreement by the Parties.

4. PAYMENT

a. Except as expressly provided otherwise, each CTC shall provide the local, non-federal cash funds identified in Exhibit "B", to SCAG due and payable thirty (30) days after the execution of this Agreement. The payment shall reference Funding Agreement # M-004-13. SCAG shall also contribute the funds specified in Exhibit "B".

b. For Consultant services related to development of the Cordon/Area Pricing Pre-Implementation Project as described in Exhibit "A", Metro shall provide $229,000 of the funds identified in Exhibit "B", to SCAG.

c. For Consultant services related to development of the Regional Express Lane Network Pre-Implementation Project as described in Exhibit "A", Metro, OCTA, RCTC and SANBAG shall each provide $68,400 of the funds identified in Exhibit "B", to SCAG.

d. SCAG shall contribute $229,000 of the funds for the Cordon/Area Pricing Pre-Implementation Project and $68,400 of the funds for the Regional Express Lane Network Pre-Implementation Project, as specified in Exhibit "B".

e. SCAG shall maintain and account for the funds related to each Project separately.

f. SCAG shall reimburse the CTCs within thirty (30) calendar days written notice for any Consultants' costs disallowed by CALTRANS, which are disallowed as a result of SCAG's actions or omissions, as appropriate. SCAG shall return such funds to the appropriate CTCs in relative proportions to the amounts that were initially provided, as listed in Exhibit "B".

g. From the $800,000 provided by SCAG and the CTCs, as set forth in Exhibit "B", SCAG shall pay for all costs and expenses incurred by Consultants related to the Statement of Work described in Exhibit "A".

h. If any funds paid in advance by the CTCs are unspent upon the completion or termination of this FA, SCAG shall return such funds to the CTCs in the proportions listed in Exhibit "B" within thirty (30) calendar days of the completion or termination of the FA.

5. MUTUAL INDEMNIFICATION

a. Neither SCAG nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Metro, OCTA, RCTC, and SANBAG, either individually or collectively, by their officers, agents, employees, contractors and subcontractors in connection with this FA. SCAG shall indemnify, defend and hold Metro, OCTA, RCTC, and SANBAG, and their respective officers, agents and employers 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 SCAG or its officers, agents, employees, contractors or subcontractors in connection with this FA, including, without limitation, procurement and management of the Consultants.

b. Neither Metro, nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by SCAG, OCTA, RCTC, and SANBAG, and by its officers, agents, employees, contractors and subcontractors in connection with this FA. Metro shall indemnify, defend and hold SCAG, OCTA, RCTC and 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 Metro or its officers, agents, employees, contractors or subcontractors in connection with this FA.

c. Neither OCTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by SCAG, Metro, RCTC and SANBAG, either individually or collectively, by their officers, agents, employees, contractors and subcontractors in connection with this FA. OCTA shall indemnify, defend and hold SCAG, Metro, RCTC and SANBAG, and their respective officers, agents and employers 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 OCTA or its officers, agents, employees, contractors or subcontractors in connection with this FA.

d. Neither RCTC nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by SCAG, Metro, OCTA and SANBAG, either individually or collectively, by their officers, agents, employees, contractors and subcontractors in connection with this FA. RCTC shall indemnify, defend and hold SCAG, Metro, OCTA and SANBAG and their respective officers, agents and employers 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 RCTC or its officers, agents, employees, contractors or subcontractors in connection with this FA.

e. Neither SANBAG nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by SCAG, Metro, OCTA and RCTC, either individually or collectively, by their respective officers, agents, employees, contractors and subcontractors in connection with this FA. SANBAG shall indemnify, defend and hold SCAG, Metro, OCTA and RCTC 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 FA.

6. TERMINATION OF FUNDING AGREEMENT

If through any cause, any CTC fails to fulfill in a timely and proper manner its obligations under this FA, or violates any of the terms or conditions of this FA or applicable Federal or State laws and regulations, SCAG may terminate this FA upon thirty (30) calendar days written notice to each CTC by SCAG. If through any cause, SCAG fails to fulfill in a timely and proper manner its obligations under this FA, or violates any of the terms or conditions of this FA or applicable Federal or State laws and regulations, any CTC may withdraw from this FA upon thirty (30) calendar days written notice to the other CTCs and SCAG. In the event that this FA is terminated or if any CTC withdraws as specified in the foregoing sentence, the Parties shall enter into negotiations to reach an agreement that shall address whether to terminate or amend the Consultants' contract(s) and the allocation of such amendment costs and/or savings and/or termination costs among the Parties to this FA. Regardless of whether an agreement is reached, in the event SCAG terminates the Consultants' contract, SCAG and the CTCs agree 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, and not to exceed the funding commitments set forth herein. If a party hereto withdraws from this FA, the payment obligations of the withdrawing party shall terminate as of the effective date of the withdrawal, and the withdrawing party shall be entitled to a refund of unspent funds provided by such party. No such withdrawal shall affect the right of the withdrawing party to any refund of funds paid hereunder pursuant to the terms of this FA.

7. MISCELLANEOUS

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

b. This FA shall be construed and interpreted under the laws of the State of California.

c. In the event any part of this FA 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 FA and the remaining provisions shall continue in full force without being impaired or invalidated in any way.

d. No party may assign this FA or any part hereof, without written consent and prior approval of the other party's authorized representative, and any assignment without said consent shall be void and unenforceable.

e. No amendment, modification, alteration or variation of the terms of this FA shall be valid unless made in writing and signed by authorized representatives for the Parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties thereto.

f. The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assignees.

g. Time is of the essence for each and every provision of this FA.

h. All Parties fully participated in drafting this FA.

i. Notices: Any notice required or permitted under this FA, shall be in writing and shall be deemed served if sent by registered mail addressed as follows, unless otherwise notified in writing of a change of address:

To SCAG: **Mr. Hasan Ikhrata**
Executive Director
Southern California Association of Governments
818 West Seventh St., 12th Floor
Los Angeles, CA 90017-3435

To Metro: **Mr. Arthur T. Leahy**
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012

To OCTA: **Mr. Will Kempton**

Chief Executive Officer
Orange County Transportation Authority
550 South Main St.
Orange, CA 92868

To RCTC: **Ms. Anne Mayer**
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

To SANBAG: **Mr. Raymond Wolfe**
Executive Director
San Bernardino Associated Governments
472 N. Arrowhead Ave.
San Bernardino, CA 92401

j. Each party to this FA represents and warrants to the other Parties that it is authorized to execute, deliver and perform this FA, and the terms and conditions hereof are valid and binding obligations of the party making this representation.

k. SCAG staff and Consultants shall be independent contractors in the performance resulting from this Agreement, and shall not be considered officers, employees, contractors or agents of the CTCs.

l. SCAG shall maintain complete and accurate records with respect to all funds received from CTCs, costs and expenses incurred, and disbursements made to Consultants under this FA. All such records shall be clearly identifiable. SCAG shall allow a representative of each CTC during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this FA. SCAG shall allow inspection of all work, data, documents, proceedings, and activities related to the FA for a period of three (3) years from the Completion Date.

m. Any contract between SCAG and Consultants related to the Project shall include language that provides SCAG with ownership rights to copy, use, modify and reuse any and all plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultants related to Project ("Documents and Data"). Upon written request to SCAG, a party hereunder shall have the right to access, copy, use, modify and reuse any Documents and Data funded by such party; provided that in such event, SCAG shall have no legal liability for any modifications made by said party to the Documents and Data.

n. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this FA shall survive any such expiration or termination.

o. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

p. This FA may be signed in counterparts, each of which shall constitute an original.

q. The Effective Date of this FA shall be the date in which the last of the Parties executes the document.

[Signature Pages follow.]

IN WITNESS WHEREOF, the Parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

By:_____
Hasan Ikhrata
Executive Director

Date:_____

APPROVED AS TO FORM:

By:_____
Joann Africa
Chief Counsel

LOS ANGELES COUNTY METROPOLITANTRANSPORTATION AUTHORITY

By:_____
Arthur T. Leahy
Chief Executive Officer

Date:_____

APPROVED AS TO FORM:

By:_____
County Counsel

ORANGE COUNTY TRANSPORTATION AUTHORITY

By:_____
Will Kempton
Chief Executive Officer

Date:_____

APPROVED AS TO FORM:

By:_____
General Counsel

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By:_____
Anne Mayer, Executive Director

Date:_____

APPROVED AS TO FORM:

By:_____
Best Best & Krieger LLP
Legal Counsel

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By:_____
Janice Rutherford, President
SANBAG Board

Date:_____

APPROVED AS TO FORM:

By:_____
Eileen Monaghan Teichert
General Counsel

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: 12

Date: September 5, 2012

Subject: Qualifying Projects in the City of Barstow as Eligible Under Measure I

Recommendation:* Authorize the Executive Director to sign a letter confirming that projects in the City of Barstow's Pavement Management System report are eligible projects for Measure I Local Streets funds and that such funds may be used to pay financing costs of the projects through the California Statewide Communities Development Authority Total Road Improvement Program (TRIP).

Background: The City of Barstow has identified an extensive local street improvement program through a Pavement Management System. The Pavement Management System has identified 37.42 miles of streets that require some level of reconstruction. Rather than incrementally make the street repairs and improvements over an extended period of time, the City of Barstow would like to finance the improvements so more of these critical improvements can be made at one time to take advantage of low bid prices and economies of scale.

Barstow is proposing to use its Measure I Local Streets allocation as the source of the payments for the debt service for the financing. As long as the projects being financed meet the Measure I Local Streets guidelines, then the Measure I Strategic Plan allows cities to use their Local Streets allocation to pay for financing costs.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1209f-dab

SANBAG staff has reviewed the proposed projects listed in the Pavement Management System and finds that they are all allowable under the Measure I strategic plan. For this reason, staff is requesting that the Executive Director be authorized to sign a letter confirming that the projects in the Pavement Management System report are eligible projects for Measure I Local Streets funds and that such funds may be used to pay financing costs of the projects through the California Statewide Communities Development Authority Total Road Improvement Program (TRIP).

Financial Impact: This item is consistent with the adopted SANBAG budget. Measure I Local Streets funds are passed directly through to each agency and Barstow's use of their funds will not impact any other SANBAG funds.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item as to form.

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

BRD1209f-dab

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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: 13

Date: September 5, 2012

Subject: Allocation of Funds to Morongo Basin Subarea Projects

Recommendation:* Allocate the following funds:

1. $300,000 in Morongo Basin Major Local Highways Program (MLHP) funds to the City of Twentynine Palms for State Route (SR) 62 from Canyon to Sunrise Road.

2. $225,000 in Morongo Basin MLHP funds to the Town of Yucca Valley for SR-62 from Apache to Palm and SR-62 from LaHonda Way to Dumosa Ave.

3. $1,500,720 in State Local Partnership Program (SLPP) funds to the Town of Yucca Valley for SR-62 from Apache to Palm and SR-62 from LaHonda Way to Dumosa Ave.

4. $50,000 in Morongo Basin Project Delivery and Transportation Management Systems (PD/TMS) funds to San Bernardino County for Preliminary Engineering of Lear Ave from Montezuma Dr. to Pole Line Rd.

Background: **MLHP Funding** The strategic plan for Measure I 2010-2040 created a process for identifying project priorities in the Rural Mountain/Desert Subareas to be funded by the 25% portion of Measure I known as the Major Local Highways Program (MLHP). These project priorities are to be used by the Mountain/Desert Committee and the SANBAG Board of Directors to make allocation decisions.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1209g-dab

The Rural Mountain/Desert subarea allocations of MLHP funds are made on a case by case basis. The allocations to each jurisdiction are subject to geographic equity throughout the subarea. Funded projects are to be from a candidate project list developed by transportation planning partners in the subarea, should serve to maximize leveraging of private, local, Federal and State Dollars, and shall be made with the objective to deliver projects at the earliest possible date.

In September 2009, representatives of all agencies in the Morongo Basin subarea met and nominated projects to be eligible for Major Local Highway Program funds. The City of Twentynine Palms requested funds to be used as the City's match for a Caltrans project, SR-62 from Easy to Sunrise. The Town of Yucca Valley requested funds for two projects, SR-62 from Apache to Palm and SR-62 from West Town Limits to Airway. San Bernardino County requested funds for the Rotary Way Traffic Signal.

On January 11, 2012, the City of Twentynine Palms formally requested MLHP funds for the widening of SR-62 from Canyon to Sunrise Road (a project previously approved by the Subarea as SR-62 from Easy to Sunrise).

On June 28, 2012, the Town of Yucca Valley formally requested MLHP funds for two projects: SR-62 from Apache to Palm and SR-62 from Kickapoo Trail to Dumosa Avenue (a project previously approved by the subarea as SR-62/LaHonda to Dumosa). On July 30, 2012, the Town corrected the project name to SR-62 LaHonda to Dumosa.

PD/TMS Funding The strategic plan for Measure I 2010-2040 created a process for identifying project priorities in the Rural Mountain/Desert Subareas to be funded by the 2% portion of Measure I known as the Project Development/Traffic Management Systems Projects fund. These project priorities are to be used by the Mountain/Desert Committee and the SANBAG Board of Directors to make allocation decisions.

The funds are to be used as "seed money" to support planning and creation of long-term or permanent transportation management programs or advance project development planning for projects of significance to the subarea. This program is used to fund projects including but not limited to corridor studies, project study reports, projects to improve traffic flow and maximize use of traffic facilities.

In November, 2011, Jim Harris, the SANBAG representative from the City of Twentynine Palms, first discussed with staff the request from the Marine Corps Air Ground Combat Center for the paving of Lear Avenue up to the western gate to provide an additional entrance to the military base.

On May 24, 2012 San Bernardino County provided SANBAG with a request for Project Development/Traffic Management System (PD/TMS) funds needed for preliminary engineering for Lear Avenue/Montezuma Drive to Pole Line Road Roadway Improvements. This project may be eligible for a grant from the Defense Department Access Road Program and once the design has been completed, the County will seek Federal Funds for construction in cooperation with the base.

SLPP Funding On January 5, 2011, the Board of Directors approved Policy 35000, Allocation of Proposition 1B State-Local Partnership Program (SLPP) Funds. A subsequent determination based on the policy's formula of 50% population/50% centerline miles indicated that the Morongo Basin subarea would receive approximately $2.79 million in SLPP funds.

On June 28, 2012, the Town of Yucca Valley formally requested SLPP funds for two projects: SR-62 from Apache to Palm and SR-62 from Kickapoo Trail to Dumosa Avenue.

Morongo Basin Subarea Meeting On July 30, 2012, representatives from each Agency in the Morongo Basin met to discuss the priority list for the subarea. The four projects recommended for funding allocations for 2012-2013 are the four projects listed above in the recommendation.

Financial Impact: There is no financial impact at this time. A recommendation will be made to the Mountain/Desert Committee in September for approval of Funding Agreements and the necessary Budget Amendments.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item as to form.

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: 14

Date: September 5, 2012

Subject: Local Stimulus Program Procedural Exception

Recommendation:* Acting as the County Transportation Authority, approve an exception to the Local Stimulus Program procedures to allow SANBAG to use the Local Stimulus Program funds allocated to the City of Colton to offset SANBAG invoices for the City's contribution to the Laurel Street Grade Separation Project.

Background: The Local Stimulus Program was originally approved by the Board of Directors in July 2009. In September 2009, the Board approved the Local Stimulus Program Reimbursement Procedure, which stated that the funds would be paid to each agency on a reimbursement basis.

The procedures for the Local Stimulus Program also included the understanding that if the approved project was on the Nexus Study, the funds would be used to buy down the total cost of the project for purposes of calculating the development share for that project.

In early 2012, the City of Colton requested that their city's Local Stimulus Program project be changed to the Laurel Street Grade Separation Project. The City's allocation of $732,660.37 in Measure I Local Stimulus Program funds was moved to the project.

On June 4, 2012, SANBAG, as the lead agency for the Laurel Street Grade Separation Project, submitted an invoice to the City of Colton in the amount of $220,415.36 for the PA/ED and PS&E phases. An additional invoice for the City's share of the Right-of-Way phase will be submitted in the next few months.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1209d-dab

On July 23, 2012, a verbal request came from the City of Colton asking that SANBAG use the Local Stimulus Program funds to offset Invoice No. 884-C11001-2217778 in the amount of $220,415.36. Also requested was that the remaining Local Stimulus Program funds for the City be applied to offset future SANBAG invoices issued for the Laurel Street Grade Separation project.

Using this "offset" procedure is administratively more efficient for both organizations. This offset procedure eliminates the need for: (1) the City of Colton to issue a check to SANBAG for its share of the Project's costs and then request then SANBAG reimburse Colton for these costs from the Local Stimulus Program funds; and (2) SANBAG to issue the reimbursement check to Colton.

Financial Impact: There is no impact on the budget as this item has already been approved as part of the Fiscal Year 2012/2013 budget and is consistent with those prior approvals.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on August 9, 2012. SANBAG General Counsel has approved this item as to form.

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

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San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 15

Date: September 5, 2012

Subject: Amendment No. 1 to the Trade Corridors Improvement Fund (TCIF) Baseline Agreement C09019 for Lenwood Road Grade Separation Project

Recommendation:* 1. Approve Amendment No. 1 to Contract C09019 for the Trade Corridors Improvement Fund Baseline Agreement for Lenwood Road Grade Separation Project.

2. Authorize the Executive Director to execute Amendment No. 1, including technical and administrative changes that may be necessary, following California Transportation Commission staff review. Should any policy issues arise from such changes, the Executive Director will consult with Board Officers.

Background: On September 3, 2008, the SANBAG Board approved TCIF Baseline Agreement C09019 for the Lenwood Road Grade Separation Project. The TCIF program guidelines require an amendment to the Project Baseline Agreement should the funding arrangements, delivery schedule, scope, and expected performance benefits be modified. This amendment changes the delivery schedule and updates the total project cost per the updated project funding plan approved by the SANBAG Board in October 2011.

At the time the original baseline agreement was executed, the project was in the preliminary project development phase with an estimated total project cost of $25,075,000. Subsequently, the Project Approval and

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1209a-pc
Attachment: C09019-01

Environmental Document (PA&ED) phase was completed in July 2011, with a preferred design alternative and an updated total project cost of $31,501,000. The majority of the cost increase is due to the additional Right-of-Way (ROW) required for the project. The total project cost increased from an original estimate of $25M to today's estimate of $31.5M based on the current plans that provide for a temporary bypass during construction and two roadway dedications that will provide permanent access to several of the properties.

The delay of the project delivery schedule is due to the additional time required for approval of the environmental document as well as time spent seeking federal fund obligation for the ROW phase. The Congestion Mitigation and Air Quality (CMAQ) funds were not eligible for this project because Lenwood Road is being widened to four lanes, thus increasing capacity. SANBAG located Surface Transportation Program (STP) funds to replace the CMAQ funds for ROW. The STP funds will also replace a portion of the Measure I Local funds for construction.

Although the construction start date suffered a 13 month delay, the project management team has scheduled the construction award date on the milestone schedule at June 2013, which will assure us that the project will begin construction prior to the TCIF construction contract execution deadline of December 2013. The construction completion date is scheduled for May 2015.

SANBAG staff is recommending approval of this TCIF Baseline Agreement amendment, as attached, with changes in total project cost and project schedule.

Financial Impact: This item is consistent with the approved Fiscal Year 2012/2013 Budget, Task No. 0881.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the Amendment.

Responsible Staff: Andrea Zureick, Director, Fund Administration and Programming

BRD1209a-pc
Attachment: C09019-01

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 09019 Amendment No. 01

By and Between

California Transportation Commission, Caltrans, City of Barstow and SANBAG

Contract Description Baseline agreement serve as a general scope benefit project sponsor agreement. Final funding contribution will be determined by co-op agreements for each phase.

Board of Director's Meeting Date: 9/5/2012

Overview of BOD Action: Approve Amendment #1 to TCIF Baseline Agreement for Lenwood RoadGrade Separation Project C09019-01

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

CONTRACT OVERVIEW

Original Contract Amount	$	0	**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	$	0	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	0

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
12/1/2008		

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

FINANCIAL INFORMATION

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

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

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

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

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

Andrea Zureick Task Manager (Print Name)	Andrea Zureick Signature	8/8/12 Date
PHILIP CHU Project Manager (Print Name)	 Signature	8/8/12 Date
Jeffery Hill Contracts Manager (Print Name)	 Signature	8/8/12 Date
Hilda Flores for Bill Stawarski Chief Financial Officer Signature (Print Name)	Hilda Flores Signature	8/8/12 Date

C09019-01

TRADE CORRIDORS IMPROVEMENT FUND
PROJECT BASELINE AGREEMENT AMENDMENT #1

On _____, with CTC Resolution TCIF _____, attached hereto for reference, the California Transportation Commission approved a TCIF Program Amendment to revise fund programming and project schedule of TCIF Project: the Lenwood Road Grade Separation Project.

The Project Baseline Agreement provision for the Lenwood Road Grade Separation Project, effective on _____, _____, made by and between the California Transportation Commission, the California Department of Transportation, the City of Barstow, and San Bernardino Associated Governments remain in effect except for the following sections:

4.1 Project Schedule and Cost
See Project Programming Request Form, attached as Exhibit A.

_____
California Department of Transportation
Malcolm Dougherty, Director

_____
California Transportation Commission
Bimla Rhinehart, Executive Director

_____
City of Barstow
Curt Mitchell, City Manager

_____
San Bernardino Associated Governments
Raymond Wolfe, Executive Director

APPROVED TO AS FORM:

_____
Eileen Monaghan Teichert, SANBAG General Counsel

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

Print

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 6/11)

General Instructions

☐ New Project ☑ Amendment (Existing Project) | Date: 08/06/12

District	EA	Project ID	PPNO	MPO ID	TCRP No.
8	0G0534		1135	200622	

County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency	
SBD				San Bernardino Associated Governments (SANBAG)	
				MPO	Element
				SCAG	LA

Project Mgr/Contact	Phone	E-mail Address
Barbara Fortman	909-884-8276	bfortman@sanbag.ca.gov

Project Title

Lenwood Road Railroad Grade Separation

Location, Project Limits, Description, Scope of Work, Legislative Description

In the city of Barstow. Construct a grade separation for BNSF lines at Lenwood Road (TCIF 64).

Component	Implementing Agency	Reimbursements
PA&ED	Barstow, City of	
PS&E	Barstow, City of	
Right of Way	SANBAG	
Construction	SANBAG	

Legislative Districts

Assembly:	34	Senate:	18
Congressional:	25		

Purpose and Need

Lenwoord Road is a major north/south arterial through the City of Barstow that crosses both I-15 and SR-58 and carries approximately 4,200 vehicles per day. Because of Barstow's strategic location at the intersection of these two facilities, the area adjacent to Lenwood Road is increasingly being developed as warehouse and distribution centers. Lenwood Road is the primary point of access for these facilities. Currently, truck traffic travels 8 miles out of the way to avoid the Lenwood Road at gradecrossing due to the unreliability of access. An estimated 94 freight trains and two passenger trains cross Lenwood Road daily, creating substantial traffic delays and providing a physical impediment to emergency resonse service and

Project Benefits

Project Milestone	Existing	Proposed
Project Study Report Approved		
Begin Environmental (PA&ED) Phase	10/01/08	
Circulate Draft Environmental Document (Document Type: ND/CE)	04/01/10	
Draft Project Report	06/01/08	
End Environmental Phase (PA&ED Milestone)	10/01/10	
Begin Design (PS&E) Phase	01/01/11	08/19/10
End Design Phase (Ready to List for Advertisement Milestone)	01/01/12	09/01/12
Begin Right of Way Phase	10/01/10	07/28/11
End Right of Way Phase (Right of Way Certification Milestone)	12/01/11	04/19/13
Begin Construction Phase (Contract Award Milestone)	04/01/12	06/15/13
End Construction Phase (Construction Contract Acceptance Milestone)	09/01/13	05/30/15
Begin Closeout Phase	09/01/13	06/01/15
End Closeout Phase (Closeout Report)	12/01/13	12/01/15

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 6/11)

Date: 08/06/12

District	County	Route	EA	Project ID	PPNO	TCRP No.
8	SBD		0G0534		1135	
Project Title:	Lenwood Road Railroad Grade Separation					

Existing Total Project Cost									Implementing Agency
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	
E&P (PA&ED)									Barstow, City of
PS&E	2,760							2,760	Barstow, City of
R/W SUP (CT)									
CON SUP (CT)									
R/W		743						743	SANBAG
CON			21,572					21,572	SANBAG
TOTAL	2,760	743	21,572					25,075	
Proposed Total Project Cost									
E&P (PA&ED)									
PS&E	4,409							4,409	
R/W SUP (CT)									
CON SUP (CT)									
R/W			4,792					4,792	
CON				22,300				22,300	
TOTAL	4,409		4,792	22,300				31,501	

Fund No. 1:	State Bond - Trade Corridor Program (TCIF)							Program Code
Existing Funding								20.XX.723.000
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									Caltrans
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			6,694					6,694	
TOTAL			6,694					6,694	
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON				6,694				6,694	
TOTAL				6,694				6,694	

Fund No. 2:	Demo - High Priority Projects Program (DEMO-ST)							Program Code
Existing Funding								20.30.010.680
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									Barstow, City of
PS&E	1,200							1,200	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	1,200							1,200	
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON				1,200				1,200	
TOTAL				1,200				1,200	

Fund No. 3:	RSTP - STP Local Regional (STPL-R)								Program Code
Existing Funding									20.30.010.810
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									San Bernardino Associated Gov
PS&E	354							354	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	354							354	
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W			3,450					3,450	
CON				8,839				8,839	
TOTAL			3,450	8,839				12,289	

Fund No. 4:	Local Funds - Local Transportation Funds (LTF)								Program Code
Existing Funding									20.10.400.100
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									Barstow , City of
PS&E	1,206							1,206	
R/W SUP (CT)									
CON SUP (CT)									
R/W		743						743	
CON			14,878					14,878	
TOTAL	1,206	743	14,878					16,827	
Proposed Funding									Notes
E&P (PA&ED)									
PS&E	974							974	
R/W SUP (CT)									
CON SUP (CT)									
R/W			885					885	
CON				142				142	
TOTAL	974		885	142				2,001	

Fund No. 5:	SANBAG Measure I								Program Code
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									SANBAG
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									SANBAG Measure I
PS&E	935							935	
R/W SUP (CT)									
CON SUP (CT)									
R/W			457					457	
CON				2,161				2,161	
TOTAL	935		457	2,161				3,553	

Fund No. 6:	Railroad- BNSF								Program Code
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									RR-BNSF
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									RR BNSF
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON				1,103				1,103	
TOTAL				1,103				1,103	

Fund No. 7:	State Prop 1B- SLPP								Program Code
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									Prop 1B- SLPP
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON				2,161				2,161	
TOTAL				2,161				2,161	

Fund No. 8:	County of San Bernardino- Local								Program Code
Existing Funding									
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									County of SBD
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									County of San Bernardino
PS&E	2,500							2,500	Local
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL	2,500							2,500	

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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: **16**

Date: September 5, 2012

Subject: Legislative Update

Recommendation:* Receive update and legislative bill matrix

Background: The Legislature reconvened on August 6th and fiscal committees met. Bills that passed out of fiscal committees have moved to the opposite house for floor votes. Since August's Administrative Committee, the status of bills SANBAG has taken a position on are:

a) **AB 441 (Monning) – Health**
Senate Floor
b) **AB 890 (Olsen & Perea) – CEQA**
Inactive File
c) **AB 1600 (Torres) – Gold Line**
Governor's Desk
d) **AB 1665 (Galgiani) – CEQA**
Governor's Desk
e) **AB 1780 (Bonilla) – PIDs**
Dead
f) **SB 446 (Dutton) – ONT Airport**
Dead

August 31st will be the last day for each house to pass bills before Final Recess begins. The Governor will have until September 30th to sign or veto any bills

*

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.

BRD1209a-eh
Attachment: BRD1209a1-eh

passed by the Legislature. Attached, please find an updated bill matrix that reflects bill locations as of Friday, August 24, 2012. Congress is on recess until September 7th.

Financial Impact: This item has no impact to the FY 2012/2013 SANBAG Budget.

Reviewed By: This item was received by the Administrative Committee on August 8, 2012.

Responsible Staff: Eric Haley, Acting Director, Legislative Affairs

Bill	Issue	Summary	Recommended Position	Platform	Known Support/Opposition	Position Taken
Bills that have been to a SANBAG Board						
AB 441 (Monning) Senate Floor	Health	This bill requires the Governor's Office of Planning and Research to voluntarily develop guidelines for local and regional agencies to incorporate health issues into local or regional general plans and requires the CTC to include health issues in guidelines circulated by the CTC for the preparation of regional transportation plans.	Oppose	SANBAG supports budget and CTC allocations to fully fund projects for San Bernardino County included in the State Transportation Improvement Program, State Highway Operation and Protection Program, and the Measure I Expenditure Plan.	Support: California Pan-Ethnic Health Network & AQMD	Approved 5/2/2012
AB 890 (Olsen & Perea) Inactive File	CEQA	This bill, until January 1, 2016, would exempt city roadway improvement projects from the requirements of the California Environmental Quality Act (CEQA) if the project is within the existing right-of-way.	Support	SANBAG will advocate for reforms to ensure projects are delivered faster with more coordination.	Support: CSAC, League of California Cities Opposition: The Planning and Conservation League & Sierra Club CA	Approved 5/2/2012
AB 1600 (Torres) Governors Desk	Gold Line	Extends Metro Gold Line Foothill Extension Construction Authority's light rail project to include the City of Montclair; and requires the Los Angeles County Metropolitan Transportation Authority (LAMTA) to assume responsibility for operation of all completed phases of the Gold Line.	Support w/ Amendments	SANBAG will advocate for high speed, and higher speed rail investment in San Bernardino County and connectivity with local and regional transit.	Support: City of Montclair, City of Ontario, County of San Bernardino, LAMTA	Approved 5/2/2012

Bill	Issue	Summary	Recommended Position	Platform	Known Support/Opposition	Position Taken
AB 1665 (Galgiani) Governors Desk	CEQA	Specifies that CEQA does not apply to the closure of a railroad grade crossing by order of the PUC when the PUC has found the crossing to present a threat to public safety.	Support	SANBAG will advocate for a safe, funded, and growing rail system in Southern California.	Support: PUC (sponsor), American Council of Engineering Companies of CA & CA State Council of Laborers	Approved 6/6/12
AB 1780 (Bonilla) Dead	PIDs	This bill amends Caltrans protocols for conducting project study reports (PSR) for transportation projects on the state highway system and assigns cost-sharing responsibilities for the completion of PSR's. This bill assigns Caltrans with the responsibility to develop PIDs and to pay for costs to review and approve those locally-produced PIDs for projects on the state highway system that are in established programming documents. For all other projects, Caltrans's costs for review and approval of the PIDs are to be paid by the entity performing the work.	Support	SANBAG will advocate for reforms to ensure projects are delivered faster with more coordination.	Support: Self-Help Counties Coalition (sponsor) & Santa Clara Valley Transportation Authority	Approved 6/6/12
SB 446 (Dutton) Dead	ONT Airport	Local control of ONT Airport.	Support	Support local control of the Ontario International Airport in recognition of its goods movement and passenger impacts on San Bernardino County.	Support: City on Ontario (sponsor), County of San Bernardino…	Approved 5/1/2011

Bill	Issue	Summary	Recommended Position	Platform	Known Support/Opposition	Position Taken
Bills being reviewed						
AB 2405 (Blumenfield) Assembly for concurrence	HOT Lanes	Exempts qualifying clean alternative fuel vehicles from toll charges imposed on single-occupant vehicles in HOT lanes, unless prohibited by federal law. The bill specifically provides that this exemption does not apply to the imposition of tolls on toll roads, toll highways, or toll bridges.	Tracking	Not Applicable	Support: AQMD, CA Natural Gas Vehicle Coalition, CA Electric Transportation Coalition, CALSTART & Clean Energy Opposed: RCTC, CTA & American Council of Engineering Companies	
SB 1003 (Yee) Governors Desk	Brown Act	Amends the Brown Act to specify that a district attorney or any interested person may commence an action by mandamus, injunction, or declaratory relief to determine whether the Brown Act applies to a local legislative body's past actions, as well as threatened future actions. The bill establishes a procedure for filing an action, limiting filings for past actions to one year, requiring a letter be submitted to the local agency setting forth the alleged violation, and allowing the local agency 30 days to respond prior to proceeding with a legal action.	Tracking	Not Applicable	Opposed: CSAC & Regional Council of Rural Counties	

Bill	Issue	Summary	Recommended Position	Platform	Known Support/Opposition	Position Taken
SB 1117 (Desaulnier) Assembly Floor	Rail	This bill places new responsibility on the CTC to provide state overview of all rail operations through a new expanded rail plan. Caltrans would continue to do the actual support work, with policy guidance and approval by the CTC. Currently the CTC relies on Caltrans to prepare its various documents; this has allowed the CTC to maintain a small staff that focuses on the needs of the commissioners to address transportation policy issues, without the inevitable distractions of managing a large staff. This bill is silent on where the responsibility rests for preparing the rail transportation plan.	Tracking	Support equitable distribution of the funding for bus and rail services in California.	Support: Sen. Desaulnier (Sponsor)	
SB 1151 (Steinberg) Dead	RDA	The bill requires joint powers authorities to develop Long Range Asset Management Plans to maximize the social and economic value of the former redevelopment agency assets for the public sector. The plans would include detailed valuation and environmental contamination information on a parcel-by-parcel basis and facilitate the integration of properties into local land use plans. The bill authorizes the use of the trust funds to finance public and private infrastructure needed for infill development.	Tracking	Support continued regional decision making governing the use of all current funding sources.	Support: BRIDGE Housing, California Infill Builders Association, California Labor Federation, CSAC, DMB Pacific Ventures, Los Angeles Alliance for a New Economy & Mission Bay Development Group. CSAC is "Supporting w/ Amendments"	

Bill	Issue	Summary	Recommended Position	Platform	Known Support/Opposition	Position Taken
ACA 23 (Perea) Assembly Floor	Voting Requirement	Would change the vote requirement for local transportation taxes from 2/3 to 55% of the voters within the jurisdiction. This would apply to cities, counties and special districts. As for taxes, it does not specify, other than to exclude sales taxes on property sales. Any tax authority granted to a local government would be eligible under this measure to be approved under the 55%.	Tracking	Not Applicable	Support: League of Cities	

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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: 17

Date: August 8, 2012

Subject: Inland Empire Annual Survey

Recommendation:* Based on discussions with SANBAG's Executive Staff and acknowledgement that the survey results are not being utilized by staff, it is recommended that SANBAG discontinue its $20,000 annual sponsorship of the Inland Empire Annual Survey conducted by California State University San Bernardino (CSUSB) Institute of Applied Research and Policy Analysis.

Background: Since 1997, as part of SANBAG's role as a Council of Governments (COG), SANBAG has helped sponsor an annual survey about quality of life and transportation issues in San Bernardino County. The 15th Annual Inland Empire Survey was conducted in 2012 by the CSUSB Institute of Applied Research and Policy Analysis and the report summary was presented to the SANBAG Board of Directors at their June 6, 2012, meeting. Dr. Barbara Sirotnik of CSUSB presented results from the 15th Annual Inland Empire Survey as a means to provide information to public and private sector decision-makers.

The survey spans subject matter ranging from public sentiment on issues in the county, to driving information for daily commuters. Of the 66 questions in the 2012 survey, SANBAG sponsored 20 questions that were custom-created to address topics of current concern to SANBAG. The development of the 2012

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1209a-jed
Attachment:
BRD1209a1-jed

questions involved several members of the SANBAG Board, along with several SANBAG staff. Special efforts were taken to incorporate elements of the Countywide Vision Project.

In previous years, SANBAG developed a variety of questions related to transportation in the county, housing choices, lifestyle habits, vehicle choices, and other topics. During SANBAG's efforts to renew Measure I for 30 years (2010-2040), the questions were specifically crafted to provide insight into public support of these transportation funding efforts.

The general purpose of the annual survey has been to produce information for both public and private sector decision-makers by measuring:

- Public optimism or skepticism regarding the regional economy, personal economic well-being, and employment issues;
- Information relative to the Countywide Vision Project Elements currently under analysis;
- Commuting distances and destinations for employed county residents;
- Lifestyle choices as they may pertain to transportation planning;
- Public perception of key policy issues and the quality of public services in the Inland Empire;
- Customized transportation-related questions for the current times and economic conditions;
- Demographic characteristics of the public that have important policy implications, as well as views on amenities like shopping, educational opportunities, entertainment, and recreation; and
- Statistical differences between subareas of San Bernardino County.

However, since the survey results are not used by SANBAG staff, continuance of this sponsorship is now being reconsidered.

Following are two alternate approaches to consider:

- Because the data trends do not generally exhibit major fluctuations on an annual basis, SANBAG could sponsor the Inland Empire Annual Survey every four years or some other reduced frequency; or

BRD1209a-jed
Attachment:
BRD1209a1-jed

- SANBAG could look for other surveys to include specific questions when we need them.

Additional information is provided on the following pages by CSUSB Institute of Applied Research and Policy Analysis Professors, Barbara Sirotnik, Ph.D., and Shel Bockman, Ph.D.

Financial Impact: SANBAG's contribution share to sponsor the Annual Survey is $20,000 per year. Funding for the survey is consistent with the adopted 2012-2013 Budget for Publications and Public Outreach, Project No. 0605.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on August 8, 2012.

Responsible Staff: Jane Dreher, SANBAG Public Information Officer

BRD1209a-jed
Attachment:
BRD1209a1-jed

ATTACHMENT

THE INLAND EMPIRE ANNUAL SURVEY: A VEHICLE TO PROMOTE GOOD GOVERNMENT

Why should SANBAG continue to be the major sponsor of the Inland Empire Annual Survey?

As noted in the quote below, survey research can provide decision makers with data invaluable for helping to make informed decisions.

> *"Citizen surveys have become a well-established tool across the United States. More and more jurisdictions are using structured mechanisms... to assess citizen priorities, get a sense of whether voters are happy with city services and solicit feedback about specific program and service areas."*
> *http://www.governing.com/topics/mgmt/Citizen-Surveys.html*

For SANBAG, this means acquiring information relative to (1) concrete transportation decisions and policy, (2) its mission as a COG, (3) its accountability to the general public, (4) helping to document San Bernardino County's unique identity, and (5) engaging the community.

(1) Concrete transportation decisions and policy

In the past, the Inland Empire Annual Survey has been one of the most important and cost effective ways to elicit citizens views regarding SANBAG transportation projects. Here are but a few examples of transportation issues addressed in recent Annual Surveys:

- Awareness of and use of Freeway Service Patrol program (in Valley area)
- Support for fees on goods moved through So Cal ports to pay for less polluting cargo trucks and trains
- Attitudes toward toll roads
- Willingness to rideshare, ride a bike to work, take a bus to work, or ride a train
- Support for ballot measures (including Measure I)

(2) SANBAG's Mission as a COG

The Annual Survey has provided a wealth of data regarding the citizens' views relative to SANBAG's mission as a COG, including ongoing measurement of quality of life, evaluation of respondents' economic well-being, evaluation of county services, and confidence in elected public officials.

Other than the Annual Survey, what mechanism is available to decision makers to accurately measure whether progress has been made in these areas? What better way is there to demonstrate to the public that the decision makers are concerned about constituents' opinions and insights? If the Annual Survey goes away, who speaks for the community?

BRD1209a1-jed

(3) **Accountability**

Every year the annual survey addresses citizen's evaluations of various services, including police/sheriff, maintenance of local streets and roads, entertainment, parks and recreation, and much more. In addition, this survey is one of the few vehicles to measure citizen's confidence that their elected officials will adopt policies that will benefit the general community.

"When government officials have good information on citizen service expectations and satisfaction, they have the potential to substantially improve government management. In the private sector, failing to provide managers with information on their bottom-line performance is almost unthinkable. For governments that are serious about "reinventing" themselves, failing to provide managers with information on citizen satisfaction should be equally unthinkable."

How Are We Doing? Using Citizen Surveys to Improve Government Management" by Michael H. Walker

"With improved accountability measures...citizens will be in a better position to make decisions regarding the effectiveness of their elected representatives because they will have more meaningful information on what is achieved with their tax dollars."

Robert H. Attmore, Chairman Governmental Accounting Standards Board, 3/2012 http://www.seagov.org/citizen/citizen_surveys.shtml

(4) **Documenting San Bernardino County's Unique Identity**

We've heard over and over again that San Bernardino County's identity is often "lost" in statistics that are produced for Southern California or the Greater Los Angeles Metropolitan Statistical Area (MSA). The San Bernardino chapter of the Inland Empire Annual Survey provides ***an identity for the county***, both in terms of its strengths and its needs. For example, typically the Community Foundation includes some of the Annual Survey findings in its Community Indicators Report. The Annual Survey provides an important database about San Bernardino County which won't exist anywhere if the survey ceases to exist. Yes, there are other sponsors of the Annual Survey, and yes, the Annual Survey will continue with or without SANBAG's support. But without SANBAG's support the sample size (1,000 respondents in the county) will have to be severely curtailed and information regarding regional breakouts will no longer be available.

(5) **Engaging the Community**

SANBAG is a major sponsor of the Annual Survey, but it is not the only sponsor. Other organizations have used this vehicle to engage the community and help citizens to feel a part of decision making. In short, SANBAG and other survey sponsors have given the citizens of the county a voice.

Over the years, many organizations have sponsored the survey to gain information relative to the services, goods or information they provide to County residents and/or their constituents. Some of these sponsors include Riverside County Transportation Commission, CSUSB, UCR, Omnitrans, Charter Communications, San Bernardino International Airport, Superintendent of Schools for both Riverside and San Bernardino Counties, Inland Empire Economic Partnership (IEEP), the City of San Bernardino, First 5 of San Bernardino, San Bernardino Economic Development Agency, Riverside County Economic Development Agency, Mojave Water Agency, Metropolitan Water District, and Western Riverside Council of Governments.

Final Comments

Some might argue that there are other, better, and cheaper, ways to gather information from the community. We respectfully disagree.

"What little customer feedback public sector managers receive typically comes from interest groups and squeaky wheels. Feedback from the bulk of their customers – the silent majority, if you will – comes only at election time and provides little guidance to career government managers who actually manage the day-to-day delivery of public services. To close this feedback gap, some government managers have begun using community needs assessments and other survey techniques to gauge the effectiveness of their operations, identify unmet public needs and improve service delivery."

How Are We Doing? Using Citizen Surveys to Improve Government Management" by Michael H. Walker

In summary, a high ranking San Bernardino County public official once told us that evaluating the effectiveness of government programs and policies does not just miraculously occur. Strategic planning, a process critical for all organizations in both the private and public sectors, requires "speaking with data." We hope SANBAG and its board recognizes the need for good, current data and will continue to contribute to this important survey.

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: 18

Date: September 5, 2012

Subject: Lenwood Road Grade Separation Project

Recommendation:* Authorize staff to release Request for Proposals No. C13032 for Construction Management, Materials Testing, Construction Survey, and Public Outreach services associated with the construction of the Lenwood Road Grade Separation Project.

Background: In June 2011, the San Bernardino Associated Governments (SANBAG) Board approved Cooperative Agreement No. C11199 with the City of Barstow and County of San Bernardino, to define the roles and responsibilities of the parties in completing and funding the Right-of-Way and Construction phases for the Lenwood Road Grade Separation Project. Per the terms of the agreement, SANBAG is responsible for advertising, awarding, and administrating (AAA) the project. Prior to the Plans, Specifications, and Estimates (PS&E) being completed, staff would like to bring on a Construction Management consultant to provide a constructability review so that their comments can be incorporated into the 100% PS&E plans. The consultant will provide the constructability review, construction management, material testing, construction surveying, and public outreach services. It is scheduled to execute the contract with the selected Construction Management consultant in December, with construction of the grade separation commencing next spring.

Financial Impact: This item is consistent with the Fiscal Year 2012/2013 budget. Task No. 0881

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1209i-bmf

Attachments: RFP C13032

Reviewed By: This item was reviewed and recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel and Contract Administrator have approved this item and RFP as to form.

Responsible Staff: Mike Barnum, Construction Manager

BRD1209i-bmf
Attachments: RFP C13032

ATTACHMENT A
SCOPE OF SERVICES

CONTRACT NO: C13032

San Bernardino Associated Governments

Lenwood Road 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.

Lenwood Road Grade Separation Project

The construction project is located along Lenwood Road in the City of Barstow. This project proposes to grade separate Lenwood Road over the BNSF railroad tracks at the current at-grade crossing. Lenwood Road will be expanded from two to four lanes between Main and Jasper Streets to match the City of Barstow's General Master Plans to two lanes in each direction. The construction project includes the following work elements:

- Construction of a four-lane roadway bridge.
- Construction of retaining walls.
- Drainage improvements
- Local street improvements and modifications to adjacent property lots.

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

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 Barstow 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 December 2012, construction starting in June 2013 and ending in March 2015 followed by closeout activities not exceeding two months. The estimated construction capital cost of the project is about $20 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 crewmember 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) and State Water Resource Control Board requirements.

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: **19**

Date: September 5, 2012

Subject: Lenwood Road Grade Separation Project – Set Date for Hearing to Consider Resolutions of Necessity

Recommendation:* Acting as the San Bernardino County Transportation Commission, set the date and time of October 3, 2012 at 10:00 a.m. for a hearing to consider Resolutions of Necessity for properties required for the Lenwood Road Grade Separation project in the City of Barstow and the County of San Bernardino. The Property owners are: Virginia Villanueva; Thanh Phudc Hong and Fangyan Wu; Richard Bowers; Warren Wallis; Naji Razzouk; Nabil and Janet Razzouk; Chong Nam Yim and Young Ja Yim (2 separate properties); Metor Finance; Daniel Gallardo; Laurence Brown; and Lawrence and Beverly Watson.

Background: SANBAG has made steady progress towards the start of construction on the Lenwood Road Grade Separation. 100% Plans, Specifications, and Estimates will be submitted for final review and approval in September. One of the remaining critical path items is right-of-way acquisition. The SANBAG Board has approved appraisals and authorized offers for properties required for the grade separation project. While SANBAG's right-of-way agent, Epic Land Solutions, Inc., continues to negotiate with property owners of the subject parcels, it is unlikely that all parcels will be acquired through a negotiated sale. The alternative to a negotiated sale is acquiring the property through eminent domain which requires a prescribed process.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1209h-bmf
Attachment: BRD1209h1-bmf

The first step in the eminent domain process is setting a hearing date and time for the consideration of the Resolution of Necessity for the parcels not acquired through negotiated sale. While this action is embarking on the first step of the eminent domain process, the right-of-way agents will continue to negotiate with the property owners in an effort to acquire the property voluntarily and avoid eminent domain.

The project property acquisitions are summarized in Attachment "A" and include fee takes, and permanent and temporary construction easements. Staff is recommending that the SANBAG Board of Directors set the date and time of October 3, 2012, at 10:00 a.m. for a hearing to consider Resolutions of Necessity.

Financial Impact: This item imposes no financial impact.

Reviewed By: This item was reviewed and recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

BRD1209h-bmf
Attachment: BRD1209h1-bmf

LENWOOD ROAD GRADE SEPARATION PROJECT
PROPERTY ACQUISITIONS FOR HEARING RESOLUTIONS OF NECESSITY

APN	NAME	TITLE OWNER	TYPE
0421-172-13	VILLANUEVA	VIRGINIA VILLANUEVA, AN UNMARRIED WOMAN	PARTIAL TAKE, TEMPORARY CONSTRUCTION EASEMENT
0497-142-21	HONG	THANH PHUDC HONG AND FANGYAN WU, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP	PARTIAL TAKE, TEMPORARY CONSTRUCTION EASEMENT
0497-142-25	BOWERS	RICHARD D. BOWERS, TRUSTEE OF THE RICHARD D BOWERS 1996 TRUST	PARTIAL TAKE, TEMPORARY CONSTRUCTION EASEMENT
0497-131-52	WALLIS	WARREN OPIE WALLIS, AN UNMARRIED MAN	PARTIAL TAKE, TEMPORARY CONSTRUCTION EASEMENT
0422-042-12	NAJI RAZZOUK	NAJI RAZZOUK, TRUSTEE OF THE FAMILY TRUST OF NAJI Y. RAZZOUK DATED NOVEMBER 16,1999	FULL TAKE
0422-041-07	NABIL RAZZOUK	NABIL AND JANET RAZZOUK, TRUSTEES OF THE NABIL AND JANET RAZZOUK FAMILY TRUST DATED 10/10/94	FULL TAKE
0422-011-04	YIM	CHONG NAM YIM AND YOUNG JA YIM, HUSBAND AND WIFE AS JOINT TENANTS	FULL TAKE
0421-181-11	YIM	CHONG NAM YIM AND YOUNG JA YIM, HUSBAND AND WIFE AS JOINT TENANTS	PARTIAL TAKE, TEMPORARY CONSTRUCTION EASEMENT
0422-011-13	METOR FINANCE	METOR FINANCE, A CALIFORNIA CORPORATION	FULL TAKE
0422-012-19, 11, 22	GALLARDO	DANIEL GALLARDO, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY	PARTIAL TAKE, TEMPORARY CONSTRUCTION EASEMENT
0421-181-08	WATSON	LAWRENCE W. AND BEVERLY A. WATSON, HUSBAND AND WIFE AS JOINT TENANTS	FULL TAKE

0497-131-65	BROWN	LAURENCE K. BROWN AS TRUSTEE OF THE NANCY BROWN SUPPLEMENTAL TRUST, SUBJECT TO ITEM NO. 11 OF SCHEDULE B	PARTIAL TAKE, TEMPORARY CONSTRUCTION EASEMENT

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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: 20

Date: September 5, 2012

Subject: North Milliken Grade Separation Project in the City of Ontario

Recommendation:* Approve Amendment No. 1 to Contract No. C10184 with Nolte Associates, Inc. for Construction Management Services, and Construction Surveying and Material Testing Services for the North Milliken Grade Separation Project in the City of Ontario, extending the completion date to March 31, 2014 with no increase to contract amount.

Background: **This is a time extension amendment to an existing contract only.** In May 2010, the Board authorized award of the construction management services contract for the North Milliken Grade Separation Project to Nolte Associates Inc. with an end date of December 31, 2012. Construction is currently 60 percent complete and is anticipated to be fully completed in October 2013, with the final project acceptance and closeout by the end of December 2013.

The project was originally scheduled to be completed by December 31, 2012. However, due to numerous issues including a re-bid of project due to bid protest, the construction contract was not awarded until November 2010. Later per contractor request the construction start was delayed by approximately three months. In addition, a ninety days plant establishment period was added to the final plans and specifications.

This amendment to Contract No. C10184 provides for continued construction management services until completion and acceptance of North Milliken Grade

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

BRD1209a-mb
Attachments: C10184-01

Separation Project anticipated in December 2013, plus three additional months for unexpected closeout issues.

Financial Impact: This item poses no financial impact as the amendment is a no-cost time extension due to delayed start and additional scope.

Reviewed By: This item was unanimously recommended for approval by the Major Projects Committee on August 9, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

Responsible Staff: Mike Barnum, Construction Manager

BRD1209a-mb
Attachments: C10184-01

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 10184 Amendment No. 01

By and Between

San Bernardino County Transportation Commission and Nolte Associated, Inc

Contract Description Construction Management Services North Milliken Grade Separation Project

Board of Director's Meeting Date: 9/5/12

Overview of BOD Action: Extend the contract expiration date of Contract C10184 to Nolte Associates Inc.to match the project construction schedule

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

CONTRACT OVERVIEW

Original Contract Amount	$	4,573,671.00	**Original Contingency Amount**	$	595,367.00
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	4,573,671.00	**TOTAL CONTINGENCY VALUE**	$	595,367.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	5,169,038.00

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
05/12/10	12/31/12	3/31/14

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Adjust contract time to match construction schedule

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0882.
☐ 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:*
Funding for project per Amendment # 2 R10195 with City of Ontario. Project to be funded by STIP/RIP 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		8/1/12
Task Manager (Print Name)	Signature	Date
Mike Bannum		7/31/12
Project Manager (Print Name)	Signature	Date
Jeffery Hill		8/2/12
Contracts Administrator (Print Name)	Signature	Date
Hilda Flores for William Stawarski		8/2/12
Chief Financial Officer (Print Name)	Signature	Date

AMENDMENT NO. 1 TO

CONTRACT NO. C10184

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS/

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

NOLTE ASSOCIATES, INC.

This AMENDMENT No. 1 to CONTRACT No. C10184 is made by and between Nolte Associates, Inc. (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

RECITALS:

WHEREAS, AUTHORITY, under Contract No. C10184 ("Contract"), has engaged the services of CONSULTANT to provide Construction Management, Construction Surveying and Material Testing; and

WHEREAS, the parties desire to amend the Contract to extend the contract term.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and AUTHORITY agree as follows:

1. Article 2, "Performance Schedule", 2.1, is amended to delete "December 31, 2012", and replace with "March 31, 2014".

2. Except as amended by this Amendment, all other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year below written, and this Amendment is effective as of the day and year executed by SANBAG.

NOLTE ASSOCIATES, INC.

By: _____

Date: 08/20/12

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
Contract Administratorr

C10184-01

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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: 21

Date: September 5, 2012

Subject: Palm Avenue Railroad Grade Separation, Set Date for Hearing to Consider Resolutions of Necessity

Recommendation:* 1. Acting as the San Bernardino County Transportation Commission, set a date and time of Wednesday, October 3, 2012, 10:00 A.M. for a Hearing to consider Resolutions of Necessity for properties required for the Palm Avenue Grade Separation project in the City of San Bernardino and County of San Bernardino. Property owners are: S. B. Universal Self Storage, LLC; Van Valkenburgh Investments LLC/James F. Jordan, Trustee of the Jordan Revocable Trust; CalMat Land Company; Palm Avenue SB LLC; Gaelle II, LLC; and Gurbax R. and Rajni Marwah Trustees of the Marwah Family Trust.

2. Direct the Clerk of the Board to mail notices of hearing to property owners listed in Attachment "A".

Background: Good progress has been made to ready the Palm Avenue Grade Separation Project for construction. One of the remaining critical path items is right-of-way acquisition. The SANBAG Board has approved the appraisals and authorized offers be made for property interests required for the grade separation project. While SANBAG and its right-of-way consultant, Overland Pacific & Cutler, continue to negotiate with property owners of the subject parcels, it appears unlikely that all parcels will be acquired through negotiated sales. The alternative to a negotiated sale is acquiring the property through eminent domain which requires compliance with a legally prescribed process. Part of the process is

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1209c-das

setting a hearing date and time for the consideration of Resolutions of Necessity for the parcels to be acquired through the eminent domain process. At the hearing, the Commission will receive information on the project, the public need for the property, and testimony from the property owners, if the owners so desire. With the information provided, the Commission will consider the adoption of the Resolutions of Necessity at the hearing.

Financial Impact: This item imposes no financial impact. Task No. 0874

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on August 9, 2012. SANBAG's outside eminent domain legal counsel and SANBAG General Counsel have approved this item as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

Attachment A
Palm Avenue Grade Separation Condemnation Parcels

APN OWNER	PROPERTY TYPE
0266-021-17, 18, 32, 39 S. B. Universal Self Storage, LLC	**Business**
0266-021-43 Van Valkenburgh Investments LLC/James F. Jordan, Trustee of the Jordan Revocable Trust, dated April 5, 2004	**Business**
0262-051-29 CalMat Land Company	**Business**
0266-041-62 Palm Avenue SB LLC	**Business**
0266-041-69 Gaelle II, LLC	**Business**
0266-041-70 Gurbax R. and Rajni Marwah Trustees of the Marwah Family Trust	**Business**

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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: 22

Date: September 5, 2012

Subject: Right-of-Way Appraisals and Acquisition for the Laurel Street Grade Separation Project

Recommendation:* 1. Repeal Board's April 4, 2012, approval of the appraisal for APN 0160-151-16 owned by Burchco, LLC.

2. Repeal Board's May 2, 2012, approval of the appraisal for APN 0160-242-24 owned by Laurel Miller, LLC.

3. Approve appraisals for parcel APN 0160-242-17 owned by Burchco, LLC, and parcel APN 0160-242-24 owned by Laurel Miller, LLC required for construction of the Laurel Street Grade Separation Project.

4. Authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements for the Properties with the Property Owners identified in Attachment "A", consistent with the procedure set out in SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507).

Background: In April 2012, the Board approved appraisals for acquisitions and easements of 13 properties needed for the construction of the Laurel Street Grade Separation project. One of those approved appraisals involves a temporary construction

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1209b-pm
Attachments: BRD1209b1-pm and BRD1209b2-pm

easement on a parcel owned by Burchco, LLC (APN 0160-151-16) which is required to accommodate the foundation for a BNSF railroad signal structure. Subsequent consultation with BNSF Railway Company (BNSF) resulted in a decision to move the signal structure to a different location which would impact a different parcel owned by Burchco, LLC (APN 0160-242-17). The acquisition required is a temporary construction easement. An appraisal was prepared for the new easement and is on file with the Director of Project Delivery.

In May 2012, the Board approved appraisals for acquisitions and easements of four properties needed for the construction of the Laurel Street Grade Separation project. One of the approved appraisals involves a temporary construction easement and a permanent easement on a parcel owned by Laurel Miller, LLC (APN 0160-242-24). Over the past several weeks, staff has been working to refine the mitigation of the impacts to minimize the harm to the property. This has resulted in the appraisal that was approved by the Board in May 2012, being revised. The new appraisal document is on file with the Director of Project Delivery.

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 two properties identified herein. Standard SANBAG Purchase and Sale Agreements will be used as shown in Attachment "B" and Temporary Construction Easement Agreements as shown in Attachment "C"; these agreements are similar to the agreements presented at the April 4, 2012, and May 2, 2012, Board meetings. The final documents will be reviewed and approved by SANBAG's right-of-way legal consultant for form prior to presenting to the Executive Director for signature.

The table below summarizes the current project schedule:

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

Financial Impact: This item is consistent with the adopted Fiscal Year 2012/2013 budget. Funding for ROW acquisition will be provided under Task No. 0884. The funding sources are: MSI 2010-Valley Major Streets; Local – UPRR; and Local – City of Colton.

Reviewed By: SANBAG General Counsel has approved this item as to form. Purchase and Sale Agreements have been reviewed by SANBAG's On-Call ROW legal advisors, Woodruff, Spradlin & Smart as to form. This item was not reviewed by any Policy Committee or Technical Advisory Committee.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

BRD1209b-pm
Attachments: BRD1209b1-pm and BRD1209b2-pm

Attachment A
Laurel Street Grade Separation Parcels

A.P.N.#	OWNER	TYPE
0160-242-17	Burchco, LLC	Temporary Construction Easement
0161-242-24	Laurel Miller, LLC	Temporary Construction Easement Public Utilities Easement

BRD1209b-pm
Attachments: BRD1209b1-pm and BRD1209b2-pm

PARCEL NO.:
APN:
TITLE REPORT NO:
PROJECT:
FEDERAL ID NO:

AGREEMENT FOR ACQUISITION OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT is entered into by and between the San Bernardino County Transportation Commission, a public agency of the State of California, (hereinafter called "Commission"), and _____ (hereinafter called "Seller") for acquisition by Commission of certain real property hereinafter set forth for the construction of the Laurel Street Grade Separation Project (hereinafter called the "Project").

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller owns that certain real property identified as Assessor Parcel Number _____, located at _____, in the City of Colton, County of San Bernardino, State of California. Seller agrees to sell to Commission, and Commission agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement (hereinafter called Agreement), all that certain real property legally described and depicted as follows:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of

AND NO/100 DOLLARS
($000,000)

3. CONVEYANCE OF TITLE. Seller agrees to convey by Grant Deed to Commission _____ title to the Property 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 which shall be cleared and paid in the manner required by Section 4986 of the Revenue and Taxation Code, if unpaid at the close of this transaction.

   b. Items numbered _____ in the above-referenced preliminary title report issued by _____ Title Company dated _____.

3.1. Seller agrees to convey to Commission a Temporary Construction Easement in, on, over and above the portion of the subject property described and depicted on the attached Exhibit "B" and incorporated herein by this reference (hereinafter the fee acquisition and temporary construction easement shall be collectively referred to as the "Property").

3.2. Seller further agrees to execute and thereby convey to Commission the deed(s)

attached hereto as Exhibit "C" and incorporated herein by this reference. The Commission will have the right to record the deed(s) in the County Recorder's Office for the County of San Bernardino.

4. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of said deed(s) to Commission, provide Commission with CLTA Standard Coverage Policy of Title Insurance in the amount of $000,000 issued by _____ Title Company showing the title to the property vested in Commission, subject only to the exceptions set forth in Paragraph 3 of this Agreement and the printed exceptions and stipulations in said policy. Commission agrees to pay the premium charged therefore.

5. ESCROW. Commission agrees to open an escrow in accordance with this Agreement at an escrow company of Commission's choice. This Agreement constitutes the joint escrow instructions of Commission and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to perform all acts reasonably necessary to close this escrow within ninety (90) days following the Opening Date.

Seller shall execute and deliver said deed(s) as referenced in Paragraph 3, above, to Escrow Agent concurrently with this Agreement, or as soon as possible thereafter when said deeds are available. After opening of escrow, Commission will deposit an executed Certificate of Acceptance with Escrow Agent. Commission agrees to deposit the purchase price upon demand of Escrow Agent. Commission and Seller agree to deposit with Escrow Agent any additional instruments as may be reasonably necessary to complete this transaction.

6. ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

a. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Paragraph 3 of this Agreement;

b. Pay and deduct from the amount shown in Paragraph 2 above, any amount necessary to satisfy any delinquent taxes together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to in accordance with the terms of this Agreement;

c. Pay and deduct from the amounts payable to Seller under Paragraph 2 of this Agreement, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with terms and conditions of said trust deed(s) or mortgage(s) including late charges, if any, except penalty (if any), for payment in full in advance of maturity, shall, upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder;

d. Pay and charge Commission for all recording fees incurred in this transaction including payment of reconveyance fees and forwarding fees for partial or full reconveyances of deeds of trust or release or mortgage by Commission;

e. Pay and charge Commission for any escrow fees, charges, and costs payable under Paragraph 7 of this Agreement;

f. Disburse funds and deliver deed(s) when conditions of this escrow have been fulfilled by Commission and Seller.

The term "Close of Escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE WITHIN (90) DAYS FOLLOWING THE ESCROW OPENING DATE.

7. ESCROW FEES, CHARGES AND COSTS. Commission agrees to pay all escrow, recording and title insurance fees incurred in this transaction.

8. POSSESSION AND USE. Commission requires immediate possession of the Property to construct the Project. One of the purposes of this Agreement is to allow Commission to proceed with the construction of the Project without delay.

In consideration of the sum to be paid to Seller and any other consideration set forth herein, Seller hereby grants to Commission, its contractors, agents and all others deemed necessary by Commission, the irrevocable right to possession and use of the Property, including the right to remove and dispose of improvements located therein. In consideration for this irrevocable grant of possession and use, concurrently with the opening of escrow (as defined above), Commission will deposit in escrow the full cash portion of the Purchase Price. Commission's right to possession of the Property shall be conditioned upon and shall commence on the date said sum is paid into escrow (as defined above). The right to possession described in this Section 8 will survive any termination of escrow prior to Closing.

9. FULL AND COMPLETE SETTLEMENT. Seller hereby acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Commission, by reason of Commission's acquisition of the Property, specifically including, but not limited to, any and all rights or claims that Seller has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein. Seller, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges Commission and any and all of Commission's employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns, from liability in regard to any claims for the following: relocation assistance or benefits, if any, to which Seller may be entitled pursuant to applicable sections in Chapter 16 of Division 7 of Title 1 of the California Government Code (Gov. Code sec. 7260, et seq.) ("California Relocation Assistance Law"), regulations adopted by the State of California to implement or pursuant to the California Relocation Assistance Law, and/or the Federal Uniform Relocation Assistance Act (42 U.S.C. sec. 4601, et seq.), regulations adopted by the Federal Government to implement 42 U.S.C. sec. 4601, et seq., pre-condemnation damages, inverse condemnation, lost business goodwill, lost profits, lost

rents, severance damages, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback from Commission, or receive any financial gain from, Commission's sale of any portion of the Property, any right to challenge Commission's adoption of a resolution of necessity, any right to receive any notices pursuant to Code of Civil Procedure section 1245.235, any right to enforce any other obligation placed upon Commission pursuant to Code of Civil Procedure sections 1230.020 through 1273.050, any other rights conferred upon Seller pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025, and claims litigation expenses, attorney's fees, statutory interest and/or costs.

10. WAIVER UNDER SECTION 1542. The parties intend that this Agreement will result in a full, complete, and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which a party is, or may be, entitled is intended to be full and complete, except as expressly provided herein. Accordingly, except as provided herein, upon and subject to the Close of Escrow:

a. Pursuant to the releases set forth in this Agreement, Seller and Commission each hereby specifically waive the provision of section 1542 of the Civil Code of the State of California which provides:

> "a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

b. Seller and Commission each represents and warrants that he/she/it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of their choice.

11. CONSTRUCTION CONTRACT AND CURATIVE WORK. It is understood and agreed by and between the parties hereto in addition to the compensation shown in Paragraph 2 hereinabove, the Commission, its contractors or assigns, shall perform the following construction contract items at the time of the installation of the proposed Project:

a. i. (i.e. Adjust grade of ingress, egress area if any.)

ii.

All work performed under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated or reconstructed by the Commission, shall be left in as good condition as found.

b. It is understood and agreed by and between the parties hereto that the compensation paid to Seller through this Agreement includes the value of and cost to remove, relocate, reconstruct, and/or refurbish the following improvements located on the Property.

i.

c. It is further understood between the parties hereto that if the improvements referred to in Paragraph 11b above are not removed from the subject Property prior to _____, but not sooner than the close of escrow, Commission, its agents, contractors, or assigns, shall have the right to remove said improvements and dispose of same in any manner Commission deems appropriate without further notice or responsibility to Seller whatsoever.

12. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Commission, its authorized agents or contractors, if necessary by reason of the above-mentioned improvement, the right to enter upon Seller's property to perform the construction items referred to in Paragraph 11a above and for any of the following reasons.

a. To make necessary and reasonable inspections.

13. 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 Commission harmless and reimburse Commission for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Seller for a period exceeding one month.

14. EMINENT DOMAIN DISMISSAL. Seller and Commission acknowledge that this transaction is a negotiated settlement in lieu of condemnation. Seller acknowledges that the sums received from Commission under this Agreement constitute full payment of just compensation in eminent domain (including, but not limited to, compensation for the fair market value of the real property taken, severance damages, improvements to the realty, furniture, fixtures, equipment, the value of any leasehold interest, loss of inventory, loss of business goodwill, court costs, litigation expenses and any interest which might be due on such matters). Seller acknowledges that the amounts paid under this Agreement constitute the total amount due Seller, and that no further payments are due, owing or payable. Seller waives any other claims it might have for further payment or further compensation, and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection with the dismissal of any eminent domain action pertaining to the Property.

15. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Commission 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 encroach on other properties.

c. Seller shall not do anything which would impair Seller's title to any of the Property until after the Close of Escrow.

d. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.

e. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in these Warranties, Representations, and Covenants of Seller Section not to be true as of closing, immediately give written notice of such fact or condition to Commission.

f. Seller, at the time of execution of this Agreement, is the lawful owner of the Property and has good, clear title to the Property.

g. Seller shall maintain the Property in good condition and shall perform all of its obligations under any service contracts or other contracts affecting the Property.

h. Each of the above warranties and representations is material and is relied upon by Commission separately and collectively. Each of the above representations and warranties shall be deemed to have been made as of the date that the deeds are recorded and shall survive the recording of the deeds.

16. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property 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 substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi)

defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

17. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject Property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

18. INDEMNITY. Seller agrees to indemnify, defend and hold Commission 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).

19. 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.

20. 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 Commission herein. The execution of these documents and the delivery of same to Escrow Agent constitutes said acceptance and approval.

21. NO BROKERS. Commission 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.

22. JURISDICTION AND VENUE. This Agreement shall be governed by and constructed 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.

23. ASSIGNMENT. 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. Commission may freely assign any or all if its interests or rights under this Agreement or under the Escrow without the consent of Seller.

24. 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.

25. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement is 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.

26. NOTICES. Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following addresses:

To Seller:

_____

_____

_____

To Commission:
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attn: Paul Melocoton,
Project Manager

With a copy to:
Woodruff, Spradlin & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, CA 92626
Attn: Craig Farrington/Alyson Suh

27. RECORDING. Neither party shall have the right to record this Agreement in the Recorder's Office for San Bernardino County.

28. SEVERABILITY. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

29. CONSTRUCTION. Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form

shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.

30. AUTHORITY. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

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

SELLER

Dated: _____

By: _____

_____
(Name and Title)

Dated: _____

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

By: _____
Raymond W. Wolfe, Ph.D.
Executive Director

APPROVED AS TO FORM:

By:_____
Craig G. Farrington
Woordruff, Spradlin & Smart
Commission Counsel

PLACEHOLDER FOR EXHIBIT A

PLACEHOLDER FOR EXHIBITS B AND/OR C
(If Applicable)

PARCEL NO.:
APN:
TITLE REPORT NO.:
PROJECT:
FEDERAL ID NO.:

AGREEMENT FOR ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENT AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT is entered into by and between the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, a public agency of the State of California (hereinafter called "Commission"), and _____ (hereinafter called "Seller") for acquisition by Commission of a temporary construction easement ("TCE") as described herein for the construction of the Laurel Street Grade Separation Project (hereinafter called the "Project").

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller owns that certain real property identified as Assessor Parcel Number _____, located at _____, in the City of Colton, County of San Bernardino, State of California (hereinafter called the "Property"). Seller agrees to sell to Commission, and Commission agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement (hereinafter called "Agreement"), a TCE over all that certain Property legally described and depicted as follows:

SEE EXHIBIT "A" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of

Purchase Price
($0.00)

3. CONVEYANCE OF EASEMENT. Seller agrees to convey to Commission a TCE in, on, over and above the Property described and depicted on the attached Exhibit A and incorporated herein by this reference.

   3.1 Seller further agrees to execute and thereby convey to Commission the Easement Deed attached hereto as Exhibit B and incorporated herein by this reference. The Commission will have the right to record the Easement Deed in the County Recorder's Office for the County of San Bernardino.

4. ESCROW. Commission may elect to open an escrow in accordance with this Agreement at an escrow company of Commission's choice. This Agreement constitutes the joint escrow instructions of Commission and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties agree to perform all acts reasonably necessary to close this escrow within ninety (90) days following the Opening Date.

Seller shall execute and deliver said deed(s) as referenced in Paragraph 3, above, to Escrow Agent concurrently with this Agreement, or as soon as possible thereafter when said deeds are available. After opening of escrow, Commission will deposit an executed Certificate of Acceptance with Escrow Agent. Commission agrees to deposit the purchase price upon demand of Escrow Agent. Commission and Seller agree to deposit with Escrow Agent any additional instruments as may be reasonably necessary to complete this transaction.

5. CLOSE OF ESCROW. Escrow Agent is authorized to and shall disburse funds and deliver deed when conditions of this escrow have been fulfilled by Commission and Seller. The term "Close of Escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE WITHIN NINETY (90) DAYS FOLLOWING THE ESCROW OPENING DATE.

6. ESCROW FEES, CHARGES AND COSTS. Commission agrees to pay all escrow, recording and title insurance fees incurred in this transaction.

7. FULL AND COMPLETE SETTLEMENT. Seller hereby acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Commission, by reason of Commission's acquisition of the TCE, specifically including, but not limited to, any and all rights or claims that Seller has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein. Seller, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges Commission and any and all of Commission's employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns, from liability in regard to any claims for the following: relocation assistance or benefits, if any, to which Seller may be entitled pursuant to applicable sections in Chapter 16 of Division 7 of Title 1 of the California Government Code (Gov. Code sec. 7260, et seq.) ("California Relocation Assistance Law"), regulations adopted by the State of California to implement or pursuant to the California Relocation Assistance Law, and/or the Federal Uniform Relocation Assistance Act (42 U.S.C. sec. 4601, et seq.), regulations adopted by the Federal Government to implement 42 U.S.C. sec. 4601, et seq., pre-condemnation damages, inverse condemnation, lost business goodwill, lost profits, lost rents, severance damages, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback from Commission, or receive any financial gain from, Commission's sale of any portion of the Property, any right to challenge Commission's adoption of a resolution of necessity, any right to receive any notices pursuant to Code of Civil Procedure section 1245.235, any right to enforce any other obligation placed upon Commission pursuant to Code of Civil Procedure sections 1230.020 through 1273.050, any other rights conferred upon Seller pursuant to Code of Civil Procedure

sections 1245.245 and 1263.615 and 1263.025, and claims litigation expenses, attorney's fees, statutory interest and/or costs.

8. WAIVER UNDER SECTION 1542

The parties intend that this Agreement will result in a full, complete, and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which a party is, or may be, entitled is intended to be full and complete, except as expressly provided herein. Accordingly, except as provided herein, upon and subject to the Close of Escrow:

a. Pursuant to the releases set forth in this Agreement, Seller and Commission each hereby specifically waive the provision of section 1542 of the Civil Code of the State of California which provides:

> "a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

b. Seller and Commission each represents and warrants that he/she/it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of their choice.

9. CONSTRUCTION CONTRACT AND CURATIVE WORK.

a. In addition to the compensation shown in Paragraph 2 hereinabove, Commission, its contractors or assigns, shall perform the following construction contract items at the time of the installation of the proposed project:

i. None

All work performed under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated or reconstructed by the Commission, shall be left in as good condition as found.

b. The compensation paid to Seller through this Agreement includes the value of and cost to remove, relocate, reconstruct, and/or refurbish the following improvements located on the Property.

i.

ii.

If the improvements referred to in Paragraph 8b above are not removed from the subject Property prior to _____, 2012, but not sooner than the Close of Escrow, Commission, its agents, contractors, or assigns, shall have the right to

remove said improvements and dispose of same in any manner Commission deems appropriate without further notice or responsibility to Seller whatsoever.

10. PERMISSION TO ENTER PROPERTY. For project planning and funding purposes, Seller hereby grants to Commission and authorized agents or contractors, the right to possession of the area described in Exhibit "A" on _____ to perform the work described in 8a. However, said right of possession and use shall not be exercised prior to Commission, or Commission's agent, providing Seller with notice to perform the construction items listed in paragraph 8a above.

The right to use the Property shall continue in effect for a period of ____ ( ) months. All efforts shall be made to complete the described work within the proscribed period of time; however, extraordinary circumstances may occur which may require additional time to complete the work (i.e. rain, labor dispute, shortage of materials). It is agreed that should the actual use extend beyond the time period delineated above, Commission agrees to pay at the rate of $_____ per month, prorated to the actual date of Commission's termination of use.

In no event shall Commission's use of the Property extend beyond _____, the projected project completion date.

11. DISCLOSURE. In the event Seller plans to sell, lease, or rent the Property prior to the completion of the Project as defined in Paragraph 10 above or the final expiration of the TCE, Sellers shall inform, in writing, any and all parties involved in said sale, lease, or rental of this TCE acquisition and associated construction project by Commission.

12. PROPERTY CONDITION. Seller agrees that no improvements, other than those already on the TCE area shall be placed thereon; and the planting of any crops, trees, or shrubs, or alterations, repairs, or additions to existing improvements within the easement area, which may hereafter be placed thereon, are at Seller's risk and without expectation of payment if removed by Commission or Commission's agent.

13. EMINENT DOMAIN DISMISSAL. Seller and Commission acknowledge that this transaction is a negotiated settlement in lieu of condemnation. Seller acknowledges that the sums received from Commission under this Agreement constitute full payment of just compensation in eminent domain (including, but not limited to, compensation for the fair market value of the real property taken, severance damages, improvements to the realty, furniture, fixtures, equipment, the value of any leasehold interest, loss of inventory, loss of business goodwill, court costs, litigation expenses and any interest which might be due on such matters). Seller acknowledges that the amounts paid under this Agreement constitute the total amount due Seller, and that no further payments are due, owing or payable. Seller waives any other claims it might have for further payment or further compensation, and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection with the dismissal of any eminent domain action pertaining to the Property.

14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Commission 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 encroach on other properties.

c. Seller shall not do anything which would impair Seller's title to any of the Property until after the Close of Escrow.

d. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.

e. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Paragraph 13 not to be true as of closing, immediately give written notice of such fact or condition to Commission.

f. Seller, at the time of execution of this Agreement, is in legal possession of the Property in fee simple absolute and is the lawful owner of and has good, clear title to the Property.

g. Seller shall maintain the TCE area in good condition and shall perform all of its obligations under any service contracts or other contracts affecting the TCE area.

h. Each of the above warranties and representations is material and is relied upon by Commission separately and collectively. Each of the above representations and warranties shall be deemed to have been made as of the date that the TCE deed is recorded and shall survive the recording of the TCE deed.

15. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property 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 substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section

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16. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject Property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

17. INDEMNITY. Seller agrees to indemnify, defend and hold Commission 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).

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23. 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.

24. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement is 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.

25. NOTICES. Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following addresses:

To Seller:

_____

_____

_____

To Commission:
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attn: Paul Melocoton,
Project Manager

With a copy to:
Woodruff, Spradlin & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, CA 92626
Attn: Craig Farrington/Alyson Suh

26. RECORDING. Neither party shall have the right to record this Agreement in the Recorder's Office for San Bernardino County.

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as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

28. CONSTRUCTION. Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.

29. AUTHORITY. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

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

SELLER

Dated: _____

By: _____

_____
(Name and Title)

Dated: _____

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

By: _____
Raymond W. Wolfe, Ph.D.
Executive Director

APPROVED AS TO FORM:

By: _____
Craig G. Farrington
Woodruff, Spradlin & Smart
Commission Counsel

PLACEHOLDER FOR EXHIBIT A

PLACEHOLDER FOR EXHIBIT B

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 23

Date: September 5, 2012

Subject: Laurel Street Grade Separation, Set Date for Hearing to Consider Resolutions of Necessity

Recommendation:* 1. Acting as the San Bernardino County Transportation Commission, set a date and time of Wednesday, October 3, 2012, 10:00 A.M. for a Hearing to consider Resolutions of Necessity (RON) for properties required for the Laurel Street Grade Separation project in the City of Colton. Properties owners are: Colton Industrial Park LP; R.J.&R. Partnership; Mr. Thomas Hayward; Reider Enterprises LLC; Williams Furnace; Mr. Ernesto & Mrs. Ivelisse Alcala; and 7 Dolphins Properties LLC.

2. Direct the Clerk of the Board to mail notices of hearing to property owners listed in Attachment "A".

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 BNSF Railway Company (BNSF) rail line. SANBAG, acting as the San Bernardino County Transportation Commission, is the lead agency for the Right-of-Way (ROW) phase pursuant to Memorandum of Understanding (MOU) No. C10201 that was executed between SANBAG, the City of Colton, Union Pacific Railroad, and BNSF Railway in May 2010.

The project is in 95% design and is also currently in the ROW acquisition phase. The SANBAG Board has approved the appraisals and authorized offers be made for property interests required for the grade separation project. Temporary

*

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD1209a-pm

Construction Easements (TCE) and/or partial acquisitions or permanent easements are needed from 16 properties. As of July 30, 2012, owners of five properties have agreed to the terms of the acquisition and have either signed the purchase and sale agreement or have given verbal approval and will be signing shortly. There is also one full take of one residential property required, for which the owner and tenant have agreed to the terms of the acquisition.

This item addresses the ROW needs from six properties. While SANBAG staff and its ROW consultant, Overland Pacific & Cutler, continue to negotiate with property owners of the subject parcels, it is unlikely that all parcels will be acquired through a negotiated sale. The alternative to a negotiated sale is acquiring the property through eminent domain which requires a prescribed process. Part of the eminent domain process is setting a hearing date and time for the consideration of a Resolution of Necessity for the parcels to be acquired through the eminent domain process. At the hearing, the Board will receive information on the project and the need for the property and testimony from the property owner, if the owner so desires. With the information provided, the Board will consider the adoption of the Resolution of Necessity.

Acquisition of these properties in a timely manner is critical to maintaining the planned construction schedule for the project. The table below summarizes the current project schedule:

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

Financial Impact: This item imposes no financial impact. Task 0884

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on August 9, 2012. SANBAG General Counsel and SANBAG's Right-of-Way Counsel, Woodruff, Spradlin & Smart have approved this item as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

Attachment A
Laurel Street Grade Separation Condemnation Parcels

A.P.N.#	OWNER	TYPE	PROPERTY TYPE
0160-241-11	Colton Industrial Park, LP	Permanent Easement Temporary Construction Easement Public Utilities Easement Drainage Easement	Industrial
0160-241-56 0160-241-59	R.J. & R. Partnership	Temporary Construction Easement Public Utilities Easement Access Easement	Industrial
0160-241-57 0160-241-58	Thomas Hayward	Temporary Construction Easement Public Utilities Easement	Industrial
0160-242-23	Reider Enterprises LLC	Temporary Construction Easement Public Utilities Easement	Industrial
0161-061-39	Williams Furnace	Partial Acquisition Temporary Construction Easement Public Utilities Easement	Industrial
0161-081-10	Mr. Ernesto & Mrs. Ivelisse Alcala	Partial Acquisition Temporary Construction Easement Public Utilities Easement	Residential
0161-091-21	7 Dolphins Properties, LLC	Temporary Construction Easement	Commercial

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TRANSPORTATION MEASURE I

- San Bernardino County Transportation Commission
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Minute Action

AGENDA ITEM: 24

Date: September 5, 2012

Subject: Interstate 15 (I-15)/Ranchero Road Interchange Project payment approval to MNS Engineers, Inc.

Recommendations:* Approve payment of $21,959.75 to MNS Engineers, Inc. for constructability review services completed prior to Board approval of Contract No. C12218.

Background: In March, 2012, San Bernardino Associated Governments (SANBAG) Board authorized Staff to release a Request for Proposal (RFP) for Construction Management, Materials Testing, and Construction Surveying ("Construction Management Contract") associated with the construction of I-15/Ranchero Road Interchange Project. As was noted in the agenda background, due to the tight time frame the procurement process for a construction management consultant needed to start before the cooperative agreements with the City of Hesperia and California Department of Transportation (Caltrans) were executed, which is not the normal process for SANBAG.

At the time the RFP was presented to the Board, Caltrans had made SANBAG aware of the availability of Congestion Mobility Improvement Account (CMIA) funding and that to secure the funding, the project must be ready for construction by the May or at the very latest, the June 2012, California Transportation Commission (CTC) meeting. Prior to the CMIA funds being programmed, the CTC wanted assurance that such a project can be brought forward to the CTC in this time frame. As a result, the City of Hesperia, Caltrans, and SANBAG staff initiated discussions regarding the potential to deliver the I-15/Ranchero Road

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1209b-mb

Interchange Project to secure the CMIA savings. In consultation with these agencies, and with the intention of securing the CMIA funds for the project, a list of tasks that need to be completed and the related schedule was developed. One of these tasks was to complete constructability review of the two sets of Project Plans, Specifications and Estimates (PS&E) package prepared by the City of Hesperia to expedite the approval for both the new interchange and realigned frontage road packages. The constructability review is conducted by the construction management team. Having the construction management team complete the review makes sure the project is constructible and the team takes ownership of the project.

To expedite the process, and as had been practiced in similar situations when the schedule is critical and tight, after policy committee concurrence to recommend Board approval of Construction Management Services contract C12218, staff had requested that a Purchase Order (PO) be issued for a not-to-exceed amount of $25,000 to the selected firm, MNS Engineers, Inc. to commence the constructability review. Since the issuing of a PO for similar services under similar conditions had not been an issue previously and since the schedule on this project was so tight, the consultant was instructed to commence the constructability review as the PO would be issued shortly. Subsequently, the PO was reviewed by the Contract Administrator, recently added to SANBAG's staff, who concluded that the issuing of a PO in this manner was not in line with standard procurement practices and should not be approved. The Administrator recommended staff seek Board approval for the payment of the services MNS Engineers, Inc. provided at the direction of staff. This agenda item is seeking such approval.

On May 2, 2012, the Board approved award of Contract No. C12218 with MNS Engineering, Inc., for Construction Management services in an amount not-to-exceed $5,652,770. The contract included the scope and the fee to complete the constructability review.

The initial constructability review was completed by MNS Engineering Inc. on May 4, 2012, and forwarded to the City of Hesperia and its designer. Constructability comments are still being addressed by the designer and Caltrans, and will be included in an addendum to the PS&E bid package.

On June 6, 2012, the Board approved the Cooperative Agreement with Caltrans and approved the project Plans, Specifications, and Estimates (PS&E), authorized the Director of Project Delivery to advertise Invitation for Bids (IFB) No. C13001, and authorized staff to proceed directly to the Board with a recommendation to award without prior Mountain Desert Committee approval of Construction Contract No. C13001.

Staff understands that issuing a PO to a Consultant who has been recommended for contract award on the same project is not in compliance with standard procurement policies and procedures. Also, giving a notice to proceed prior to the execution of a PO or contract is outside the authority vested by the Board, not good practice, and will not be repeated.

Since staff had instructed the consultant to commence the constructability review and since the services provided were necessary, it is recommended that payment of $21,959.75 be made to MNS Engineering, Inc. Contract No. C12218 with MNS Engineering Inc. includes sufficient budget to complete the constructability review.

Financial Impact: This item has no impact the adopted SANBAG Fiscal Year 2012/2013 budget. Task No. 0890.

Reviewed By: This item was reviewed and recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item as to form.

Responsible Staff: Mike Barnum, Construction Manager

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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: 25

Date: September 5, 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 $1,625,000, increasing the total allowance for property acquisitions for the project to $16,165,000.

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: Eagle Land Company; Me Yancey and Jerry Mayner Yancey; JP Preferred LLC; Albright M. and Mary Plies, and David and Joyce Reed; Wagner W. and C. 2003 Living Trust; Noel F. Smith; Devore Kenwood Properties; Mitsuo Kosuga; Robert A. and Janet M. Aaberg; Mohammad Abdizadeh and William G. Morshauser; Samuel and Theresa E. Vallejo; Lamar Advertising; and CBS.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1209g-das
Attachment: BRD1209g1-das

Background: SANBAG, in conjunction with Caltrans is proceeding with the right-of-way phase of the I-15/I-215 Devore Interchange Reconstruction Project (Devore Interchange Project). Cooperative Agreement No. C11103 with Caltrans was approved for this phase of the project at the June 1, 2011, Board meeting and was amended at the March 7, 2012, Board meeting. In this agreement 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; at the July 11, 2012, SANBAG Board meeting, the Board approved appraisals and authorized making offers on an additional 31 parcels for an aggregate not-to-exceed $1,610,000; and at the August 1, 2012, SANBAG Board meeting, an additional 62 parcels for an aggregate $9,930,000 was approved.

Recommendation 1: SANBAG's right-of-way consultant, Overland, Pacific and Cutler (OPC) Services, has completed appraisals of an additional 18 properties. This is the balance of the properties that have been identified for the project at this time, with the exception of three railroad parcels. The 18 properties are summarized in Attachment "A" and include fee takes and temporary construction easements with a total estimated value of $1,625,000. The estimated cost includes the property acquisition costs, Relocation Assistance Program (RAP) costs for displaced property owners and their personal property, demolition costs, and a contingency of approximately 20%. SANBAG is required by Federal and State law to provide relocation assistance to displacees. 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. In addition, Caltrans has reviewed and approved these appraisals. 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 $1,625,000. The addition of the funds for these properties increases the total authorized amount for property acquisition for this project to $16,165,000.

The Board should be aware that while condemnation actions for these properties is a last resort and SANBAG's consultant will go to every reasonable 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 18 properties identified herein. A standard agreement and easement generally in the format that is consistent with the Caltrans standard template and their standard supplemental clauses will be used for these acquisitions and previously approved project acquisitions with SANBAG signing the agreements as buyer, not Caltrans. 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 but the agreement will be signed by SANBAG and paid for by SANBAG.

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 Major Projects Committee on August 9, 2012, and the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the draft standard contract.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

BRD1209g-das
Attachment: BRD1209g1-das

Devore ROW Parcels for Acquisition

Caltrans Parcel No. (CPN)	APN(S)	Owner	Type
22509	0348-091-08	EAGLE LAND COMPANY	Part-Take
22510	0349-169-03	ME YANCEY & JERRY MAYNER YANCEY	Part-Take
22511	0349-169-05	ME YANCEY & JERRY MAYNER YANCEY	Part-Take
22514	0349-174-03	JP PREFERRED LLC	Part-Take
22517	0349-174-01	ALBRIGHT M. & MARY PLIES & DAVID & JOYCE REED	Part-Take
22545	0349-111-24	WAGNER W. & C 2003 LIVING TRUST	Part-Take Temporary Construction Easement
22546	0349-111-25	NOEL F SMITH	Part-Take Temporary Construction Easement
22549	0349-114-02 0349-114-03	DEVORE KENWOOD PROPERTIES	Full-Take
22550	0349-102-06	MITSUO KOSUGA	Part-Take
22559	0349-102-13 0349-102-14	ROBERT A. & JANET M. AABERG	Part-Take
22651	0349-163-15	MOHAMMAD ABDIZADEH & WILLIAM G. MORSHAUSER	Part-Take
22731	0349-112-20	Samuel Vallejo and Theresa E. Vallejo	Utility Easement
22510A	0349-169-03	Lamar Advertising	Full-Take
CBS 2861	Caltrans R/W	CBS	Full-Take
CBS 3807	Caltrans R/W	CBS	Full-Take
CBS 633	Caltrans R/W	CBS	Full-Take

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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: September 5, 2012

Subject: E Street sbX Right-of-Way Acquisition Budget Amendment for Task 0311 for Fiscal Year 2012/2013

Recommendation:* Approve an amendment to Fiscal Year 2012/2013 budget for task 0311 Transit Capital in the amount of $2,000,000 funded by Omnitrans for a new task total of $7,332,307.

Background: SANBAG, acting as the County Transportation Commission, has been acquiring the necessary right-of-way for the E Street sbX under Contract No. 10263 with Omnitrans. SANBAG is authorized to acquire property by eminent domain pursuant to Public Utilities Code 130220.5.

Possession and use for all of the property in the corridor has been acquired and the remaining land acquisition matters remaining involve the valuation of the property and compensation of the property owners from which the land interests have been acquired. As of July 2012, Board of Directors meeting there were still 25 parcels grouped into nine cases of pending litigation. Further, SANBAG may be getting close to negotiated settlements with one or more of these property owners. Because of the courts schedule, it is difficult to project exactly when all of these legal matters will be resolved should all of the cases proceed to trial, and even then, the final right-of-way cost will not be known until after construction has been finished, and any construction related business impacts have been addressed.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1208b-mmm

However, staff estimates settlements to be complete for most, if not all, of the remaining properties during this current Fiscal Year. The reason for this budget amendment is that staff did not budget the remainder of the right-of-way capital budget remaining from Fiscal Year 2011/2012 in the Fiscal Year 2012/2013 Budget year. Approval of this budget amendment would provide the balance of funding existing under Contract No. 10263 for potential settlements on the remaining parcels. Further, the budget amendment is funded by a Local Projects Fund, which is funded by Omnitrans. All costs SANBAG incurs on behalf of Omnitrans in connection with the sbX right-of-way acquisition have been funded to-date through this contract.

Upon completion of the project, SANBAG will transfer the property acquired for the project to the appropriate local jurisdiction.

Financial Impact: This item is not consistent with the Fiscal Year 2012/2013 budget. A budget amendment request to Fiscal Year 2012/2013 for Task No. 0311 Transit Capital in the amount of $2,000,000 funded by Omnitrans for a new task total of $7,332,307. SANBAG's remaining receivable contract authority associated with this proposed budget amendment comes from Contract C10263 with Omnitrans.

Reviewed By: This item was reviewed by the Commuter Rail and Transit Committee on August 16, 2012, and unanimously recommended for approval.

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

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 27

Date: September 5, 2012

Subject: Mountain Area Regional Transit Authority (MARTA) 2012 Comprehensive Operational Analysis (COA), Short Range Transit Plan (SRTP) and Marketing Plan.

Recommendation:* The committee received a presentation on MARTA's 2012 COA Final Report from Transit Marketing, LLC.

Background: A COA is an outside assessment of a transit provider that analyzes operations, maintenance, administration and revenue with the goal of making recommendations for improvements to the agency. Often times, the COA is also coupled with the development of a Short Range Transit Plan (SRTP), as is the case for MARTA.

It is requirement by the Federal Transit Administration (FTA) that transportation providers complete a SRTP every two years. Additionally, it is SANBAG's responsibility as the County Transportation Commission under the Public Utilities Code that these studies are completed. At this time all the San Bernardino County transit providers have recently completed or are in the process of completing COA's.

On April 6, 2011, SANBAG awarded a contract to Transit Marketing, LLC for the completion of MARTA's COA, SRTP and Marketing Plan. They were

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1209a-ns
Attachment: BRD1209a1-ns
BRD1209a2-ns

charged with completing nine tasks for this project which included: Existing Conditions, Financial Analysis, Service Policies Review, Public Outreach, Summary of Findings, Identify Service Alternatives, Formulate Marketing Strategies, Public Comment/MARTA Board Workshop and an Action Plan.

Transit Marketing, LLC made a presentation to the Commuter Rail and Transit Committee on August 16, 2012. The presentation that was made by Transit Marketing, LLC included recommendations for MARTA for its service delivery, capital improvements and marketing programs.

There were five key findings for the MARTA Service that were presented: 1) Sound Route Networks; 2) Service Span/Frequency limited; 3) Fare Structure Revision; 4) Enhanced Marketing Communications; and 5) Operating and Capital Plan.

The first key finding, *Sound Route Networks*, found that MARTA's bus routes were well planned. MARTA has six routes, four of which are considered local service and the last two are off the mountain (OTM) service. It was determined that these routes serve many important destinations and only need minor adjustments. For the OTM service, it is being proposed that the scheduling be changed to coincide with Metrolink's schedule for better connectivity and add an additional stop in Running Springs. Local Big Bear service will add stops to their senior center as well as Summit Plaza that houses the social service center.

The second key finding, *Service Span/Frequency limited*, found that although span and frequency of the service is limited at this time, it is the most that can be afforded. For example, Rim of World (RIM) local service has mid-day gaps in Routes 2 and 4. Route 2 has no service between 10:15 a.m. - 2:15 p.m. and Route 4 has no service between 12:00 p.m. - 3:00 p.m. MARTA would like to have service all day, however, at this time there is not enough funding available to implement all day service. The COA is recommending that MARTA seek out additional funding such as Federal Transit Administration Section 5316 Job Access Reverse Commute Funds to implement 60-minute frequency throughout the day.

Another issue is that although the local Big Bear routes have all day service, these routes have schedule adherence problems during the winter weather and summer weekend traffic months. When more funding becomes available, it has been recommended to add additional vehicles to ensure on time performance is met to keep with service frequency.

BRD1209a-ns
Attachment: BRD1209a1-ns; BRD1209a2-ns

The third key finding, *Fare Structure*, was found to have an affordability and equity issue. Through onboard surveys, both the Big Bear Valley and RIM area showed that 42% of its passenger's household income was under $10,000 and another 31% with incomes between $10,000 and $20,000. The low poverty in the community became an issue as many indicated that the fares were too high. For example, the consultant noted that a 24-mile trip from Lake Arrowhead to San Bernardino would cost a rider $7.50 while another rider taking a 24-mile trip from Running Springs to San Bernardino would only have to pay $2.50.

To equalize these fares the consultant recommended reducing the number of zones within the service area and keeping the same number of zones for local and over the mountain service. This will allow for fare equity between all areas of MARTA's service area. It also recommended introducing a new fare media, day and weekly pass, for local routes to promote ridership throughout the day. Finally the last recommendation was to increase the senior definition from 60 to 65 years of age for more riders to pay full fare.

The fourth key finding, *Enhance Marketing Communication*, found that marketing and stakeholder outreach are critical to increasing ridership. During stakeholders meetings completed by the consultant, a common theme was the need for enhanced communications. From MARTA's website to bus stop signs, MARTA's approach has been very subdued. This is not to say MARTA has not been trying to reach out to its current riders and new riders but that they can make major improvements to have MARTA stand out in their community.

The consultant made five marketing recommendations. The first is to re-brand the service with a new name "Mountain Transit" which would include new logos, colors, new signs and buses. A new bright color for the buses would stand out not only during the summer months but most importantly in the winter months so passengers not only see the bus stop signs but also the buses.

The second recommendation is to transition to a full color fold out passenger guide that is more visually attractive and easier to understand at a glance. It was recommended they create separate passenger guides for each service that MARTA provides. The third recommendation is to create a new website that would complement the new passenger guides and be user friendly. It would have information to allow for "up the hill" visitors to encourage choice riders.

The fourth recommendation is to build relationships with local agencies. This would include conducting transit training and outreach presentations to social service agencies in the community to ensure they are having their needs met but

most importantly introducing new riders to the service. The final marketing recommendation would be to promote trial and repeat ridership. This could include special promotions and news relations as well as media advertising such as testimonials and trips focused on a major destination.

The fifth and final key finding was the *Operating and Capital Plan.* The consultant took two approaches to operating: conservative and economic recovery. Under the conservative approach in the out years, MARTA would be facing a deficit of $1.2 million over the next five years. Under the economic recovery MARTA would have a surplus of $1.5 million over the next five years. The consultant stated that MARTA will land in the middle of these two figures and recommends an operating reserve be created of at least $500,000 to allow MARTA to withstand normal fluctuations in economic conditions (Final Report Page 7-16). Additionally a priority route recommendation was created in the event that more local funds are made available for operating new service.

The Capital Plan recommendations include equipment and minor facility improvement such as bus stop signage, security equipment, office equipment, Automatic Vehicle Locator (AVL) based passenger information system, and maintenance equipment. The current facilities have severe limitations on size of vehicle which can be serviced and the area for parking/maneuvering vehicles in the yard has severe limitations as well. It has been recommended that a feasibility study be done to improve both the Crestline and Big Bear Lake facilities. In the coming years these locations will be unsuitable for the service MARTA will be providing.

The action plan for all these key findings will be taken to MARTA's board on a yearly basis as laid out in the final report. This will ensure that there is funding available to complete these recommendations. In July of 2011, MARTA's board approved the first recommendations to change the Logo, Color and Common Name for MARTA.

Financial Impact: This item is informational and has no direct impact on the adopted budget. All staff activities and assistance provided to MARTA and their consultants Transit Marketing, LLC are consistent with the adopted FY 2012/2013 Budget.

Reviewed By: This item was reviewed by the Commuter Rail and Transit Committee on August 16, 2012.

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

BRD1209a-ns
Attachment: BRD1209a1-ns; BRD1209a2-ns

2012-16 Short Range Transit Plan

Volume I
FINAL

for

Mountain Area Regional Transit Authority

Short Range Transit Plan

Prepared by:

TRANSIT marketing LLC

mobility PLANNERS

May 2012

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Executive Summary of Recommendations

This is both a Comprehensive Operations Analysis and Short Range Transit Plan. The Comprehensive Operations Analysis accomplishes the following:

- Evaluates the performance of individual routes and systemwide operations.
- Evaluates schedule adherence of individual routes.
- Provides information on boardings and alightings by route and stop.
- Provides recommendations on operational improvements.

The Short Range Transit Plan (SRTP) incorporates the above information as important inputs to the five-year planning process. The Short Range Transit process:

- Provides opportunities for public input into the future of public transportation services throughout the MARTA service area.
- Establishes performance standards.
- Conducts market research to determine who is currently riding MARTA buses, how satisfied they are with the services provided, and priorities for improvements.
- Provides service plan and fare recommendations.
- Develops a comprehensive marketing plan for communicating MARTA services (Volume II of the SRTP).
- Establishes a detailed operating and capital financial plan based on two financial scenarios.

This Summary of Recommendations includes service strategies presented in Chapters 4 through 8 of this volume and the key marketing recommendations from the Marketing Plan, Volume II of the SRTP.

RIM Off the Mountain

The RIM area Off the Mountain service provides four trips each day down the hill and up the hill between Lake Arrowhead and San Bernardino. On the RIM, stops are provided at Lake Arrowhead, Blue Jay, RIM Forest, Goodwin's Market in Crestline and Top Town. Down the hill stops are at Waterman & 40th, Metrolink, Greyhound, 2nd & G St., E & Court St., and the Transit Mall. Service is provided to Highland & Waterman upon request. Service is operated Monday to Saturday. On Saturdays there are two trips down the hill and two trips up the hill.

Fare Adjustments

The most significant Off the Mountain recommendation is for a change in the fare structure. It is currently $2.50 from Top Town to San Bernardino, but it's $5.00 from Crestline to San Bernardino. There is a need to change the fare structure to make it more equitable. It's only a mile from Goodwin's in Crestline to Top Town. A second issue with the fares is understandability. This was a common theme of the stakeholder interviews. The MARTA supervisor in Crestline had to draw in the boundaries for the consulting team, as the zones for the RIM could not be read in the route guide. There is significant opportunity for better communication of the zones. The final rationale for changing the fare structure is the affordability for MARTA

users. There is significant poverty throughout the MARTA service area and the February 2010 fare increases diminished ridership and did not increase the average fare per passenger.

The first fare recommendation is to reduce the number of fare zones by one and use the same zones for both OTM and local services. All down the hill stops in the San Bernardino area would be located in Zone 4 for both the RIM and Big Bear Valley Off the Mountain service. There would be three fare zones in the RIM area, two of which are served by the RIM OTM. One zone would include VOE, Top Town and Crestline. A second zone would include Twin Peaks, Rim Forest, Blue Jay, Lake Arrowhead Village and the hospital area.

The fare for the single zone that includes VOE, Top Town and Crestline would be $4.00 for the one-way trip to San Bernardino. This is a reduction in fare for trips from Crestline and VOE, but an increase for trips from Top Town. The trip from Rim Forest and Lake Arrowhead Village would be $5.00, a reduction from the current $7.50. Half-fare discounts would remain for seniors and the disabled.

The third recommendation is that new fare media would be introduced. Both a 2-zone and a 3-zone weekly pass will be sold for $28 and $35 respectively for the general public, with half-fare passes for seniors and the disabled. 10-ride tickets would also be sold and would offer a 10% discount. A two zone 10-ride ticket would sell for $36 and a 3-zone 10-ride ticket for $45.

Minor Tweaks to Schedule for Better Connections to Metrolink

Overall, the RIM Off the Mountain (OTM) schedule is working quite well. However, the existing RIM OTM bus is scheduled to arrive at Metrolink at 9:34 am while the train leaves for Los Angeles at 9:40 am. This is not sufficient time for a transfer. There is a need to adjust the schedule by ten minutes to enable the MARTA bus to arrive 15-20 minutes before the Metrolink train leaves. On Saturdays, the train leaves at 9:55 am so the existing schedule is fine. While there is sometimes a 45-minute wait, the other OTM schedules are reasonable for the Metrolink connections in both directions.

As a general rule of thumb, MARTA should have a schedule such that the MARTA bus is scheduled to arrive a minimum of 20 minutes before the train departure.

The MARTA Stop at the Metrolink Station is not Visible

This recommendation is the same for both the RIM Off the Mountain and Big Bear Off the Mountain services. MARTA buses currently stop before the main platform because taxis block access after train arrivals. This presents a problem in that new passengers don't know where to wait (this is not the signed stop) and passengers have been left behind, sometimes requiring the bus to return to the station to pick them up. To ensure that no passengers are left behind, a new routing through the parking lot is recommended, with a stop that ensures that passenger can see the bus, while still avoiding the taxi congestion.

Big Bear Off the Mountain

The recommendations presented above for scheduling policies and circulation at the Metrolink station are the same for Big Bear Off the Mountain services.

Fare Adjustments

The Big Bear Off the Mountain route has the same fare inequities as the Rim Off the Mountain service. The trip from Running Springs to San Bernardino is $2.50, but it's $5.00 for the general public from Arrowbear, which is just about a mile from Running Springs.

Similar to the RIM Off the Mountain service, the recommendation is to reduce the number of zones by one. All of the Big Bear Lake area, including Fawnskin, is included in Zone 1. Zone 2 includes Snow Valley. Zone 3 includes Running Springs and Arrowbear. All San Bernardino area stops are in Zone 4.

A trip between Big Bear Lake and San Bernardino would remain at $10.00 for the general fare and $5.00 for seniors and the disabled. A trip between Arrowbear and San Bernardino currently costs $5.00 and the trip between Running Springs and San Bernardino currently costs $2.50. Under the alternative fare structure, the trip from both Arrowbear and Running Springs would be $5.00 for the general fare and $2.50 for the senior/disabled fare.

The third fare adjustment recommendation expands the choice of multi-ride tickets and passes to include 10-ride or weekly passes for the various numbers of zones. In this recommendation, a regular commuter on the Off the Mountain service would pay $70 per week for a 4-zone pass to travel from Big Bear Lake to San Bernardino. (A 10-ride ticket for riding five days per week is currently $90 per person.) A rider could travel between Big Bear and Fawnskin for a 1-zone weekly pass at $17.50 for the week. A 10-ride ticket would be $22.50 as it currently exists today for the general public.

New Stop Location in Running Springs for Off the Mountain Service

The schedule for Off the Mountain service simply identifies the stop in Running Springs as "Running Springs" with no indication of the bus stop location. The only signed bus stop is on Hilltop Blvd., but no additional information is provided (such as where to catch the bus in the other direction). The westbound bus stop is at Lloyds, quite a distance away. The stops need to be better aligned and signed with passenger information available.

Given the distance between existing bus stops in Running Springs for the Off the Mountain service, and the lack of good pedestrian access, it is recommended to have a pair of bus stops with the uphill stop at Dutch Plaza and the downhill stop across the street, on the nearside corner of Hilltop Blvd. and Palo Alto Way. Having bus stops across from each other is standard for transit stops and is easily understood by the riding public, including occasional riders. Information panels should be provided at each of the bus stops. This location provides safe pedestrian access to both the uphill and downhill bus stops.

Service to Victorville

During the outreach phase of this project, social service stakeholders in the Big Bear area reported that most court services for the Big Bear area have been moved to Victorville (courts for RIM area residents are in San Bernardino). Getting to hearings for restraining orders, custody hearings, drug court and other types of hearings is almost impossible for individuals without cars. Individuals must be at court by 8 am, and paperwork at the court is typically issued after lunch, around 2 pm.

Between July 1, 2003 and June 30, 2004, MARTA operated fixed route service to Victorville three days a week on Tuesday, Thursdays and Saturdays, with one trip in the morning and one trip in the afternoon. The fare was $5.00 one way. Unfortunately, ridership for the entire year was just 356 passengers, which is equivalent to 2.3 passengers per day of service. Due to low ridership, the route was discontinued.

Five alternatives were explored in the SRTP, including both traditional and non-traditional means for serving transit dependent individuals between Big Bear and Victorville. It is recommended that MARTA budget $10,000 in FY 2012 for a Travel Reimbursement Escort Program (TREP) project in partnership with DOVE. If demonstrated demand exceeds five daily passengers, then consider applying for an FTA 5311 (f) grant in FY 2013/14 for fixed route service.

Big Bear Local Routes

There are two local fixed routes that serve the Big Bear Valley:

Route 1 provides 12 eastbound and 12 westbound trips between Boulder Bay and Erwin Lake. Service is provided every hour, with operating hours between 6:15 am and 6:30 pm on weekdays and Saturdays. On Sundays, service is provided from 8:15 am to 6:30 pm.

Route 1A provides 6 runs eastbound and 6 runs westbound from 10:00 am to 4:00 pm. Service is provided weekdays only. The service starts at Mountain Meadows and runs on the same route as Route 1 between the Village and the terminus loop along Greenway, North Shore Drive, and Paradise (Gold Mountain).

Add an Extra Bus to the Schedule on Schedule Adherence Problem Days

The Big Bear area schedule seems to work well on most days; however, it is severely impacted by snow in winter and heavy tourist traffic on Summer weekends. Ridecheck data for afternoons on both survey dates reflects this problem, which was initially identified by passengers and stakeholders. Riders told the SRTP consulting team that they ride much less frequently when it snows because there is "essentially no schedule" and you have to stand out in the cold.

In order to provide more reliable service, an extra bus would be added to the Route 1 schedule on the approximately 60 annual days where schedule adherence is a severe problem. This could be done strategically, so that on busy Friday afternoons, the extra bus is only included for 4-5 hours in the afternoon. On winter snow days, the extra bus may not be required to operate the entire day, but could be required to operate 10 hours on particularly bad days. The recommended action would provide 360 additional annual revenue hours at a marginal cost of $19,370.

Improve the Bus Stop in Front of Stater Brothers Parking Lot

While the current Stater Brothers stop in the safety zone is very convenient for passengers, there is constant pedestrian traffic in front of and behind the bus, causing a significant potential hazard. When the consulting team rode the bus, the driver was very cautious but there were several pedestrians crossing in front of the bus as it was pulling out, including several parents with small children. In the winter, drivers report snow berms that make the circulation even more problematic.

The recommendation would be to upgrade the existing stop when the Stater Brothers Store is remodeled. Since there are current plans to remodel Stater Brothers, including the removal of the breezeway, a more comprehensive bus stop plan could be developed as part of the remodel plan.

Provide Service to The Crossings at Big Bear Lake

"The Crossings at Big Bear Lake," located on Knickerbocker Road just south of Pennsylvania Avenue, is a state-of-the-art family apartment community consisting of 28 two-bedroom and 14 three-bedroom units. It is recommended that The Crossings be served on Route 1A in conjunction with the Mountain Meadows Senior Housing. The schedule and route would need to be modified. If Route 1A started at The Crossings, it could then be routed on Knickerbocker Rd., left on Village, then left on Pine Knot Blvd to Mountain Meadows where it would continue on the existing routing. A new bus stop should be located at the stairway access to Knickerbocker Rd.

Add Route 1A Stop at Senior Center Front Door in the Eastbound Direction Only

When this project began, Route 1A only had stops on Big Bear Blvd. In the eastbound direction, the stop is at the entrance to the Senior Center driveway, which is a substantial walk up the driveway to the front door of the Senior Center. In the westbound direction, the stop is located 1/8 mile east of the Senior Center, requiring a very long walk with no sidewalk to the Senior Center. The westbound stop is not only too long of a walk for most seniors, but presents a safety dilemma and is not utilized by seniors returning from the Senior Center. In fact, seniors have learned to take the eastbound bus and circulate to the end of the run. During the SRTP planning process, Route 1A has been allowed to drive up the driveway and stop at the Senior Center on a request basis. At present, there is little utilization of the on-demand stop.

The recommendation is to have the Route 1A bus circulate into the Senior Center on each trip in the eastbound direction and turn around and make a stop at the front door of the Senior Center.

Introduce New Fare Media for Big Bear Valley Local Routes

It is recommended that MARTA keep the local fare in Big Bear Lake at $1.50. A new day pass would be introduced for $4.00 for the general public and $2.00 for seniors and the disabled. This would provide unlimited travel on local MARTA routes on the day the day pass is issued.

A new weekly pass would be issued for 7 days of travel from the day issued for $20.00 for the general public and $10.00 for seniors and the disabled. Passengers could use MARTA on an unlimited basis for the 7-day period.

The 10-ride punch ticket would remain at $13.50 for the general public and $6.75 for seniors and disabled individuals.

Big Bear Valley Dial-A-Ride (DAR)

The annual cost for the Big Bear Valley DAR was $340,200 in FY 2010/11. The service provided 8,236 annual trips at a cost of $41.31 per trip. Even with a significant fare increase (the average fare increased from $1.99 in FY 2009/10 to $3.23 in FY 2010/11), due to a drop in ridership and productivity, farebox recovery only increased to 7.8%. Productivity as measured in passengers per hour has declined from 2.8 passengers per hour in FY 2008-09 to 2.1 passengers per hour in FY 2010/11, after the fare increase.

Four recommendations are made to improve Big Bear Valley Dial-A-Ride.

Reduce Service Area to be Manageable with One Vehicle

The current Dial-A-Ride service area includes Fawnskin and all of the Baldwin Lake and Erwin Lake areas. This is far too large of an area to serve with one vehicle, and is one of the reasons for low productivity.

The Off the Mountain route is not required to have ADA Complementary Paratransit service as it is considered an intercommunity route that is exempt from ADA requirements. Therefore, there is no requirement to serve Fawnskin with Dial-A-Ride service, although this does provide local mobility for residents.

If MARTA were to limit the Dial-A-Ride boundaries to within ¾ miles of Routes 1 and 1A, it would vastly shrink the Dial-A-Ride service area, but would still remain a large area to serve with one vehicle. This is the recommended policy.

Require Dial-A-Ride Reservations the Previous Day

If the service area were reduced as recommended above, it would allow the dispatcher to group trips in a more efficient manner. For passengers who not ADA eligible, the dispatcher could provide a call back to negotiate pick up and drop off times with passengers to ensure higher productivity levels. It is important to note that Dial-A-Ride is not meant to be a taxi service and shared rides with two or three other passengers should be the norm and not the exception. It is recommended that Dial-A-Ride trips require next day reservations to guarantee a trip. An individual should be able to make a reservation up to 14 days in advance. Same day reservations could still be made, but would be on a space available basis and would not be guaranteed. Dispatchers would only accept same-day trips if it would help to increase productivity and farebox revenue for the day. The objective is to increase the productivity and farebox recovery of Dial-A-Ride trips.

Provide Travel Training to Seniors and Disabled Individuals to Utilize Fixed Route Service

Travel training, often with peers, can show seniors and disabled persons the benefits and ease of utilizing fixed route service instead of Dial-A-Ride service for trips they need to make.

Utilize the Local Taxi Service During Low Demand Periods and Peak Demand Periods

Dial-A-Ride demand is highest on the first five days of the month and a single bus cannot keep up with demand. Other systems around the United States utilize taxi services to supplement Dial-A-Ride operations to both meet peak demand as well as provide service during low demand periods.

MARTA is currently paying a driver the entire time that Dial-A-Ride is available for service. Except for Dial-A-Ride trips to meet the Off the Mountain bus, most Dial-A-Ride trips take place between 9 am and 4 pm in most systems on Monday to Friday. The recommended action is to utilize Big Bear Cab to help supplement the peak demand period and during low demand periods when ADA Paratransit is required.

It is recommended that MARTA apply for an FTA 5317 grant to provide implementation planning assistance and then to fund the costs of expanded ADA Paratransit service when MARTA is not operating.

RIM Local Routes

Route 2 provides 9 trips eastbound and 8 trips westbound among VOE, Top Town, Crestline, Twin Peaks, RIM of the World, Blue Jay and Lake Arrowhead Village. Service is provided Monday through Friday from 6:15 am to 5:45 pm. There is a midday gap in service between 10:45 am and 2:15 pm eastbound and between 11:15 am and 12:50 pm westbound. One run a day serves Cedar Pines in the eastbound direction, by request on the last run of the day. Timed transfers are available to Route 4 upon request.

Route 4 provides 8 trips eastbound and 9 trips westbound among Mountain Community Hospital, Lake Arrowhead Village, Sky Forest, and Running Springs. Service is provided from 7:30 am to 6:02 pm Monday through Friday. A midday gap in service exists between 12:25 pm and 3:00 pm eastbound and from 12:50 pm and 2:30 pm westbound. Transfers to Route 2 are available upon request.

Bolster Route 2 with 60 Minute Service All Day Until 7 pm and Consolidate Route 4 and DAR Resources into a Deviated Fixed Route

This is the recommended service alignment if and when sufficient funding is available to implement it. In March 2012, MARTA submitted an FTA 5316 grant application to Caltrans in order to provide the additional funding. The grant is designed to make the service more attractive to existing and potential workers who need public transportation. The grant application would provide funding to close the existing gap in the middle of the day on Route 2 and extend the hours to 7:15 pm. Frequencies every 60 minutes all day long would be provided. This would require an additional 1,100 annual vehicle service hours at a marginal cost of $55,687.

Route 4 would operate as a deviated fixed route along its current entire length every two hours, allowing for route deviation for ADA eligible individuals within ¾ mile of the route on a guaranteed basis. Service would be extended to Arrowbear. In a route deviation service, the bus deviates from the route to pick up and drop off passengers, but also serves all scheduled stops. According to MARTA staff, there are three existing DAR hours that are provided in the Running Springs area that would be utilized in the route deviation service. Because of the route deviations, service at scheduled stops would be provided every two hours and scheduled timed transfers would be made at Lake Arrowhead Village every two hours. The grant application would extend the span of service in the evening hours to 7:05 pm requiring an additional 191 annual vehicle service hours or a cost of $7,777.

The grant funding would last for three years and the operating assistance is adjusted for inflation. Service would be continued as a first priority, assuming that Transportation Development Act monies continue to increase to satisfactory levels. This is discussed in more detail in Chapter 7.

The advantage of this recommended service is that it provides hourly service on Route 2 which has demonstrated more ridership demand than Route 4. It eliminates the midday gaps and provides opportunities for employment at Lake Arrowhead Village. It also extends service to Arrowbear.

Provide Ninety Minute Frequencies on Routes 2 and 4 All Day Long

This is the back-up alternative if the FTA 5316 grant application is not successful. It utilizes existing vehicle revenue hours.

In this alternative, Route 2 service would be provided all day long every 90 minutes. Route 4 would be extended to Arrowbear and would also operate every 90 minutes. Transfers between Routes 2 and 4 would occur every 90 minutes at Lake Arrowhead Village.

The advantage of this back-up alternative is that it provides all day service, without a break in the middle of the day. It also provides an extension of Route 4 to Arrowbear. Finally, it provides more running time to Route 2, which currently has problems with schedule adherence. The disadvantage is that it reduces service levels from every 60 minutes to every 90 minutes during the morning and afternoon.

RIM Dial-A-Ride

In the Crestline, Lake Arrowhead, and Running Springs areas, there is Dial-A-Ride service available from 7:00 am to 6:00 pm. Appointments for Dial-A-Ride service can be made up to two hours in advance, but advance reservations of 24 hours are preferred.

Service to Green Valley is available on Tuesdays and Thursdays, with service available for first pick-up at 9:45 am. A 24 hour advance reservation is required. Passengers can transfer to Route 4 in Running Springs or to the Big Bear Off the Mountain Route for an additional fare.

Saturday Dial-A-Ride service is available from 9:00 am to 5:00 pm in the Crestline Area and from 10:00 am to 4:00 pm in the Lake Arrowhead area. No weekend service is available in the Running Springs or Green Valley areas.

In FY 2010-11, RIM Dial-A-Ride services cost $414,802. Ridership and productivity have decreased since FY 2007-08. Ridership has dropped from 20,818 in FY 2007/08 to 9,327 in FY 2010-11. Productivity has also dropped from 2.9 passengers to 2.0 passengers per hour. The subsidy per passenger was $41.89 in FY 2010-11. The following recommendations are made to improve DAR service in the RIM area.

Transition to Route Deviation Service from Lake Arrowhead Village to Arrowbear

The preferred alternative from Lake Arrowhead Village to Arrowbear along the Route 4 corridor is route deviation service, with service frequencies every two hours. This will eliminate the requirement for ADA Paratransit service between Lake Arrowhead Village and Arrowbear. ADA eligible passengers living within ¾ mile of Route 4 would be guaranteed a ride if the request is made the day before or up to 14 days in advance. Requests for the general public who are not ADA Paratransit eligible would only be accommodated on a space available basis. Outside of the ¾ mile boundaries, for both ADA Paratransit registered participants and the general public, requests would be accommodated based on space availability and the need to keep on schedule for transfers at Lake Arrowhead Village every two hours. If an ADA eligible person lives beyond ¾ mile of Route 4, this may require that some trip requests be accommodated at another time of the day or even the next day. Only trips within ¾ mile of Route 4 for ADA eligible persons would be guaranteed upon request.

Discontinue Dial-A-Ride to Green Valley

With the route deviation service and no dedicated Dial-A-Ride buses in the Running Springs area, it is recommended that DAR service to Green Valley be discontinued. There is evidently only one person who occasionally utilizes the service. In FY 2010/11, there was a total annual ridership of just 49 passenger trips for the entire year.

Along the Route 2 corridor ADA Paratransit service is required within ¾ mile of the route. ADA Paratransit registered individuals would be able to make next day reservations or reservations up to 14 days in advance up to one hour on each side of the requested reservation time. All other trip requests from the general public within ¾ mile of Route 2 and all requests beyond ¾ mile would be on a space available basis and whether the trip can be grouped with another trip request. All trip requests from non-ADA eligible persons and ADA Paratransit eligible persons beyond ¾ mile from Route 2 will be accommodated if the dispatcher can effectively group trips to improve productivity and meet farebox recovery performance standards. This will require negotiation between the dispatcher and the passenger for pick-up and drop-off times for individuals who are not ADA eligible.

There is currently no taxi service in the RIM area. In Chapter 5, a feasibility study is recommended for a subsidized taxi voucher program with the only taxi company in the Big Bear area. One potential issue to explore in the work scope of the feasibility study is whether or not the Big Bear Cab Company would be willing to station a taxi in the Crestline area to provide supplemental taxi service. MARTA could potentially

purchase and lease an accessible taxi vehicle to the taxi company so that wheelchairs could be accommodated.

A taxi voucher program in the RIM area would have the same benefits as in the Big Bear area. Participants would have more flexibility in scheduling trips and would be able to make trips in the later evening and weekend which is currently not possible. This would be especially beneficial to the individuals who live beyond ¾ mile of both Routes 2 and 4.

It is recommended that the RIM area be included in the taxi feasibility study. An FTA 5317 grant application to fund the feasibility study would be applied for in FY 2012/13.

Marketing Recommendations

The Marketing Plan, Volume II of the SRTP, provides a set of detailed marketing strategies recommended for implementation in conjunction with the service plan. The plan focuses on increasing utilization of MARTA's transit services among a broad base of potential users. Specifically, the strategies address four marketing objectives:

- Increase visibility and awareness of the transit system and services
- Enhance ease of use of transit services
- Build relationships with gatekeepers for key ridership markets
- Promote trial and repeat ridership among potential ridership segments

The structure of the marketing plan is illustrated in the graphic at the right.

Increase Visibility and Awareness of the Transit System and Services

Buses and bus stops are a transit system's most visible marketing tools. They are seen by thousands of people every day and can either be a highly effective awareness-building tool or essentially invisible. This section will address strategies for enhancing visibility and awareness through branding and signage strategies which, once implemented, have long term communications value.

Branding

MARTA's current branding is very subdued. Buses and bus stops tend to blend in and thus do little to promote visibility of the system. In addition, the MARTA logo does not clearly identify the nature of the service. At a glance it could easily be the name of a business or social service agency operating in the mountain region, rather than a public transit service.

Two branding strategies are recommended for increasing MARTA's visibility. It is anticipated that these would be implemented in combination.

- **Bolder Colors for Signs and Buses**

  The first recommendation is simply to increase visibility by changing the base color of the buses and bus stop signs to a bolder, more visible color that will stand out against the summer and winter landscapes.

- **New Name and Logo**

  Changing the color alone would increase the visibility of the MARTA buses; however the simultaneous implementation of a new logo and/or name would increase the attention value of the change and enhance the identification of MARTA's services as public transit. To retain the geographic identification with the service area while increasing the identification of the service as public transit, the name ***Mountain Transit*** is suggested. If it is considered beneficial to retain a connection to the MARTA name and identity, services might be initially branded as ***Mountain Transit by MARTA***. Over time, ***by MARTA*** could be dropped.

MOUNTAIN TRANSIT
BY MARTA

Signage

Bus stop signs serve a variety of purposes. They create awareness among potential riders that transit service is available in a given corridor or to a specific destination. When someone is ready to try transit, they let them know exactly where to catch the bus and provide security that the passenger will be picked up. And finally, they provide a long-term, low-cost means to provide passenger information including phone number, web address, route information and departure times.

Four strategies relating to signage are recommended for MARTA and are detailed in the plan.

- Sign as many designated pick-up points as possible.
- Utilize bold signs with phone, web, and route/destination decals.
- Include changeable panels with maps and schedule information at all major stops.
- Provide enhanced signage and information at transfer centers.

Enhance Ease of Use of Transit Services

A transit agency's printed passenger guides and website are generally the first step in a new passenger's experience with a transit service. The image presented by these tools and the ease of using them to plan a

trip will color the customer's perceptions and expectations – and often determine whether they actually try riding the bus.

MARTA's passenger guide and website do not provide novice riders with an easy-to-understand introduction to the system. Attracting new riders is critical to MARTA's success; therefore, making the system easier to understand and use is probably MARTA's most important marketing objective.

Passenger Guide

The current passenger guide provides basic route and schedule information for the entire MARTA system in a single guide, and includes "how to ride" information in both English and Spanish. While quite comprehensive, it is difficult to use. It is recommended that MARTA's printed passenger information be redesigned and produced based on the following guidelines:

- Transition to a full-color fold-out format that is more visually attractive and easier to understand at a glance.
- Create separate passenger guides for the Big Bear fixed routes, RIM fixed routes and Dial-A-Ride.

The plan describes in detail the content for each of the guides including color system and detail maps, schedules (with specific bus stop locations), easy to understand fare charts and bilingual information.

Website

New riders to transit are most likely to turn to the internet for travel information – as they do for information about virtually anything. National research demonstrates this and was supported by our interviews within the Mountain area. MARTA's website is neither a good nor easy-to-use introduction to the system.

It is recommended that MARTA develop a new website which will incorporate the new branding and graphic elements from the passenger guides. A recommended design approach is described in detail in the plan. The website home page should include two key elements:

- Google Transit trip planner
- Interactive system map with links to schedules and detailed route maps

Once the new website is in place, MARTA should ask partner organizations and agencies to provide links to i from their own websites. Links from websites for visitor organizations, social service agencies, schools and connecting transit systems will increase MARTA's visibility and let potential users see that they have a transit options for accessing various services.

Build Relationships with Gatekeepers for Key Ridership Markets

Many organizations serve as gatekeepers for potential transit riders. Interviews conducted as part of the outreach for the SRTP made it clear that many gatekeepers would welcome a closer working relationship with MARTA and are very willing to serve as a conduit of transit information to their constituents.

Establish and Maintain Gatekeeper Network

The first step in this effort is to create and maintain a list of gatekeeper contacts for relevant target audiences. This should include representatives of Social Service Agencies, Employment Programs, Training Programs, Senior Centers and Senior Complexes, Youth Programs, Medical Clinics and Visitor Organizations.

Conduct Webinars and/or Personal Transit Training Sessions with Gatekeeper Staff

Staff at these gatekeeper organizations are often charged with arranging transportation for their clients, but they do not fully understand the MARTA system. MARTA should implement a systematic program of Transit Training for these front line staff persons. The goal should be to meet with staff at each organization at least once and possibly twice each year. The plan includes a number of alternatives for conducting these sessions and recommendations for presentation content.

Conduct Outreach Presentations to Key Audiences

There are a number of opportunities for MARTA to conduct direct outreach to potential users. Personal presentations can be particularly effective in encouraging senior citizens to use public transportation rather than go directly from driving to Dial-A-Ride (when they can no longer drive). It is recommended that MARTA staff attempt to schedule and conduct quarterly presentations at Big Bear Senior Center, Crestline Senior Center, Mountain Meadows and Crossings Apartments. The plan provides specific recommendations for presentation content.

Establish and Maintain Transit Lobby Displays

Transit Display Locations
RIM Family Services
Summit Plaza
Big Bear Senior Center
Crestline Senior Center
Crestline Library
Running Springs Chamber
Big Bear Visitor Center

A suggestion heard repeatedly during outreach for this plan was that MARTA establish transit displays at high traffic locations including Social Service offices, Senior Centers, medical clinics, Chambers of Commerce and Visitor Centers. These displays would provide permanent low-cost advertising for the system and would be seen by hundreds of people each week. In addition, they would provide a focus for the distribution of the new passenger guides. At the right is a starter list of potential locations that were suggested. The plan provides detailed recommendations for the creation of displays.

Promote Trial and Repeat Ridership among Potential Ridership Segments

This final set of strategies relates to the encouragement of new transit ridership through media advertising, public relations and promotional activities. While these strategies are important and can be quite effective, they are secondary to the recommendations relating to signage and passenger information, as they will work best once those elements are in place.

Media Advertising

Two enhancements of the current advertising program are recommended:

- The first is to diversify the media plan. In addition to advertising in the two Shoppers, it should include on-line advertising. During outreach for the SRTP, www.rimoftheworld.net (aka www.ROTWnews.com) was repeatedly referenced as a key way of communicating with area residents. MARTA should consider adding this website and those of local newspapers (*Big Bear Grizzly, Mountain News/Crestline Courier*) into its media mix as it appears many residents get their news and information on-line. On-line ads provide the opportunity for direct click through to MARTA's website.
- The second recommendation for enhancement relates to the creative approach used for MARTA. The current, somewhat generic ads should be replaced by a "campaign" of ads which communicate the benefits of MARTA, enhance the image of the system and encourage readers to visit the website or pick up a passenger guide. All ads should have a consistent, recognizable design that reflects the revised branding previously discussed. There are two distinct approaches which MARTA might take to advertising – testimonial or trip-based. Each of these options is detailed in the plan.

News Media Relations

Articles about MARTA in local newspapers can increase awareness of public transit and educate residents about what it has to offer. News coverage about transit services can be increased by making sure that local papers are provided with a regular stream of information about MARTA, its services and its benefits. Therefore, it is recommended that MARTA create and maintain a systematic news release calendar.

Promoting to Current Passengers

Retaining current riders is as important as attracting new ones in MARTA's effort to increase productivity. MARTA's drivers already appear to do a good job of delivering friendly customer service. Other steps which can enhance customer satisfaction and retain ridership include:

- Conduct regular on-bus communications with riders.
- Improve the availability of passes.
- Utilize social media to communicate timely information to riders.

Special Promotions

- **Special Event Services:** Special services to high traffic community events can be an extremely effective way of attracting non-traditional transit riders to use the bus, at least occasionally. The plan discusses potential venues for such services.
- **Free Ride Promotions:** During outreach for the SRTP, a number of stakeholders recommended free ride promotions to attract new ridership. Free ride promotions can be surprisingly successful in generating trial usage of transit services; however they do result in lost passenger revenue, and should thus be

considered with care. There are a number of ways in which MARTA might use free ride offers to encourage new ridership. These are detailed in the plan.

Marketing Budget

As a rule of thumb, transit agencies should spend about 1-2% of their operating budget on marketing, in addition to what they spend on basic passenger information. For MARTA this would be $23,000 to $46,000. Currently, marketing expenditures are about $11,000 including the cost of printing the passenger guide and maintaining the website.

The plan includes an itemized budget which reflects the minimum marketing costs that need to be budgeted for. In addition to the annual costs, there are a number of one-time costs relating to branding, signage and website creation.

Marketing Toolkit

As a final element of the SRTP project, a marketing toolkit will be developed. This will include a set of fully produced marketing tools for use by MARTA in implementing the marketing plan. It is recommended that the toolkit include branding elements, new passenger guides and a new website, as well as optional promotional tools.

Financial Operating Plan

The financial plan provides the details on the operating costs and revenues from FY 2012/13 to FY 2016/17, based on the recommendations in the previous chapters.

Financial Scenarios

There is a great deal of uncertainty facing public transportation financing. In order to provide a bracket of possible financial outcomes, two financial scenarios have been developed to provide a reasonable financial planning framework.

- Conservative Estimate Scenario: This scenario utilizes conservative estimates. It assumes that the current economic recovery continues, but that local revenues remain relatively flat. It also assumes that the federal commitment to local transit operating funding declines based on recent Congressional funding proposals.
- Economic Recovery Scenario: This is essentially a best-case scenario, but is defined if economic recovery returns sales tax revenues back to 2008 levels by 2013, and then increase at historical levels thereafter. It also assumes historical increases in federal funding commitment to rural transit systems.

With the conservative estimate scenario assumptions, revenues decrease from $2.48 million in FY 2011/12 to $2.27 million in FY 2016/17. The primary reasons for the decline in revenue would be a significant reduction in federal funding, the loss of San Bernardino Valley LTF funding, and LTF funding increases at only 1% per year, less than the anticipated rate of inflation. While it is likely that these assumptions will not come to pass,

it is important to realize that MARTA is very dependent on funding sources that are outside the control of the MARTA Board and management.

In contrast, the economic recovery scenario increases revenues from $2.48 million in FY 2011/12 to $3.19 million in FY 2016/17. This scenario assumes that the economic recovery increases LTF and Measure I funding by 5% per year, that MARTA retains Bernardino Valley LTF funding, and that MARTA is successful with federal FTA 5311(f) and FTA 5316 grant funding.

The contrasting financial scenarios point to the importance of growing LTF funds to MARTA's financial situation. If the economy thrives and sales taxes are healthy, then MARTA thrives. In addition, there have been federal grant programs available that MARTA has taken advantage of and just recently MARTA submitted a new grant application. If federal commitment to public transportation declines, it will have a significant impact on MARTA's operations over the next five years.

The scenario analysis also points to the need to establish an operating reserve of at least $500,000 from carryover LTF funds. This will allow MARTA to withstand normal fluctuations in economic conditions without having to immediately reduce service. Establishing such a reserve fund should be a high priority.

Baseline Operating Costs

The amount of service supplied between FY 2012/13 and FY 2016/17 will depend upon the financial resources available to fund them. The baseline operating costs assumes the same supply of transit services as provided in FY 2010/11.

In FY 2011/12 budget, $1,529,903 of the total $2,338,932 is devoted to wages, benefits and payroll taxes for employees, or approximately 65% of the total budget. Operations had a budget of $870,487 in FY 2012/13 or 37.2% of the operating budget. By far, the highest budget line item is for driver wages at $656,169. Maintenance labor is $164,570.

The actual fuel costs in FY 2010/11 were $300,000, up from $238,288 in FY 2009/10. In FY 2011/12, fuel was budgeted at $316,000, and will likely be higher with the spike in gas prices during the winter of 2012. In FY 2011/12, fuel costs were 13.5% of the operating budget. The five-year SRTP assumes an average 4% annual increase in the price per gallon of fuel.

The new insurance calculations left MARTA owing $466,529 from past fiscal years. The MARTA Board decided that the amount owed could be taken from MARTA's accumulated carry-over amount of LTF funds of $661,049 from prior fiscal years that coincide with years that insurance payments were due. Including the owed amount in the budget avoids any negative effect to MARTA's farebox return ratio. The amount owed would be spread over a three-year 'catch up' period and will appear on MARTA's Operating Budgets as a debt.

The baseline operating costs are relatively flat and increase from $2.3 million in FY 2011/12 to $2.6 million in FY 2016/17, based on the same service levels as FY 2010/11.

Comparison of Baseline Operating Costs to Operating Revenue Scenarios

A comparison was made of the baseline operating costs and forecasted revenues for both the conservative and economic recovery scenarios. In FY 2013/14 under the conservative scenario, there would be an $82,000 deficit compared to a $231,000 surplus in the economic recovery scenario. If the conservative financial scenario turns out to represent actual conditions in FY 2013/14, no service improvements could be made, and reductions in administrative expenses would have to occur. By FY 2016/17, the conservative scenario annual deficit grows to almost $400,000, assuming baseline costs. This does not enable contributions to a reserve fund, and would require significant service reductions.

In contrast, the economic recovery scenario provides a $378,000 surplus even after making annual contribution of $200,000 to a reserve fund. In this scenario, the reserve fund would grow to $900,000 by FY 2016/17, and significant service improvements would be affordable.

Recommended Priority of Service Improvements

The table below provides a prioritization of service improvements that would be possible in the economic recovery scenario.

Service Improvement Priorities

Priority	Improvement	Annual Hours	Annual Cost
1	Tripper Service on Route 1	360	$19,370
2A	Routes 2 All day 60 minute to 7:05 pm	1,100	$55,687
2B	Route 2 90 minutes all day to 7:05 pm	338	$11,842
3A	Route 4 120 minutes route dev. 6:45 pm	192	$11,716
3B	Route 4 90 minutes to 6:45 pm	192	$7,777
4	Extend Big Bear Hours M-Sa to 7:30 pm	927	$49,879
5	Sunday service on RIM OTM	260	$20,366
6	Sunday service on BB OTM	312	$24,439
7	Extend Big Bear Hours Sunday to 6:30 pm	208	$11,192
8	Extra Midday run on RIM OTM	640	$50,132
9	Extra Midday run on BB OTM	768	$60,159
10	Service to Victorville 3 days/wk,3 weeks/mo.	540	$46,973

Capital Plan

Bus Procurements

MARTA currently has a fleet of 19 buses in the active fleet and 6 buses in the inactive fleet. In addition there are four non-revenue vehicles including a field vehicle and three shop trucks. The fleet consists of small and medium sized cutaway buses, with the current maximum vehicle length of 29 feet.

There are currently eight buses in the active fleet assigned to the Crestline facility and eleven buses assigned to the Big Bear Lake facility. The majority of the buses in Big Bear Lake are medium sized cutaway buses, with a length of 29 feet and a seating capacity of 26 people. These buses are utilized on both local Big Bear Lake and Off the Mountain service. A smaller cutaway is currently utilized for Route 1A. MARTA has just received delivery of two new small 8 passenger Dial-A-Ride buses. A Freightliner Trolley is also utilized for charter services.

On most days, Big Bear Lake has a peak pullout of just five buses. However, a second bus is sometimes utilized on the Off The Mountain service if traffic delays a schedule, so peak pullout can be as high as six buses. At the first of the month, a second DAR bus is rarely utilized to handle peak demand. Therefore, on occasional days, there is a peak pullout of seven buses. Four buses are currently utilized as spares in Big Bear Lake.

All buses currently housed at Crestline are smaller cutaways, with a maximum length of 25 feet and capacity for 18 passengers. Only one Crestline bus is this large. The other buses have seating capacities of 8 to 13 passengers. There is also a peak pullout of five buses from the Crestline facility. The current bus being utilizing for OTM service is a 25 foot 18 passenger cutaway. This bus is deficient for the type of service it is operating.

Over the next five years, MARTA needs to be strategic in future vehicle procurements in order to match the fleet to the service plan requirements described earlier. The recommended fleet mix by FY 2016/17 includes an active fleet of 21 buses and four non-revenue vehicles. A total of 21 vehicles are scheduled for purchase over the next five years including 17 revenue buses, two field cars and two shop trucks. New types of vehicles are recommended for procurement and are discussed in more detail in Chapter 8.The recommended fleet becomes more diverse with the addition of low floor cutaway buses, the utilization of Sprinter buses, and the purchase of two wheelchair accessible sedans for use in taxi service.

Equipment and Minor Facility Improvements

Bus stop shelters, benches, MARTA signs and information panels are an important element of passenger comfort and system visibility. The Market Plan budget includes $126,500 in bus stop signage costs and another $10,350 in information panel costs for implementing the new MARTA branding. These are one-time costs. The capital budget includes a budget for ongoing replacement of bus stop signs, shelters and benches. Other equipment included in the capital plan include:

- Security equipment

- AVL based passenger information system
- Replacement of shop equipment

Facility Modernization

Both of MARTA's maintenance faculties have significant limitations.

The Crestline shop is currently just 31 feet long by 50 feet wide with a 14-foot high ceiling. The existing facility was not designed as a transit yard, and is not sufficient to accommodate the 29-foot Glaval Titans that MARTA utilizes in the Big Bear Off the Mountain service. Buses cannot be raised on a lift due to the low ceiling height. In addition, the bus yard is very small and it is very difficult to maneuver buses within it. There is not sufficient parking to accommodate the MARTA fleet.

In Big Bear, the facility limits bus size to 32 feet. A heater unit on the ceiling limits the capability for bus lifts. There is not sufficient storage capacity at the Big Bear Lake shop.

A feasibility study is programmed in FY 2012/13 to study the potential for modernizing both the Crestline and Big Bear Lake shops. The focus will be on Crestline including options to 1) remodel the existing facility, 2) relocated to another facility, or 3) purchase land and build a new facility. A maintenance facility professional will be hired to conduct a detailed feasibility study of these three options. The feasibility study will include a detailed cost estimate of the preferred alternative. The feasibility of minor modernization upgrades at Big Bear Lake will also be undertaken.

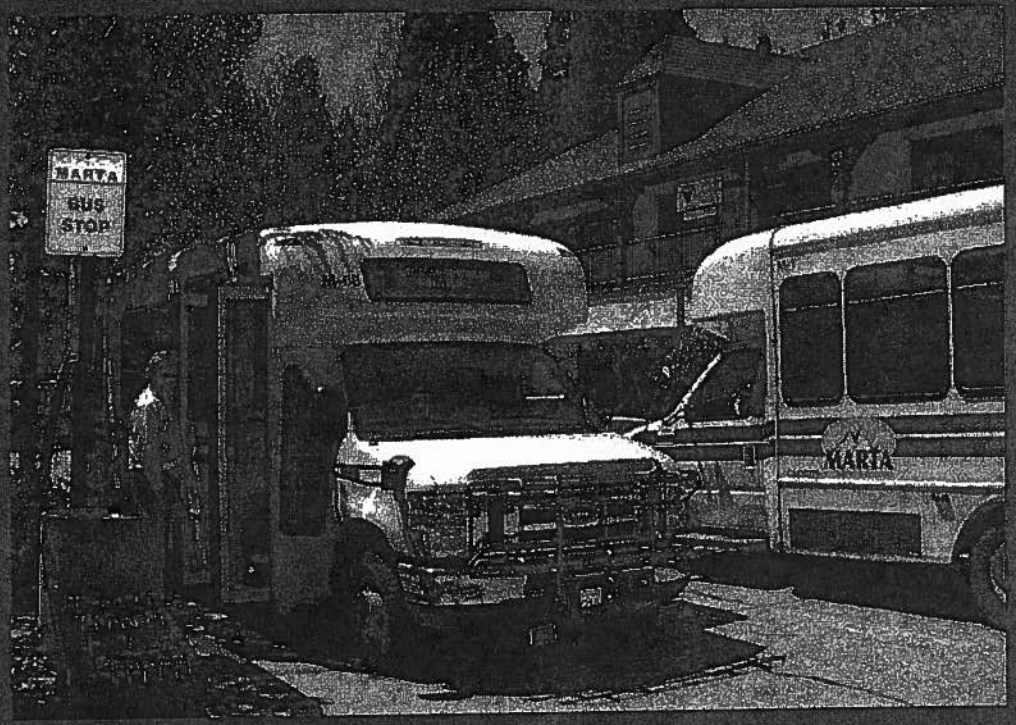
Based on the results of the feasibility study, the recommended modernization approach will be designed and built over the next several years. $2.1 million dollars has been programmed for this purpose. The capital plan will need to be updated to reflect the results of the feasibility study.

Summary of Capital Costs

Exhibit 8-4 shows the capital improvement costs over a 5-year period. Vehicle procurements would total $2.4 million during the planning horizon. Equipment and minor facility improvements are estimated at $806,000 over the five-year planning horizon. Finally, the facility modernization effort is preliminarily estimated at $2.1 million. Total capital costs are estimated at $5.1 million.

Details on the expected mix of capital revenues to be utilized over the five-year planning horizon are included in Chapter 8.

MARTA 2012-16
Short Range Transit Plan

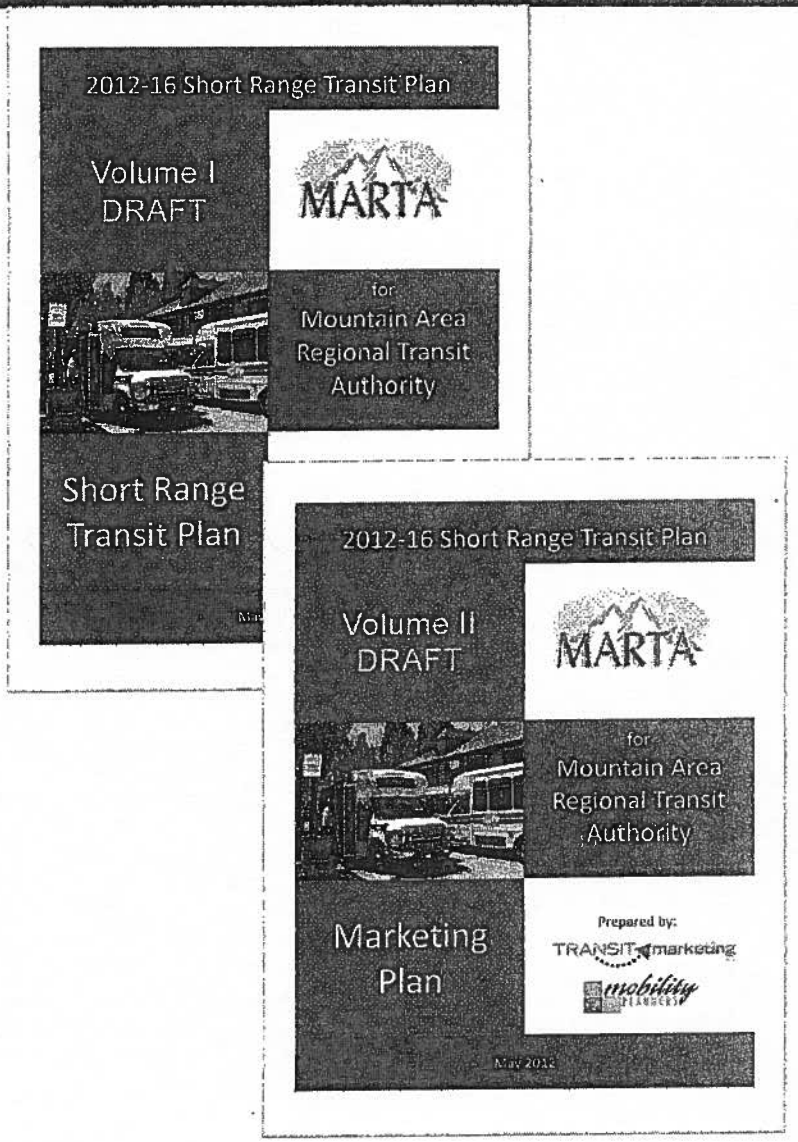


TRANSIT marketing LLC

mobility PLANNERS

MARTA SRTP Overview

- Outreach and Data Collection
- Service Plan
  - OTM
  - Big Bear Valley
  - RIM Area
  - Revised Fare Structure
- Marketing Plan
- Operating Financial Plan
- Capital Plan
- Action Plan



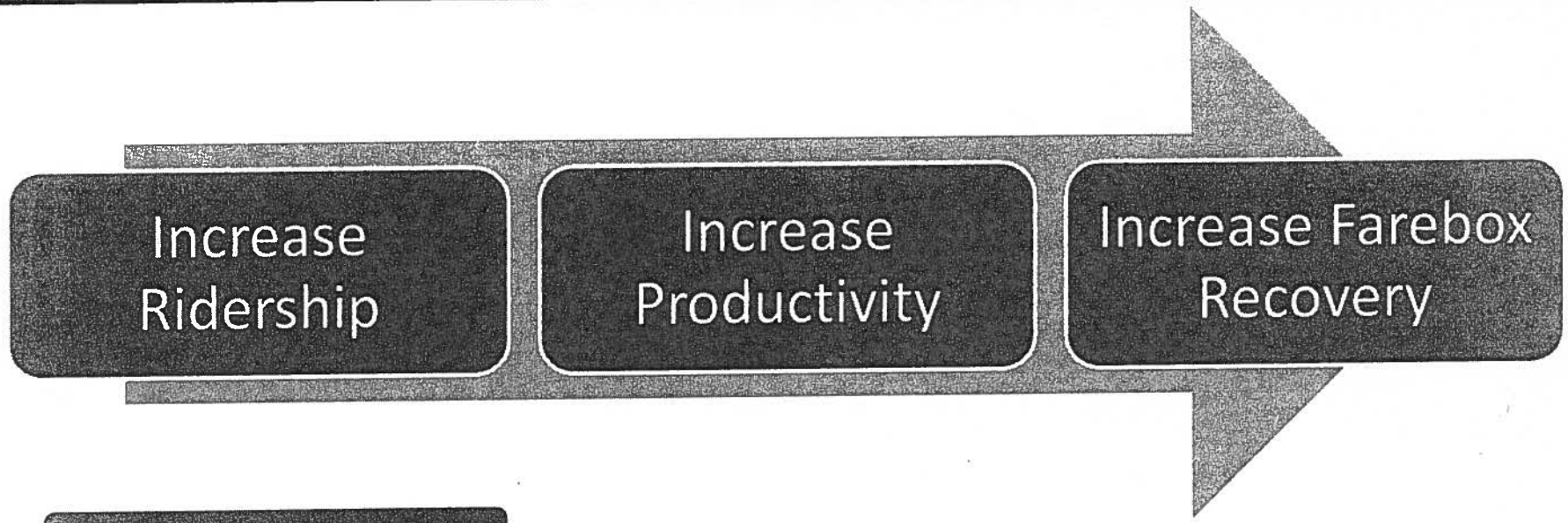
Outreach and Data Collection

- Public meetings
  - Crestline, Running Springs and Big Bear Lake
- In-depth interviews with stakeholders
  - In communities throughout MARTA's service area.
- Interviews with MARTA bus operators and operations staff
- Informal passenger interviews
  - On-board both Big Bear and RIM routes.
- Formal passenger survey on-board fixed route buses
- Dial-a-Ride mail-back survey
- Boarding and alighting count of passengers on Big Bear routes
- Ridership records maintained by drivers reviewed for all other services

Key Findings

- Sound route networks
  - Serve most important destinations, only minor adjustments needed
- Service span/frequency limited
  - But the most that can be afforded
- Fare structure needs revision
  - Issues of affordability and equity
- Enhanced communications needed
  - Marketing and stakeholder outreach are critical to increasing ridership
- High level of poverty in service area
  - Most riders are transit dependent

Objectives

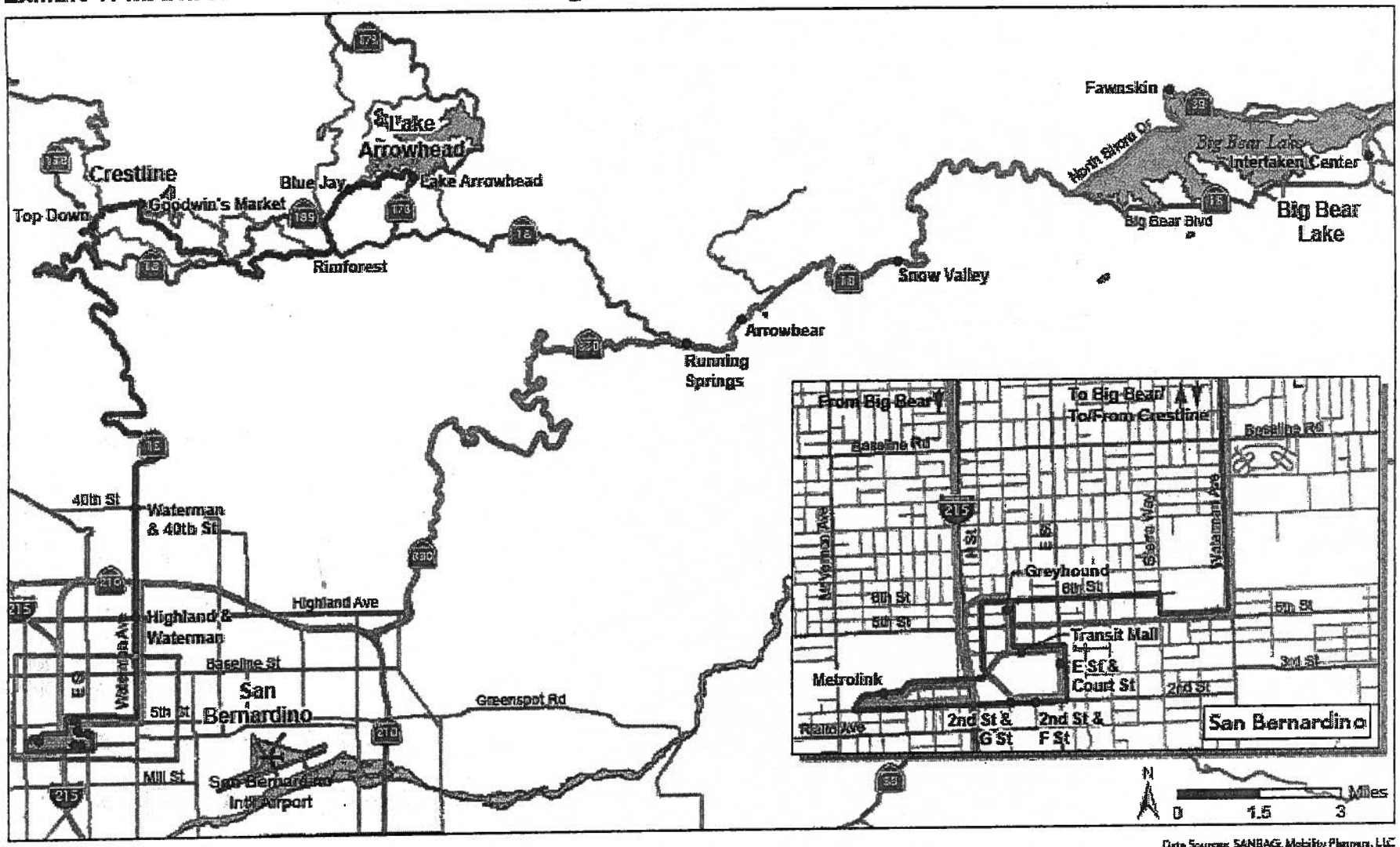


- Fair Fares & Fare Media
- User Friendly Passenger Info
- Increased Visibility
- Service Where Demand Is
- Schedule Adherence

Service Plan

Off the Mountain
RIM and Big Bear

Exhibit 1: MARTA RIM Off the Mountain and Big Bear Off the Mountain Routes



Timepoints

RIM Off the Mountain Route

Big Bear Off the Mountain Route

Highway

Major Roads

Local Roads

Map Inset Area

Data Sources: SANBAG, Mobility Planners, LLC
Map Prepared by Caitlin Kriesmyer
Revised February 1, 2012

Off the Mountain

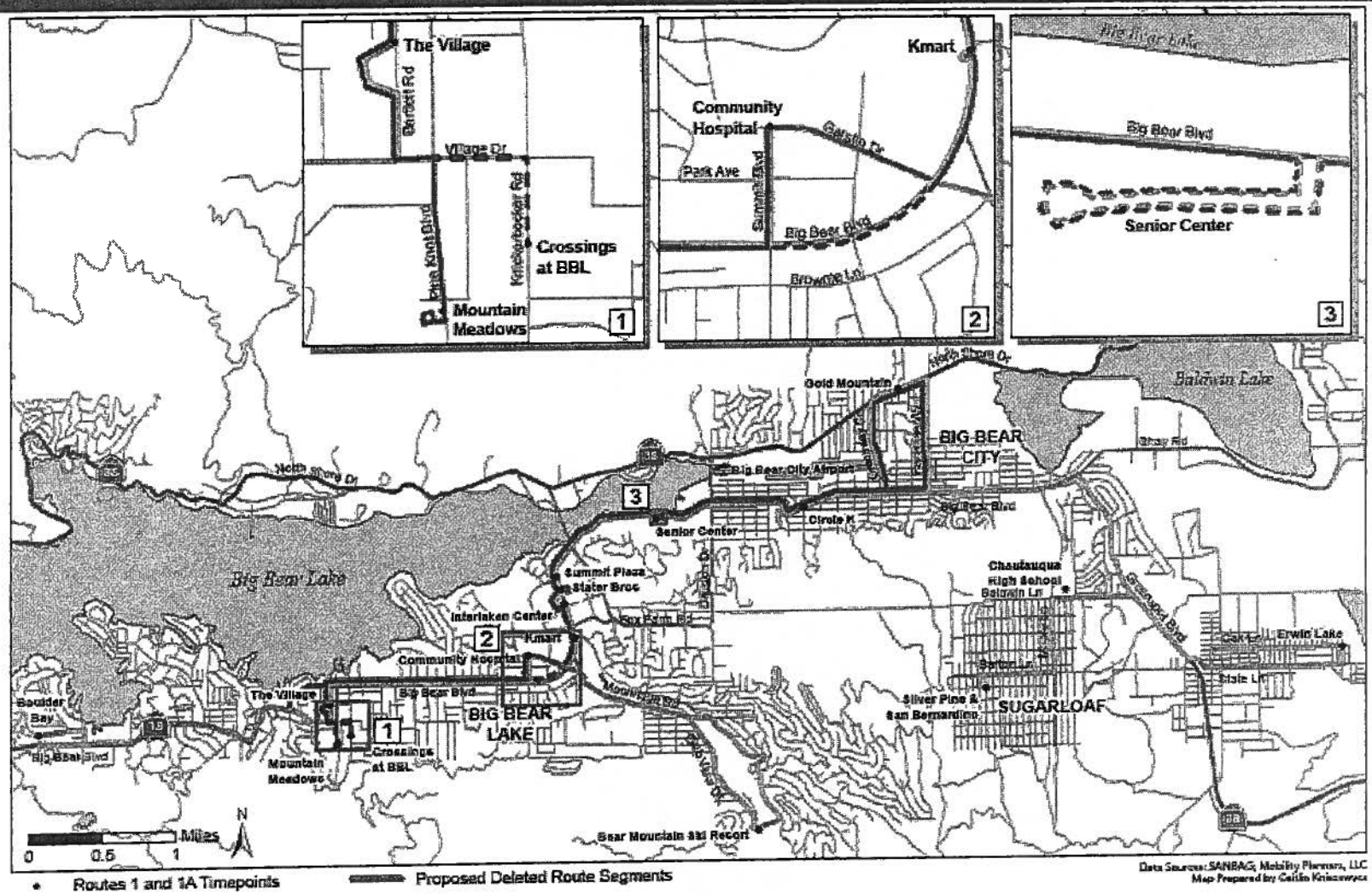
- Strongest Routes in System
  - Growing Ridership
  - Farebox Recovery: RIM (17%), Big Bear (30%)
- Key Issues
  - Fare Zone Inequity
  - High level of turnover among ridership – need for enhanced information
  - Tweaks in schedule and bus stop location to better coordinate with Metrolink
  - Bus Stop Location in Running Springs

Big Bear Valley Local Services

Big Bear Local Service

- Decline in ridership and productivity
  - 8.3 passengers per hour on fixed route, 2.2 on Dial-a-Ride
  - Farebox recovery 13.2% on fixed route, 8.2% on Dial-a-Ride
  - Average fixed route fare increased 32%
  - Population declined 8%
  - Transitory ridership
- Key Issues
  - Severe schedule adherence problems due to winter weather and summer weekend traffic
  - New Service Destinations
    - Service to Crossings at Big Bear Lake (new affordable housing)
    - Service to Senior Center
    - Service to Summit Plaza (social service center)
  - Move of courts for BBV residents to Victorville

Minor Route and Stop Revisions



New stops at Senior Center, Summit Plaza and Crossings

Other Recommendations

- Schedule Adherence
  - Supplemental tripper service on Route 1 during peak days
  - Approximately 60 days per year to be budgeted
- Implement mileage reimbursement program for Victorville court trips
- Dial-a-Ride
  - Negotiate taxi-voucher program with Big Bear Cab to reduce cost of Dial-a-Ride service that is beyond ADA requirement

Exhibit 8
Route 1 Average On-Time Performance, Weekday

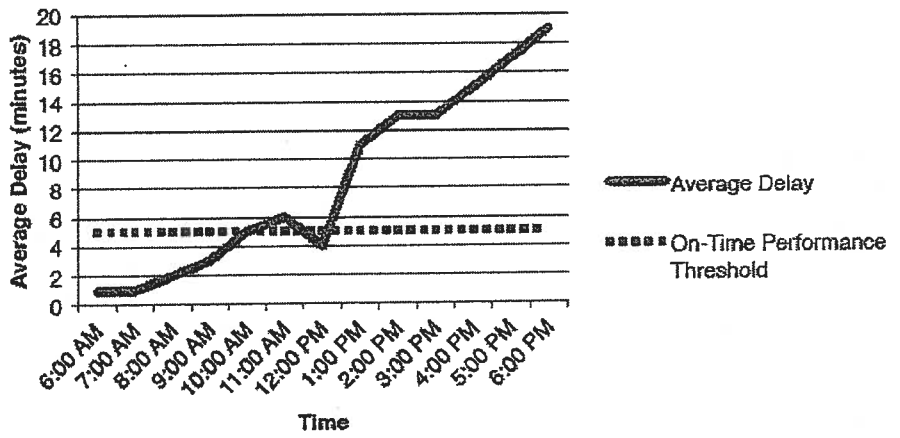
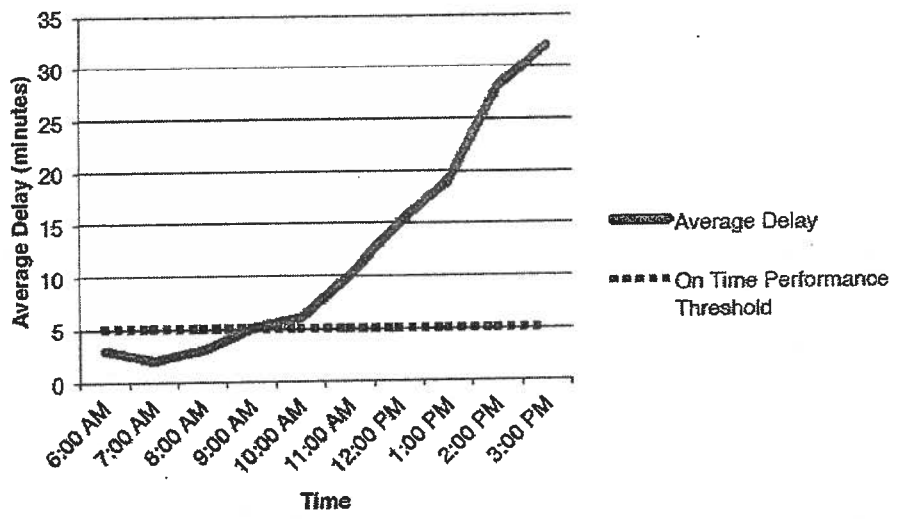


Exhibit 9
Route 1 Average On-Time Performance, Saturday

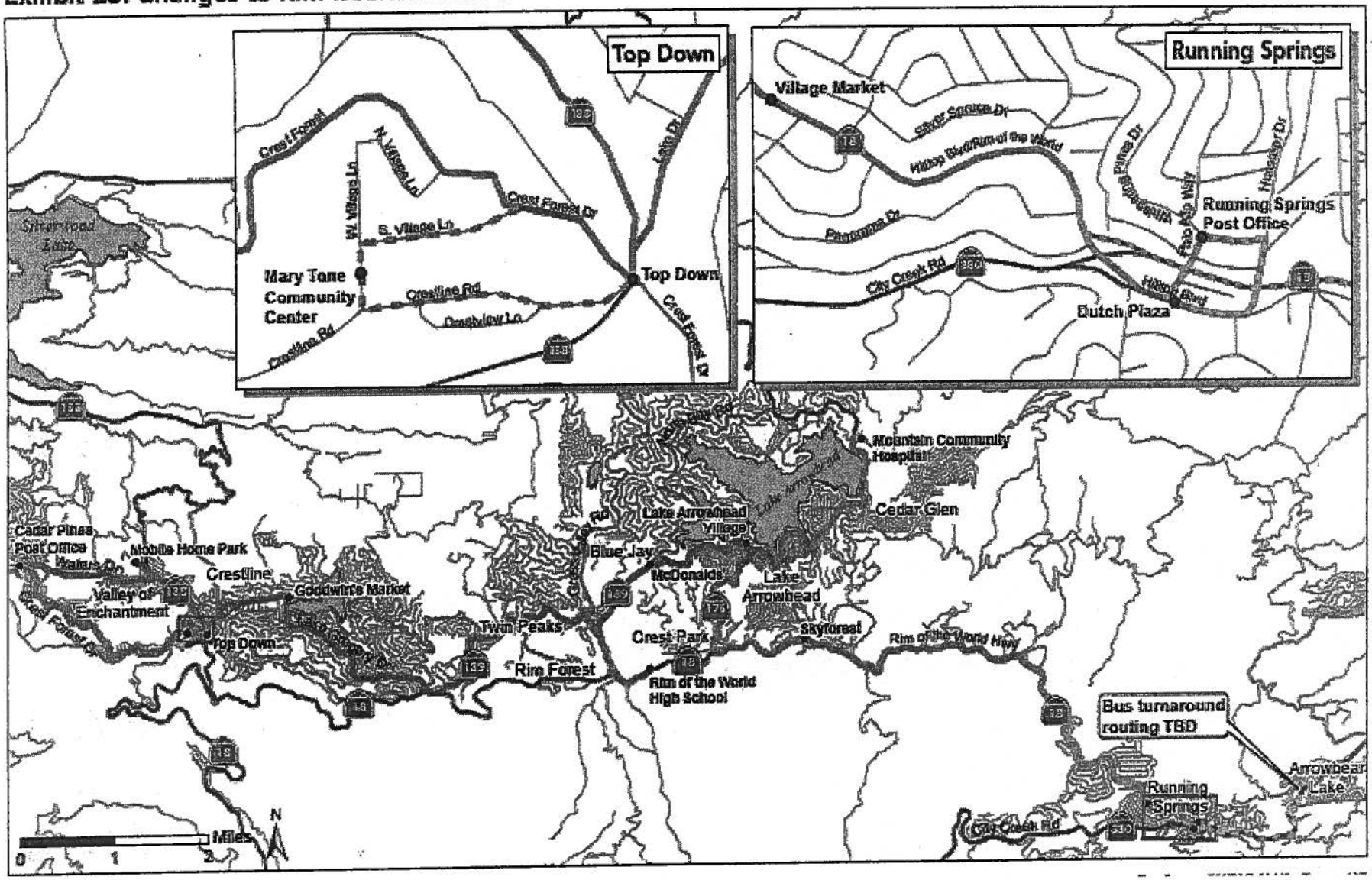


RIM Area
Local Services

RIM Local Service

- Growth in ridership, low productivity
  - 3.2 passengers per hour on fixed route, 2.0 on Dial-a-Ride
  - Farebox recovery 7% on fixed route, 5.4% on Dial-a-Ride
- Key Issues
  - Gap in midday service
  - Hours of operation do not allow for work trips
  - Very low ridership on Route 4
  - Some fares too high for target population
  - Need to greatly bolster ridership and productivity

Exhibit 23: Changes to RIM Routes 2 and 4



- Routes 2 and 4 Timepoints
- Route 2
- Proposed Route 2 Changes
- Route 4
- Proposed Route 4 Changes
- Highways
- Major Roads
- Local Roads
- Map Inset Areas

Expand service to Arrowbear (4) and Mary Tone School (2)

Other Recommendations

- Apply for JARC funding to enhance service levels on RIM fixed routes (approved).
- Match service levels to demand on RIM routes:
  - Implement 60 minute all-day service on RIM Route 2, with expanded span of service to accommodate work trips
  - Implement 120-minute route deviation service on Route 4, with expanded service to Arrow Bear
- Eliminate DAR service to Green Valley

Revised Fare Structure

Key Issues with Fare Structure

- Inequity in distance based fares
- Existing zone boundaries (in RIM area) are not well understood – confusing to both drivers and passengers
- Affordability is a key issue in the MARTA service area given the high level of poverty
- Fare increases have resulted in ridership losses for local services
- Existing fare media options are limited and do not encourage frequent use

Existing Fare Structure

	Cash	
	General	Seniors/Disabled
Local Fixed Route		
RIM	$1.00 per zone	$.50 per zone
Big Bear Valley	$1.50	$0.75
Off the Mountain		
RIM	$2.50 per zone	$1.25 per zone
Big Bear Valley	$2.50 per zone	$1.25 per zone
Dial-A-Ride		
RIM	$3.00 first zone	$1.50 first zone
	$1.50 add'l zone	$0.75 add'l zone
Big Bear Valley	$5.00	$2.50

Fare Comparison

OTM Service	Top Town	Crestline	Rim Forest	LAV	Running Spgs
Miles to Metrolink	17	18	19	24	24
Current Fare	$2.50	$5.00	$5.00	$7.50	$2.50
Fair Fare (.25/mi)	4.25	$4.50	$4.75	$6.00	$6.00
Recommended Fare	$4.00	$4.00	$5.00	$5.00	$5.00

Local Service	Cedar Pines	Blue Jay	LAV	Running Spgs
Miles to Goodwins Mkt	3.3	6.2	8.6	13
Current Fare	$1.00	$2.00-3.00	$3.00	$4.00
Fair Fare (.30/mi)	$0.99	$1.86	$2.58	$3.90
Recommended Fare	$1.00	$2.00	$2.00	$3.00

Fare Objectives

- Objective: Create a fare structure that is simpler, more equitable and more affordable for regular use
- Features:
  - Reduced number of zones
  - Same zones for local fixed route, DAR and OTM
  - Enhanced fare equity across zones
  - New fare media to encourage frequency of use for fixed routes, including day pass and weekly pass
  - Increase senior definition from 60 to 65

Revisions to Fare Structure

- RIM Area
  - Eliminate one local fare zone
  - Make San Bernardino a unique fare zone
- Big Bear Valley
  - Make San Bernardino a unique fare zone for OTM
  - Include Fawnskin in Big Bear Lake fare zone
- Many fares will stay the same
  - Overpriced trips will have lower fares
  - Top Town and Running Springs to San Bern will increase to $4 & $5
- Introduce Day Pass and 7-Day Passes to incentivize regular ridership

Trip	Current Fare	New Fare
Local Trips		
VOE to Crestline	$1.00	$1.00
LAV to Crestline	$3.00	$2.00
Running Springs to Crestline	$4.00	$3.00
Within Big Bear Lake	$1.50	$1.50
OTM Trips		
Crestline to San Bern	$5.00	$4.00
Top Town to San Bern	$2.50	$4.00
LAV to San Bern	$7.50	$5.00
BBL to Fawnskin	$5.00	$2.50
BBL to San Bernardino	$10.00	$10.00
Run Spgs to San Bern	$2.50	$5.00

Marketing Plan

Summary of Findings

- Need for enhanced communications and marketing
  - Common theme in many of the stakeholder interviews
- MARTA's subdued branding on buses and bus stops signs contributes little to the visibility of transit service
- Lack of consistent bus stop signage and amenities
  - Poor ease of use and the system's visibility
- Passenger guide needs to be more user-friendly
  - Particularly for new riders
- Enhanced website
  - Could be powerful marketing tool both for local residents and "down the hill" visitors
- Higher level of outreach needed to create marketing partners
  - Engage social service agencies, schools and other gatekeepers
- Advertising should have effective and consistent message

Marketing Objectives

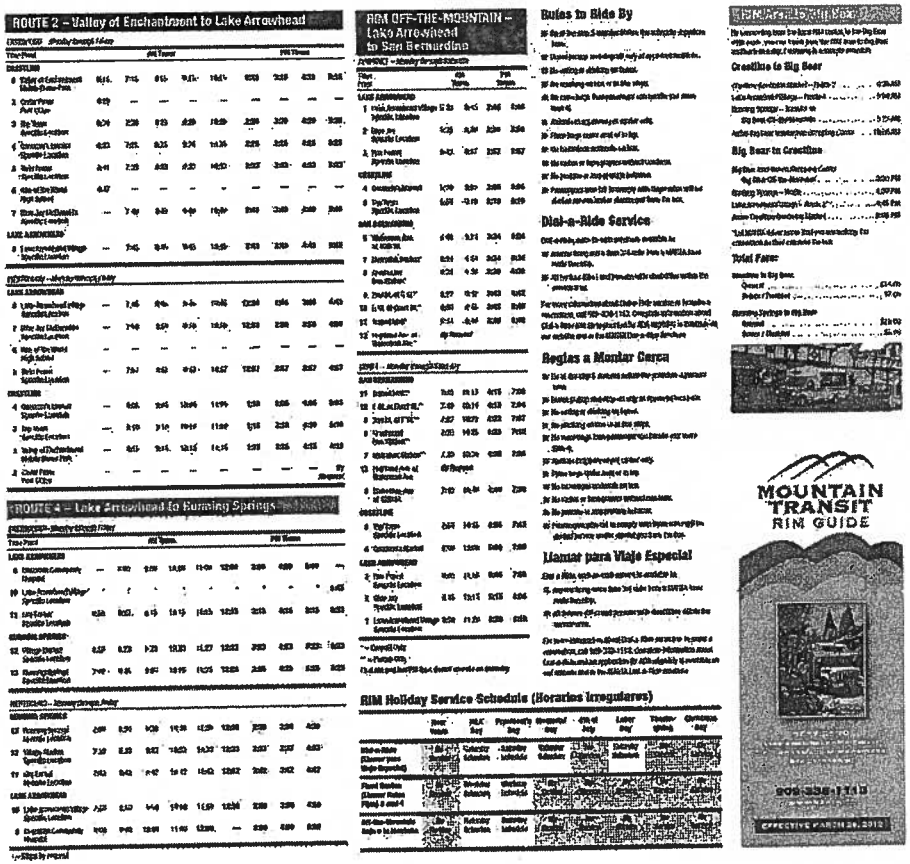
- Increase Visibility and Awareness of the Transit System and Services
- Enhance Ease of Use of Transit Services
- Build Relationships with Gatekeepers for Key Ridership Markets
- Promote Trial and Repeat Ridership Among Potential Ridership Segments

Branding & Signage

- Bolder Colors for Signs and Buses
- New Name and Logo
- Signs at as Many Designated Pick-Up Points As Possible
- Bold Signs with phone web address, route/destination decals

Passenger Guides

- Transition to a full-color fold-out format that is more visually attractive and easier to understand at a glance.
- Create separate passenger guides
  - Big Bear Area Transit Guide
  - RIM Area Transit Guide
  - Dial-a-Ride User's guide



Website

MARTA

Wednesday Jan 4, 2012

49.2°F

Up and down the mountain or just around town...let MARTA get you there.

- General Information
- Dial-a-Ride
- Local Service
- Off the Mountain Service
- Trip Planner
- Employment
- Board Meetings
- Fleet Photos
- Contact Us

- Community Links
- Road Conditions
- Weather Forecast

Welcome Aboard! The Mountain Area Regional Transit Authority (MARTA) provides local and Dial-a-Ride bus service to the Big Bear Valley, Running Springs, Lake Arrowhead, Crestline and Off the Mountain service to San Bernardino.

In the News

HOLIDAY SCHEDULE

CHRISTMAS DAY -- December 25th
NO SERVICE

NEW YEAR'S DAY -- January 1st
NO SERVICE

In observance of these holidays, MARTA Administrative Offices will be closed on Monday, December 26th and Monday, January 2nd.

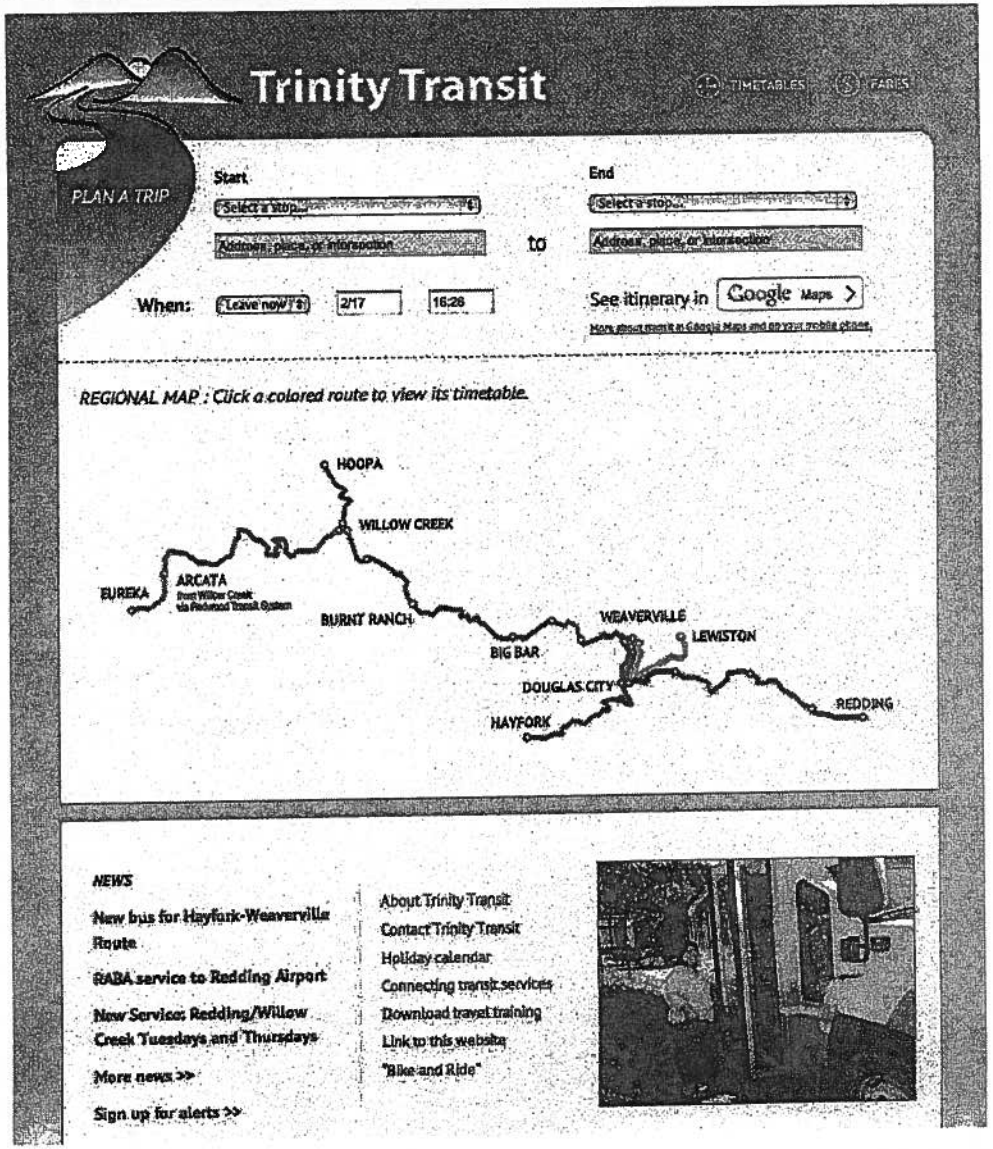
ROUTING CHANGES FOR OFF-THE-MOUNTAIN ROUTE

UDPATE 11-16-11
OMNITRANS TRANSIT CENTER
Due to the relocation of the OMNITRANS Transit Center, passengers transfering to or from the Off-the-Mountain bus will transfer on F **Street between 4th and 5th Streets** *effective 11-16-11.*

HIGHLAND & BOULDER (WALMART STOP)
The Off-the-Mountain bus stop at Walmart on Highland and Boulder in San Bernardino has been relocated from the Burger King

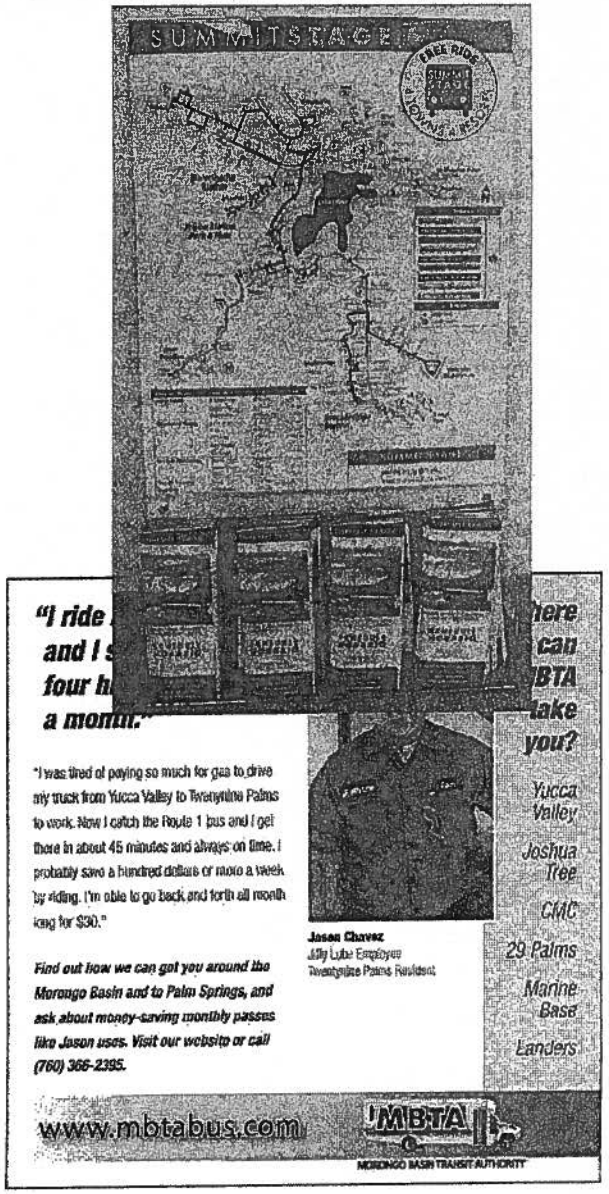
Website

- Create new website, consistent with design of passenger guides
- Potential user should be primary focus of the website
- Including “landing pages” relevant to “up the hill” visitors and Metrolink connectors



Other Marketing Strategies

- Build Relationships with Gatekeepers for Key Ridership Markets
  - Establish and Maintain Gatekeeper Network
  - Conduct Transit Training with Gatekeepers
  - Conduct Outreach Presentations to Key Audiences
  - Establish and Maintain Transit Lobby Displays
- Promote Trial and Repeat Ridership Among Potential Ridership Segments
  - Media Advertising – Testimonial and Trip Focused
  - News Media Relations
  - Promoting to Current Passengers
  - Special Promotions



Operating Financial Plan

Financial Scenarios

Conservative

- Farebox Revenue
  - 1% increase
- LTF
  - 1% increase per year
- Measure I
  - 1% increase per year
- FTA 5311
  - Reduced by 30%

Economic Recovery

- Farebox Revenue
  - 5% increase
- LTF
  - 4% increase per year
- Measure I
  - 5% increase per year
- FTA 5311
  - 3% increase per year

Comparison of Scenarios
Conservative & Economic Recovery

	FY 2011/12 Budgeted	FY 2012/13 Projected	FY 2013/14 Projected	FY 2014/15 Projected	FY 2015/16 Projected	FY 2016/17 Projected
Conservative Estimate Scenario						
Revenues	$ 2,477,213	$ 2,327,889	$ 2,353,330	$ 2,169,526	$ 2,193,470	$ 2,217,699
Baseline Expense	$ 2,338,932	$ 2,379,733	$ 2,435,307	$ 2,492,307	$ 2,550,773	$ 2,610,747
Surplus or Deficit	$ 138,281	$ (51,845)	$ (81,978)	$ (322,781)	$ (357,302)	$ (393,047)
Economic Recovery Scenario						
Revenues	$ 2,477,213	$ 2,668,272	$ 2,866,324	$ 3,016,443	$ 3,132,376	$ 3,188,862
Baseline Expense	$ 2,338,932	$ 2,379,733	$ 2,435,307	$ 2,492,307	$ 2,550,773	$ 2,610,747
Set Aside for Reserve	$ -	$ 100,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000
Net Surplus or Deficit	$ 138,281	$ 188,539	$ 231,017	$ 324,136	$ 381,604	$ 378,115

Improvement Priorities
Recommended

Priority	Improvement	Annual Hours	Annual Cost
1	Tripper Service on Route 1	360	$ 19,370
2A	Routes 2 All day 60 minute to 7:05 pm	1,100	$ 55,687
2B	Route 2 90 minutes all day to 7:05 pm	338	$ 11,842
3A	Route 4 120 minutes route dev. 6:45 pm	192	$ 11,716
3B	Route 4 90 minutes to 6:45 pm	192	$ 7,777
4	Extend Big Bear Hours M-Sa to 7:30 pm	927	$ 49,879
5	Sunday service on RIM OTM	260	$ 20,366
6	Sunday service on BB OTM	312	$ 24,439
7	Extend Big Bear Hours Sunday to 6:30 pm	208	$ 11,192
8	Extra Midday run on RIM OTM	640	$ 50,132
9	Extra Midday run on BB OTM	768	$ 60,159
10	Service to Victorville 3 days/wk,3 weeks/mo.	540	$ 46,973

Capital Plan

Capital Expenditures

- Vehicle Procurements
  - Bring fleet into line with five year service plan
- Equipment and minor facility improvements
  - Bus Stop Signage and Information Panels
  - Security Equipment
  - Office Equipment
  - AVL Passenger Info System
  - Maintenance Equipment
- Facility modernization
  - Current facilities are characterized by severe limitation on size of vehicles which can be serviced and area for parking/maneuvering vehicles in yard
  - Feasibility Study – potential to modernize both Crestline and Big Bear Lake facilities (2012/13)

Capital Revenues & Expenditures

Summary of Capital Revenues and Expenses

Revenue Source	FY 2012/13	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	Total
State/Local						
Prop 1B PTMISEA	$ 208,212	$ 1,070,600	$ 992,994	$ 624,826	$ 13,737	$ 2,910,369
Prop 1B Security	79,315	20,000	20,000	20,000	20,000	159,315
State Transit Assistance	22,156	75,000	80,000	85,000	90,000	352,156
Local Transportation Fund	75,000					75,000
Federal						-
FTA 5311 (F)				212,826		212,826
CMAQ	219,729			1,049,619	119,570	1,388,918
Total Revenue	$ 604,412	$ 1,165,600	$ 1,092,994	$ 1,992,271	$ 243,307	$ 5,098,584

Capital Expenditures*						
Vehicle Procurements	$ 294,247	$ 432,600	$ 169,744	$ 1,185,609	$ 135,061	$ 2,217,261
Equipment and Minor Facilities	$ 235,165	$ 133,000	$ 123,250	$ 206,663	$ 108,246	$ 806,323
Facility Modernization	$ 75,000	$ 600,000	$ 800,000	$ 600,000	$ -	$ 2,075,000
Total Capital Costs	$ 604,412	$ 1,165,600	$ 1,092,994	$ 1,992,271	$ 243,307	$ 5,098,584

* See Exhibit 8-4 for detail on Capital Expenditures

Action Plan

Year by Year Activities

Management-Service-Marketing-Capital

Discussion

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: **28**

Date: September 5, 2012

Subject: Valley Transportation Services, Inc. Five Year Business Plan

Recommendation:* Approve Valley Transportation Services, Inc. Five Year Business Plan pursuant to the terms of Contract No. 11174 Section 3(d).

Background: On May 4, 2011, the Board approved Contract No. 11174 with Valley Transportation Services, Inc. (VTrans). The contract with VTrans documented the requirements for the agency's receipt of Measure I funds for on-going annual programs of benefit to the San Bernardino Valley Senior and Disabled populations. The contract detailed the revenue allocation process, reporting, and auditing requirements and set an initial three-year term.

As part of the contract, VTrans is required to submit its initial five-year strategic plan (Plan) to the SANBAG Board for approval. The Plan is included as Attachment 1 to this agenda item.

The Plan highlights VTrans' current projects and current project funding. Currently VTrans is using Measure I to leverage federal Jobs Access Reverse Commute (JARC) and New Freedom funds to partner with the agencies such as Pomona Valley Workshop, Central City Lutheran, and Loma Linda Adult Day Health care for transportation options to residents of the San Bernardino County

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

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Attachment: brd1209d1-rpg

at a lower cost-per-trip than had the trips been provided by Omnitrans through its contract with Access Services.

The Plan also highlights opportunity areas that could possibly be considered by VTrans in the future. Such areas include establishing an in-person eligibility center for Access Services, a Vanpool program, expansion of mileage reimbursement programs, taxi voucher/taxi regulation in the Valley, and a vehicle maintenance program. The goal of all these programs is to find a lower cost alternative to provide public transportation thereby making more efficient use of scarce resources.

Financial Impact: This item has no direct impact on the Fiscal Year 2012/2013 SANBAG Budget. Contract No. C11174 provides for the amount and the mechanism for providing VTrans Measure I funding. These funds have already been included in the SANBAG Fiscal Year 2012/2013 Budget under Task No. 0310.

Reviewed By: This item was reviewed by the Commuter Rail and Transit Committee on August 16, 2012, and recommended for approval (9-1-0: Opposed: Riddell).

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

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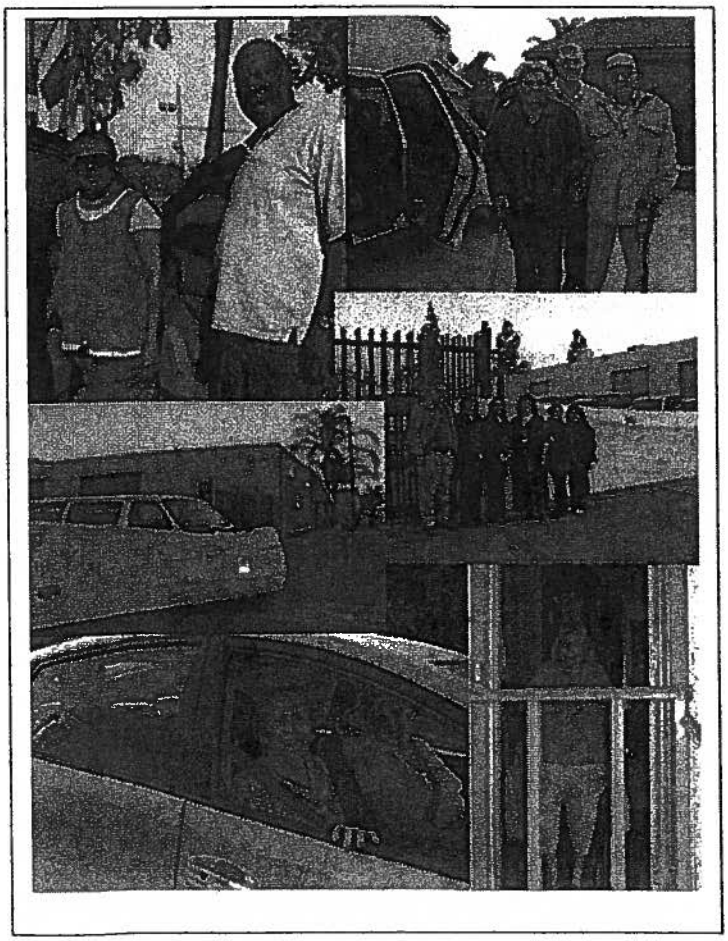
Attachment: brd1209d1-rpg

ATTACHMENT D1

YTrans

Creating Mobility Solutions



Valley Transportation Services
299 W. Foothill Blvd. Suite 202
Upland, CA 91786

Business Plan 2012-2017

May 1, 2012

Valley Transportation Services Business Plan 2013 - 2017

Introduction

A business plan is an important tool in guiding an organization through key development periods and to serve as a guide for periodic review of overall direction. This is the first Business Plan for Valley Transportation Services (VTrans). Preparation of a Business Plan and its submittal to SANBAG is specifically required by the contract between the agencies (C11174 Section 3 d). The contract calls for a Business Plan covering the years 2013 through 2017. This Plan fulfills that contractual requirement.

This Plan does more than meet the SANBAG contractual requirement. It serves as the basis for defining the formative years of VTrans. It is the foundation for analysis by the VTrans staff and for policy planning by the VTrans Board of Directors. The planning process serves as the forum for dialogue among VTrans officials regarding the future direction of the organization, the allocation of the agency's resources among a variety of projects, establishing the organizational structure and accompanying staff and support, and guiding development of relationships among key agencies in the community.

The Plan also serves as a basis upon which to evaluate the performance of the organization. This is important from the perspective of evaluating the direction and accomplishments of the organization by its own governance structure. The Board of Directors needs a mechanism by which to judge overall performance relative to its established benchmarks. Similarly and at a more technical level, the staff needs a tool for use in evaluating performance. At this level, both quantitative and qualitative measures are included. One of the most significant quantitative measures is performance relative to the adopted budget.

The Plan also serves as a benchmark against which outside agencies, most importantly SANBAG, can evaluate VTrans. SANBAG is legally responsible for the designation of a Consolidated Transportation Services Agency (CTSA). It chose VTrans to fill that important role. With that designation comes responsibility to serve the community through a variety of transportation projects. The Plan serves as a tool for use by SANBAG to evaluate its decision to designate VTrans.

Overview of Valley Transportation Services

Valley Transportation Services is a new nonprofit 501c3 corporation created and designated in October 2010 by SANBAG as the Consolidated Transportation Services Agency eligible to receive 2% of the Measure I Senior/Disabled funds collected in the Valley portion of San Bernardino County. Valley Transportation Services' mission is to improve mobility for seniors, persons with disabilities and persons of low income.

County voters approved Measure I, supporting the half-cent sales tax in the incorporated and unincorporated areas of the County for the 20 year period between April 1, 1990 and March 31, 2010. On November 4, 2004 the voters of San Bernardino County approved San Bernardino County Transportation Authority Ordinance 04-01, extending the half cent sales tax for 30 years to March 31, 2040.

The need for a Consolidated Transportation Services Agency had a long history in the San Bernardino Valley. Written into the reauthorization of the Local Sales Tax Measure I, under the allocation for Senior and Disabled transportation services was dedicated funding of 2% of the revenues collected in the Valley shall be made available for the creation and operation of a CTSA. Also stemming from the San Bernardino Valley original Coordinated Plan, as required by Federal Transit Administration under SAFETEA- LU, completed by SANBAG in 2007, the recommendation of further study of structures and functions of the CTSA were explored. Based upon the Measure I expenditure plan and the recommendations stemming from the Coordinated Plan, SANBAG allocated FTA Section 5316 and 5317 dollars to the design study of the CTSA. SANBAG engaged the services of Innovative Paradigms to conduct the extensive outreach and study. At the conclusion of the study, which included independent interviews with local social service providers and members of the community, Omnitrans staff, SANBAG and Omnitrans Board of Directors, it was recommended that a standalone, single purpose Nonprofit Agency should be developed. This San Bernardino CTSA was structured after both Access Services in Los Angeles and Paratransit, Inc. in Sacramento. Both of those operators are standalone single purpose transportation agencies dedicated to the provision of services for special needs populations including persons with disabilities, seniors, and low income individuals.

Since September 2010, SANBAG staff worked alongside Innovative Paradigms staff to create Valley Transportation Services. Staff developed recommended Board structure and developed bylaws and articles of incorporation. The corporation was formed on October 12, 2010, through filing of the Articles of Incorporation with the California Secretary of State.

The Board structure was approved by the SANBAG Board of Directors to include appointments from three different agencies, SANBAG – 3 appointees, Omnitrans, the local public transit provider – 2 appointees, the County of San Bernardino – 2 appointees, and an ex officio member to be a SANBAG Staff representative:

Board Members and terms as of June 30, 2012:

SANBAG Appointed:	
Mike Bair	9/2010 – 9/2013
Floyd Petersen	9/2010 – 9/2013
Gary Madden	9/2010 – 9/2013
Omnitrans Appointed:	
Penny Lilburn	12/2010 – 12/2013
Lee Ann Garcia	12/2010 – 12/2013
County of San Bernardino Appointed:	
Jacquelin Amsler	12/2010 – 12/2013
Dennis Hansberger	12/2010 – 12/2013
SANBAG	
Ex Officio member	
Mitch Alderman	

First Year of Operation

During the first year, Valley Transportation Services entered into contract with Innovative Paradigms for continued consulting services including the appointment of an interim Executive Director for the agency, Phil McGuire, until a search for a permanent Chief Executive Officer could be conducted. Valley Transportation Services also secured office space in its current location 299 W Foothill Blvd. Suite 202, Upland California and entered into contracts for legal services, accounting services, continued consulting services and branding and marketing consulting services. Resulting from the Branding and Marketing study, Valley Transportation Services made the decision to market itself as VTrans and developed its logo:

VTrans
Creating Mobility Solutions

Staffing

The VTrans Board underwent an extensive search for a permanent Chief Executive Officer, spearheaded by its interim Executive Director. In January, a new Chief Executive Officer began full time at VTrans. VTrans currently has 2 full time positions, a CEO and an Administrative Manager. Within the next year VTrans will need to hire up to 3 travel training personnel and a Grants Manager. Recognizing changes in how workplaces function, VTrans will embrace nontraditional workplace practices, such as remote workers taking advantage of current technologies and offering flexible workplace environments to attract younger generation workforce.

Demographics:

Service Area and Demographics:

The county of San Bernardino is the largest, land area wise, in the United States. It has over 20,000 square miles. The population of the County of San Bernardino is 2,035,210 with approximately 1,231,372 residents living in the Valley portion of the County. The Valley portion of San Bernardino is considered an urbanized area and includes 15 cities. The San Bernardino Valley is the largest sub area in the county and represents the urbanized areas between the cities of Chino, Chino Hills on the west end to the city of Yucaipa on the east end.

Currently, funding for VTrans through Measure I revenues sets VTrans core area of operations as the Valley portion of San Bernardino County to include the cities of: Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Montclair, Loma Linda, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa. As a nonprofit corporation, VTrans can legally do business most anywhere. Its current geographic scope is limited to the San Bernardino Valley area due to the principal funding source, Measure I, being limited in use to that area. As the corporation grows and other funding, perhaps not so restricted, is generated, VTrans may choose to expand its geographic presence.

San Bernardino Valley Urban Area Cities
Special Needs Populations

City	Population *	Age 65+ *		Below poverty level **		Persons with Disabilities ***	
		Percentage	Number	Percentage	Number	Percentage	Number
Chino	77,729	6.80%	5,286	6.20%	4,819	18.50%	14,380
Chino Hills	74,410	6.20%	4,613	4.10%	3,051	12.60%	9,376
Colton	52,187	6.50%	3,392	17.90%	9,341	21.50%	11,220
Fontana	189,466	5.20%	9,852	12.50%	23,683	23.70%	44,903
Grand Terrace	12,115	11.90%	1,442	3.90%	472	17.60%	2,132
Highland	52,341	6.80%	3,559	17.30%	9,055	23.80%	12,457
Loma Linda	23,837	15.30%	3,647	12.70%	3,027	18.30%	4,362
Montclair	36,704	8.10%	2,973	15.20%	5,579	25.20%	9,249
Ontario	165,215	6.80%	11,235	12.70%	20,982	23.60%	38,991
Rancho Cucamonga	160,780	6.80%	10,933	4.80%	7,717	15.80%	25,403
Redlands	68,852	12.70%	8,744	10.10%	6,954	16.40%	11,292
Rialto	99,311	7.10%	7,051	14.70%	14,599	23.70%	23,537
San Bernardino	209,174	8.00%	16,734	27.40%	5,7314	26.20%	54,804
Upland	73,887	11.00%	8,128	8.90%	6,576	18.40%	13,595
Yucaipa	50,227	11.90%	5,977	10.40%	5,224	22.60%	11,351

*source 2006-2010 American Community Survey 5 year survey data – Age and Sex
**source 2006-2010 American Community Survey 5 year survey data – Poverty Status in past 12 months
***source Census 2000 – population 21- 64 with disabilities

SANBAG provided mapping detailing where the VTrans focus populations reside, throughout the San Bernardino Valley. Appendix B contains the various mapping completed, including maps that detail locations and numbers of VTrans target populations. These population maps are detailed in several ways, either with numbers, percentages or density. The Transit Opportunity map represents an overlay of all special populations, the darker the color the higher concentrations of seniors, disabled and low income individuals in that particular area. The final map specifies VTrans Measure I funding territory and the current project boundaries.

Funding

Funding for VTrans comes primarily through the local sales tax measure, Measure I. VTrans receives 2% of the revenues collected within the San Bernardino Valley. Currently SANBAG and VTrans have a 3 year agreement setting out roles and responsibilities and set levels of funding for FY 10/11, FY 11/12, and FY 12/13 which is approximately $1.7 million per year. In addition, VTrans was successful in receiving other funding for projects in 2011 with projects beginning in 2012, using the Measure money to leverage the projects. VTrans received FTA funding through both the Job Access Reverse Commute (JARC) and New Freedom (NF) grant programs. In addition, VTrans provided matching funds for other social service programs to help reduce demand on the public paratransit system. VTrans was also a partner with SANBAG, 211, Veterans Administration, Loma Linda University and various departments within the County of San Bernardino in a successful FTA Section 5309 Veterans Initiative Grant. VTrans will provide the matching funds for the capital portion of the grant.

VTrans will operate certain programs with its own in-house resources. Other projects will be provided through a partner agency. The determination as to which approach will be applied depends upon the nature of the project and the match of the skills of the agency with the project. The projects listed below illustrate the difference in approach based upon the capabilities of the agencies involved.

VTrans Operated Projects:

VTrans applied for and was awarded a Federal Transit Administration Grant for both Section 5316 Job Access Reverse Commute and a Section 5317 New Freedom Grant for its Mobility Training project, which is a travel training program designed to work with special populations and travel trainers to train both in the classroom and in the field skills for traveling on the bus, including how to advocate for themselves which includes one on one and classroom training on how to independently use the fixed route system, how to use fare media and how to map out trips.

Mobility Training:

VTRANS	Year 1	Year 2	Year 3	Total
JARC	$199,601	$205,590	$211,757	$616,948
New Freedom	$119,761	$123,354	$127,055	$370,170
VTrans Match	$79,841	$82,236	$94,702	$256,779
Total	$399,203	$411,180	$433,514	$1,243,897

This program is available throughout the San Bernardino Valley and takes referrals from several agencies, Inland Regional Center, local workshops and programs, San Bernardino School District, Chaffey College District, Department of Rehabilitation and Omnitrans among others.

Agency Partner Operated Projects:

VTrans fulfills a portion of its mission through the management of services provided through partner agencies. Partner arrangements are chosen over direct operation by VTrans in cases where a partner agency is best suited to perform a specific function.

VTrans in fulfilling its mission partnered with various other social services and transit providers to provide the local match to various FTA Section 5316 and 5317 grant applications, either providing matching funds for operating, capital or combination of the two grant programs Each of the existing partner agreements is described below. Attachment F maps each project and project area.

Community Senior Services- Volunteer Mileage Reimbursement Program:

This project includes matching funding through VTrans to provide for a volunteer driver mileage reimbursement program covering the cities of Chino, Chino Hills, Montclair, Ontario,, Rancho Cucamonga and Upland (West side of the Valley) – this is a 50/50 local match. Persons wishing to utilize this program must go through an eligibility process to determine limits per clients on trip length and usage. The mileage reimbursement rate is .38 per mile:

Community Senior Services	Year 1	Year 2	Year 3	Total
New Freedom	$58,000	$94,000	$130,000	$282,000
VTrans Match	$58,000	$94,000	$130,000	$282,000
TOTAL	$116,000	$188,000	$260,000	$564,000

In future years, the Board may wish to expand this program to include the entire San Bernardino Valley.

Loma Linda Adult Day Health Care Systems:

VTrans is providing the match to LLADHCS operating project to provide for transportation services for severely disabled clients suffering from severe forms of dementia to and from the health care facility to access treatment and attend daily program. This program covers most of the East Valley including areas in Fontana and Rialto.

LLADHCS	Year 1	Year 2	Year 3	Total
New Freedom	$37,865	$38,866	$39,892	$116,623
VTrans Match	$37,865	$38,866	$39,892	$116,623
TOTAL	$75,730	$77,732	$79,784	$233,246

Pomona Valley Workshop:

VTrans is providing matching funds for both the Operating and Capital for the "PVW In motion" project which funds the purchase of 4 vehicles over the 3 year period. The match also covers the partial cost of the operating budget for PWV to transport their own clientele to and from the daily program, shifting clients off of the public ADA, Access Services. This project covers the West Valley.

Operating Project:

PVW - In Motion	Year 1	Year 2	Year 3	Total
JARC	$77,752	$83,282	$93,242	$254,276
New Freedom	$30,237	$32,387	$36,261	$98,885
IRC	$45,180	$54,216	$63,252	$162,648
VTrans Match	$62,809	$61,454	$66,251	$190,514
Total	$215,978	$231,339	$259,006	$706,323

Capital Project:

PVW - In Motion	Year 1	Year 2	Year 3	Total
JARC	$70,402	$33,291	$34,290	$137,983
New Freedom	$27,279	$12,946	$13,335	$53,560
VTrans Match	$24,445	$11,559	$11,906	$47,910
TOTAL	$122,126	$57,796	$59,531	$239,453

Omnitrans:

This funding agreement funds the capital portion of Omnitrans New Freedom Grant application to create a training bus that will assist in training individuals and groups on how to use a fixed route bus including utilizing farebox and bus riding protocols:

Omnitrans Training Bus	Year 1	Year 2	Year 3	Total
New Freedom	$32,000	$0	$0	$32,000
VTrans Match	$8,000	$0	$0	$8,000
TOTAL	$40,000	$0	$0	$40,000

This program is available in the entire San Bernardino Valley area.

Central City Lutheran Mission:

CCLM, in partnership with Foothill Aids project, will purchase a vehicle and provide transportation for their clients to and from non-emergency medical treatments for ongoing care and/or job training and job placement services; helping to integrate this population into mainstream society. This project covers the San Bernardino Valley area.

Operating Project:

Central City Lutheran	Year 1	Year 2	Year 3	Total
JARC	$12,923	$13,874	$14,716	$41,513
New Freedom	$12,923	$13,874	$14,716	$41,513
VTrans Match	$12,743	$17,945	$22,930	$53,618
Total	$38,589	$45,694	$52,362	$136,644

Capital Project:

Central City Lutheran	Year 1	Year 2	Year 3	Total
JARC	$27,278	$0	$0	$27,278
New Freedom	$27,278	$0	$0	$27,278
VTrans Match	$14,715	$0	$0	$14,715
Total	$69,270	$0	$0	$69,270

Special Projects:

VTrans along with various other partners collaborated with IE 211, SANBAG, Omnitrans, Veterans Administration and various other County of San Bernardino departments in applying for and successfully obtaining a FTA 5309 Veterans Administration grant to provide for a "One Click, One Call" mobility center. VTrans is the funding partner for the capital portion only of the grant as detailed below:

IE 211 VA Project	Year 1	Year 2	Year 3	Total
FTA 5309	$227,240	$0	$0	$227,240
VTrans Match	$56,810	$0	$0	$56,810
TOTAL	$284,050	$0	$0	$284,050

This is a San Bernardino/Riverside countywide initiative to serve military persons and their families.

Total of VTrans Contract Obligations:

This table shows by year the total contract obligation that VTrans has committed to with its local partners

Entity	Operating			Subtotal	Capital			Subtotal	Total
	Year1	Year 2	Year 3		Year 1	Year 2	Year 3		
VTrans	$79,841	$82,236	$94,702	$256,779				$0	$256,779
CSS	$58,000	$94,000	$130,000	$282,000				$0	$282,000
LLADH	$37,866	$38,866	$39,892	$116,624				$0	$116,624
PVW	$62,809	$61,454	$66,251	$190,514	$24,455	$11,599	$11,906	$47,960	$238,474
Omni				$0	$8,000			$8,000	$8,000
CCL	$12,743	$17,945	$22,930	$53,618	$14,715			$14,715	$68,333
IE 211				$0	$56,810			$56,810	$56,810
Total	$251,259	$294,501	$353,775	$899,535	$103,980	$11,599	$11,906	$127,485	$1,027,020

VTrans Financial Policies

This Strategic Plan establishes a framework for the establishment of various financial policies for the VTrans Corporation. Establishing financial policies will guide the organization in allocating funds, determining financial capacity to support future projects, ensuring financial stability of the agency, and informing agency partners of the long term viability of their projects. VTrans is in a position to make long term funding commitments for two primary reasons: 1) the agency received Measure I funds that were accumulating prior to creation of the organization; these funds were uncommitted at the time and available for allocation by VTrans, and 2) VTrans ramp up of operations in its first full year of in existence resulted in a lower level of expenditure than a future full year of operation would require. The combination of these circumstances resulted in a reserve of funds for allocation by the agency.

This Strategic Plan suggests that agency policy be established to set aside funds from current year surplus or reserves to fund projects that are committed into the future. Such a decision would mean that some amounts of existing funds would be "restricted" to specific project expenditures in future years. For example, VTrans has already entered into funding contracts with several agencies including Pomona Valley Workshop (PVW). In the form of a 3 year agreement, VTrans has committed $190,500 to PVW to match a federal grant. Restricting funds as proposed would mean that this amount would be "restricted" in currently available funds and shown this way in the VTrans budget and financial statements. The result would be that future year Measure I funds would not have to be dedicated to this or similar projects and instead be available for future purposes.

Another appropriate allocation of funds currently available (through fiscal year 2011 – 2012) would be the creation of an operating reserve to secure VTrans' financial stability into the future. Many agencies establish some level of operating reserve or contingency fund to provide resources for unforeseen events or major changes in funding. For example, if VTrans has entered into operating projects with the expectation that future year funds will cover on-going operations only to find that tax revenues suddenly drop, then the agency could decide to tap its reserve to sustain such programs rather than make cuts. This would typically be done in anticipation of the return of tax revenue levels in a future year. Such action would be a Board policy at the time. Having an operating reserve would provide for such an option.

Given the size of the VTrans budget and anticipated revenue stream, an operating reserve in the range of $500,000 would be in order. Such a level would be approximately 25% to 30% of one year's Measure I funding. This would cover a substantial amount of VTrans financial needs if there was an unforeseen necessity. Such a fund would also give VTrans the option of allocating funds to some new program that was otherwise unfunded. This too would be a major Board decision at the time. While not the original purpose of an operating reserve, it would be a fund that the Board could allocate for carefully chosen projects.

In addition to the operating reserve policy the Board may adopt a Capital Replacement Reserve account. VTrans and partner agencies capital needs will be assessed and included in a set

aside for the future procurement of various capital equipment including vehicles, computer hardware/software and other capital expenditures. The capital budget is included in the Plan based upon funding being provided entirely through VTrans Measure I funds. This conservative approach to budgeting is for programming purposes to ensure adequate funding in the event that other sources are not available. However, an underlying assumption of the Plan is that capital funds would be sought from various federal or other sources. Successful pursuit of other capital sources would then reduce the portion of funds contributed by Vtrans. A basic useful life schedule is included as appendix C

Future

FTA JARC and New Freedom Projects:

VTrans is already a recipient of FTA JARC and NF funds for its Mobility Manager Travel Training program; in addition, VTrans is the funding partner to local agencies providing much needed local matching funds to provide services. It is conceivable that this Federal Funding will continue and VTrans should continue to partner with local agencies to provide match, assess current projects for continued funding and develop additional projects that will be competitive for the next call for projects, issued through SANBAG. These current approved projects have been identified in the future budget years committing funding to ensure project continuation

Access Services:

Access Services is the ADA complementary service as required by law, currently operated by Omnitrans. ADA service is currently run through a contract with First Transit. Omnitrans dedicates personnel to oversight of the contract. Stemming from the Omnitrans Comprehensive Operational Analysis study to be completed in 2012, a recommendation to further study the potential increase of agency provided trips to help offset growth in ADA paratransit and the potential shifting of operational oversight of Access to VTrans should be explored. The study will include potential administrative functions, overall goals of the agency, full financial analysis and cost vs. benefit of a transfer of oversight.
See Appendix A for more detail.

Maintenance Services:

Many communities have identified the benefit of providing centralized maintenance services to human service organizations. Often these organizations operate vehicles for some purposes whether transporting clients, picking up donations for thrift stores, or providing other services to their target population. Such agencies rarely have the fleet size and technical wherewithal to operate their own maintenance program. They then obtain maintenance services from other suppliers' typically local shops that do not have technical expertise specific to these specialized vehicles. When AB 120 was passed in 1979 creating CTSA's, it included reference to centralized maintenance as one of the program concepts appropriate for a CTSA to fulfill. Some communities such as Sacramento have operated such centralized maintenance for many years with great success.

VTrans could well be the provider of centralized maintenance for the human service community in the San Bernardino Valley area. Creating such a program would require some very specific technical analysis. This would in effect mean the preparation of a sort of business sub-plan within this Strategic Plan. Such a sub-plan would include a study of the potential volume of maintenance activity that could be anticipated with accompanying financial projections. Several actions should be included in the early stages of such a business planning process:

- Inventory of existing maintenance volume - A very specific inventory of existing maintenance activity by human service agencies needs to be carried out. This would include gathering detail regarding the number of vehicles operated by each agency, annual mileage volumes, current spending levels on maintenance, current sources of maintenance services, current maintenance billing rates (labor rates, parts price markups, etc.).
- Facility availability: In order to implement a central maintenance program, a specific property would be needed that is suited to such purpose. Until such a program might become a permanent fixture in the VTrans toolkit, a leased facility would be the appropriate approach. Perhaps in some future year, a more permanent structure possibly owned by VTrans could be considered.
- Equipment Plan: A detailed plan should be prepared to equip a maintenance shop with the necessary tools to perform state-of-the-art vehicle servicing.

Such a business plan could be initiated during FY 2011 – 2012, but it would have to be completed during FY 2012 – 2013. If the outcome of such an effort pointed to a potentially successful venture, then a full maintenance program could be started as soon as FY 2013 – 2014.

Inventory of Social Services funding:

Conduct an inventory of social service funding programs that can and do provide for transportation. Identify local agencies that have authority of the expenditure of those funds.

Other Potential Projects:

Eligibility Center

Omnitrans currently determines ADA eligibility through a paper system, which requires ADA service applicants to fill out paperwork, submit documents through a medical practitioner determining eligibility. Under these circumstances, ADA eligibility is not directly related to mobility but to disability. An in-person process would replace the paper application with an in-person interview and possible functional testing to determine an applicant's true ability to ride a fixed route bus. Those found to be fully or conditionally incapable of riding fixed route buses would then be eligible for Access paratransit service.

Omnitrans is currently experiencing a 10% growth in its ADA service with a 17% increase in applications per year. Approximately 4000 paper applications are processed on a yearly basis. Moving towards a paperless in person assessment coupled with VTrans Mobility/Travel Training program and the knowledge of other agency provided trips throughout the county could potentially save Omnitrans a significant amount of much needed funding. VTrans could coordinate and or set up more of a broker type system helping to secure the best ride or program for the client

VTrans could have a role in this process by serving as the Eligibility Center for Omnitrans. This could be done with in-house resources or through a contract with a firm specializing in this complicated assessment process. This would be a future year project for VTrans as its relationship as a technical partner with Omnitrans develops. VTrans potential role in the eligibility process should be part of the study of issues relating to the assignment of Access management to VTrans.

Vanpools:

SANBAG has long been in discussions of introducing the next phase in their county wide vanpool initiative. Phase 1 started in Victor Valley run by VVTA. Phase 2 will be in the San Bernardino Valley. The program offers an ongoing subsidy of $400 per month maximum per vanpool to offset the cost to the vanpool riders encouraging alternate commutes to work to reduce congestion and improve air quality. Dollars are returned to the area in the form of additional FTA Section 5307 apportionment due to reporting of additional miles driven and passengers reported in the Valley area. SANBAG will conduct a study in 2012/13 to look at the feasibility of development of a Vanpool program for the San Bernardino Valley and will include the concept of looking at various forms of project implementation and administration to include VTrans as potential administrator.

Expanded volunteer driver mileage reimbursement program – East side of SB Valley
The Community Senior Services Program, introduced in late 2012 only covers the west of the San Bernardino Valley. Future funding consideration should be given to expansion of this volunteer drive mileage reimbursement program to include all areas of the San Bernardino Valley, including the cities of Fontana, Grand Terrace, Highland, Loma Linda, Redlands, Rialto, Colton, San Bernardino and Yucaipa.

Mountain/Desert Region of San Bernardino County Mileage Reimbursement Program (rural 5317 if successful)
This project, in partnership with Victor Valley Transit Authority and the Department of Aging and Adult Services is an enhancement and expansion of the DAAS mileage reimbursement program currently available in the Mountain Desert region of the San Bernardino Valley. The grant application included dollars for a full time mobility person to develop and oversee the project.

Taxi Voucher program/ Taxi Regulator for the Valley
Taxi Voucher programs have been very successful across the county in providing alternative services to costly ADA services. There are various examples as to how this can or could work. Many other CTSA's and Transit Agencies throughout the state take on the responsibility from the local cities to regulate the local taxi providers. In this example, the CTSA can issue yearly licensing, inspection and ensure all operators are complying with local regulations and laws in reference to drug testing, vehicle safety and security and fare regulations. In addition, the idea of working with transit agencies to be able to access retired wheelchair equipped vehicles for use in increasing the capacity of local taxi agencies to provide ADA trips should be included.

Senior Connections – Interactivity for trips and services
Various options for increased connections for Senior Center vehicles and trips should be explored. Several Senior Centers throughout the Valley offer services to their seniors with trips to local shopping, medical services and congregate meals. Typical of these types of services, they are bound by city limits and normally don't interact or transfer clients between services. Further development and research should be done to see what if any services can be interlined with each other to bring the opportunity to cross city limits increasing mobility throughout the valley portion of the county along with cost sharing options among the local senior services

Valley Inventory of Services
On a yearly basis, SANBAG is responsible for maintaining an inventory of available public and private transportation options. VTrans is in the position of working with both public and private providers in addition to building capacity in the system. VTrans can update and maintain a master inventory of services available in the Valley portion of San Bernardino Valley while working cooperatively with all public and private partners to enhance information for special populations who need access to all services.

Marketing plan

An overall VTrans marketing strategy and plan should be identified to ensure all projects that VTrans contributes to or manages display proper signage and regular presentations to area agencies and participation in local advocacy groups is done. A selection of informational materials will be assembled for use to educate our local officials and partners as to programs and projects that VTrans offers or partners with and for other types of outreach for presentations to groups/city councils/social services and the general public. In addition, VTrans is developing a website that will become a key communication vehicle for the community. The website will be well publicized and serve as a conduit for the dissemination of program materials to the community and specifically to partner agencies.

Legislative work

Continue to work with CalACT and Community Transportation Association of America (CTAA) to advocate for CTSA's and human service providers. VTrans may want to join American Public Transit Association (APTA) and California Transit Association (CTA) to be supportive of all transit services

Clearinghouse for Federal Grants

VTrans may have the opportunity to work more closely with SANBAG and Omnitrans in the award and flow of federal dollars to human services agencies. SANBAG will work with Omnitrans on the development of a master grant to be awarded to VTrans and VTrans will work on the sub recipient agreements for successful JARC/NF applicants. This will allow VTrans to work hands-on with other providers and cut down the administrative functions of both SANBAG and Omnitrans.

Work with IE211

VTrans in partnership with IE 211 will work towards a complete database and information gathering technologies to enhance the current transportation network directories to include for profit and nonprofit transportation options, while gathering information through IE211 on transit needs throughout the county to be analyzed and included in the yearly SANBAG "Unmet Transit Needs' hearings held outside of the Valley, in addition this information will be useful to include in the San Bernardino County Public Transit Human Services Coordination Plan updates

Disaster Plan

Work with all agency partners to ensure inclusion into the Countywide Disaster Preparedness plan and any exercises and work with partners to be able to provide vital information on locations of fragile persons to proper authorities in the event of a disaster

Other CTSA Activities

VTrans will work with local partners to determine types of training, courses or other workshop like activities to enhance the skill set of agency partners. VTrans may be able to offer classes on grant writing, grant activities, reporting or informative sessions having to do with transportation and the industry. These programs can be offered for free or for nominal costs to individuals attending.

Other funding:

TDA Article 4.5 Claims:

Eligible claims listed under the Transportation Development Act (TDA) would be claims for "Community Transit Service" as defined under TDA Article 4.5, which could potentially allocate up to 5% (approximately $2.6 million for FY 12/13) of the Local Transportation Funds apportioned to the Valley to the CTSA for community transit services, including services for the disabled who cannot use conventional transit services and link intra-community origins and destinations. As VTrans refines its programs, the agency should explore the applicability of its operations outside of the immediate San Bernardino Valley region. Current Measure I funds are dedicated to the Valley region. Thus expansion outside of this territory would require a new funding source. VTrans could expand into the more rural territories of San Bernardino County, and could potentially use this source of funding for projects.

Annual Agency Operations Plans

The following is a listing of each year of this 5-year Strategic Business Plan. With more detailed information in the early years and more conceptual material in later years, this provides a framework for a business plan for each year with projected activities or projects. The plan elements for each year are meant to guide the development of the specific budget for that year. Each year includes an organization chart that specifies the proposed staffing level and structure.

2012 – 2013

Implement full operation of agency travel training program:

VTrans' federal grant for the operation of an in-house travel training program was awarded in FY 2011 – 12. This grant provides for the establishment of a travel training program to teach seniors and persons with disabilities how to ride the fixed route Omnitrans system. Initially 3 new VTrans employees will be hired to carry out the program. A Travel Training Manager will be hired to oversee the entire program reporting to VTrans' CEO. In addition, 2 travel trainers will be hired to work full time in the community to train eligible individuals. Duties of the Manager and the trainers will include outreach to community agencies to obtain referrals of appropriate training candidates. Community agency referral sources will include Inland Regional Center, County of San Bernardino Departments including rehabilitation, local senior centers, etc. This program has been funded for 3 years and could become a permanent element of VTrans services. Contact and outreach to neighboring agencies such as Foothill Transit, Metrolink, Mountain Area Regional Transit (MARTA) and Riverside Transit Authority needs to occur as all of these services operate within the VTrans Service area.

Program funds for existing projects: PVW, Loma Linda, Claremont Senior Services, Central City Lutheran:

Federally funded projects with Pomona Valley Workshop, Loma Linda Adult Day Health, Claremont Senior Services, and Central City Lutheran Church began in FY 2011 – 12. These will be on-going projects for at least 3 years from their start dates. The federal funds supporting these operating projects will be matched by VTrans using Measure I funds. It is proposed that these projects be funded on a long term basis through the commitment (restriction) of funds available as of the end of FY 2011 – 12. This will ensure the long term availability of funding and also allow for using funding from future years on other projects.

Establish in-house technical expertise to support funded projects:

One of the missions of a CTSA is to provide technical expertise in the area of human service transportation. This could include detailed operational support of other operating agencies, grant management, federal reporting, compliance monitoring, etc. As VTrans grows and adds staff capability, a particular focus will be on the development of such expertise. The principal source of such technical expertise is the CEO. She brings many years of experience in a variety of transportation organizations. Her knowledge will be of great assistance to local agencies as they become more involved in transportation services. A Travel Training Manager with broad skills would add to the pool of technical expertise. So too would the addition of a Grants Manager also programmed for this fiscal year. The services provided by these and future staff would typically be made available to local agencies as part of the service package provided by VTrans. In the future, the organization could consider charging for the consulting services of these or other individuals to organizations outside of the San Bernardino Valley service area.

Research operation of in-house vehicle maintenance program:

As described in this Plan, establishment of a central maintenance program could be a key component of the VTrans service portfolio in the future. In order to prepare for this option, a considerable amount of detailed technical work needs to be undertaken. This will take the form of a sub-business plan. The sub-plan will be a joint effort between VTrans' consultant, Innovative Paradigms, with expertise in maintenance management programs and VTrans staff. All necessary research would be carried out within approximately the first six months of FY 12 – 13. This would allow time for programming any necessary startup expenses into the detailed operating budget for FY 13 – 14.

Prepare "Business Sub-Plan" for operation of Access ADA paratransit [see Appendix A

As presented in this Plan, some discussions have been held regarding the potential oversight of the Access ADA paratransit service by VTrans. Omnitrans is responsible for providing ADA paratransit services as a complement to its fixed route service. However, such service does not have to be directly overseen or provided directly by Omnitrans. The transit agency could choose from a variety of management approaches to the fulfillment of this requirement. At the present time, Omnitrans provides the oversight and administrative support to the ADA program. The service itself is contracted to First Transit on a multi-year basis.

The concept with a business sub-plan would be to study in detail the ramifications of transferring management oversight of the Access program to VTrans. One of the principal reasons for considering this option would be to allow VTrans to manage the deployment of services through a combination of

operators including human service agencies. Such a configuration would include a number of financial, management, and policy considerations. This proposed sub-plan would provide the forum for analyzing these considerations to arrive at a recommendation regarding the best role for VTrans in the management Access paratransit. It is proposed that SANBAG fund this study for a one year term at an amount not to exceed $60,000. The study would be performed by a combination of outside consultants and VTrans staff.

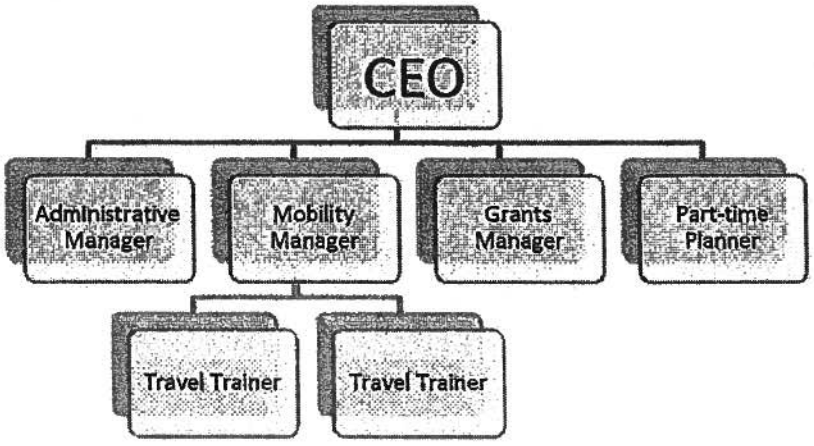
Part time Planner

During this year a part time planner will be hired in part to conduct the research and lead the plan for both the operation of an in house vehicle maintenance program and the "business sub plan" for the operating of Access ADA paratransit

Expansion of Agency Provided trips:

Provide funding for additional agency provided trips and the purchase of capital equipment. As written into the financial plan, the cost of a vehicle and start up funds for another human services agency to begin transporting their own clients and diverting them from Access Services will begin this year

VTrans 2012-2013



2013 – 2014 Establish vehicle maintenance program:

Following on the research conducted in 12 – 13, VTrans would likely establish a centralized vehicle maintenance program in the San Bernardino area. The budget for year 2 includes $250,000 for startup funds for this venture. This is meant to be the initial capital investment to open the maintenance center. The only basis on which a maintenance program would be established is that it become self-supporting from fees charged to maintenance clients. Given this perspective, it is anticipated that the initial investment of VTrans funds would be recouped over the first few years of the operation. At this time, the number of years is unspecified.

Apply for additional grant funds for agency trips projects (like PVW):

The draft plan includes the addition of 2 more agency trip programs similar to the PVW project. As this concept is further tested, it may become a significant alternative to the ADA demand response service provided through the Access program.

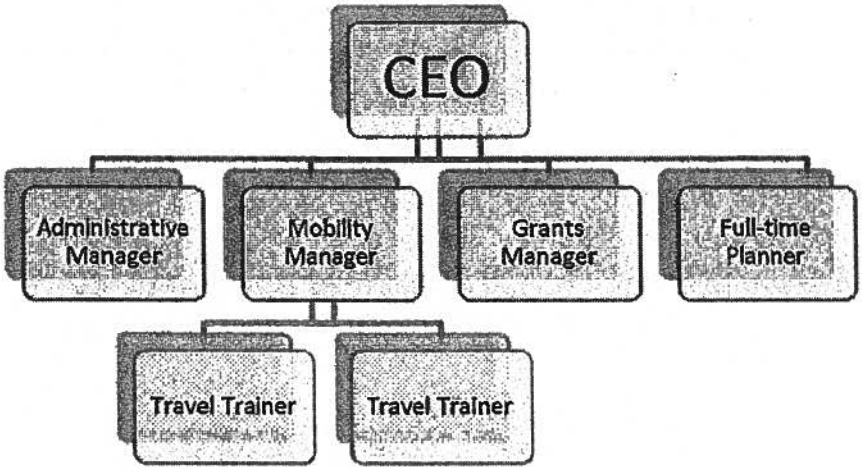
Evaluate performance of existing funded programs (e.g. PVW):

VTrans staff will continue to evaluate the performance of the existing funded projects as part of its monitoring responsibility. This will include both quantitative and qualitative measures of performance.

Bolster agency technical skills to serve as technical advisor to human service agencies (add staff to offer technical assistance to human service agencies with grant management, operations, compliance, etc.)

The part-time planner position will transition to a full-time planning spot to work on future plans and projects for the agency.

VTrans 2013-2014



2014 – 2015

Staffing remains the same. At this point, a review of the 5 year plan will be undertaken, taking into consider some of the potential future projects listed and addressing the current needs of the community.

2015-2016 – sample budget attached – will be reviewed annually

2016-2017 - sample budget attached – will be reviewed annually

Other projects that may occur over the life of the plan

Participation in the development of a Coordination Plan Update

Participation in the annual FTA Section 5310 call for projects

Participation in Statewide discretionary grant programs

VTrans Mission Statement

A mission statement is useful to an organization as a tool to guide thinking regarding future direction and investments. The basics of a mission statement were included in the By-Laws adopted by the Board at the time of incorporation. These provisions in the By-laws serve as the basis for the specification of a formal mission statement for the organization. The material below includes the By-Laws language and suggestions for consideration in the development of a mission statement.

VTrans By-Laws Provisions:

> "To improve the quality and effectiveness of transportation services to senior citizens, persons with disabilities, and persons of low income through coordination of transportation services with social services and other charitable organizations within the San Bernardino Valley"
>
> And:
>
> "To identify, organize and service the special transit needs of senior citizens, persons with disabilities and person of low income within the San Bernardino Valley"
>
> And:
>
> "to provide supportive transit services to other agencies within San Bernardino Valley"

Sample mission statements:

> The overall mission of VTrans is to address mobility needs through innovative service design, development and implementation of creative solutions and alternatives to conventional public transit and paratransit services where need dictates service.
>
> A place where cooperative service designs that are dedicated to low-cost effective strategies and the ability to experiment to find the best possible resources as the lowest possible cost that are responsive to the needs of the community.
>
> VTrans strives to fund the lowest cost effective alternative to conventional services.
>
> VTrans will support multi- tiered approaches and efforts to offer cost effective alternatives and is committed to advances in innovative strategies.
>
> VTrans is a dedicated partner, financial, technical and supportive to local social service agencies and supports the advancement of creative locally developed transportation

projects in all forms as alternatives to conventional public transit services as a more affordable cost and enhanced quality of service to individuals.

VTrans is dedicated to providing high quality compassionate special transportation services tailored to meet the high level needs of special populations while building additional capacity into the public transit system.

Appendix A

Business Sub-Plan: Assume Management of Access paratransit

Overview: This mini-plan is for purposes of defining issues related to the assumption of *management oversight* of the Access paratransit service from Omnitrans. Proposed Plan elements are listed below. The goal of the planning process would be to document the critical issues and steps necessary to make such a transition and to support the dialogue between agencies that would be required in order to accomplish startup. Key elements of the Plan are proposed to include:

Benefits of VTrans Management

Integrated System: ADA paratransit with human service transportation; VTrans could make/help make decisions about which service best meets the needs of individual agencies or clients.

Centralized Management: VTrans could fill the role of central manager reporting to Omnitrans for ADA compliance purposes.

Cost Savings: VTrans could take responsibility for finding the most efficient method for meeting demand and channeling resources/funding toward that operator or service type

Finance Issues

Total current Access operating contract expenditures

Total current Omnitrans cost allocation to Access

Funding commitment details (can funding that is allocated to operations and overhead be assigned to another agency?)

Operations Issues

Who owns/leases facility? VTrans, vendor, Omnitrans?

Does equipment ownership remain with Omnitrans?

Does Trapeze ownership remain with Omnitrans?

Agreements for transfer of assets or responsibility for assets if retained by Omnitrans

Management Structure for Access Oversight

VTrans Management structure

Omnitrans management structure (does Omnitrans retain full time management to oversee VTrans?)

Consolidated Org Chart

ADA structure issues

Responsibility for ADA eligibility?

Number of new applications monthly/annual

Number of recertifications monthly/annual; interval for recert

Who at Omnitrans handles these?

Are any functional assessments used now?

Any stats on eligibility status: full eligibility, conditional, ineligible (denials),

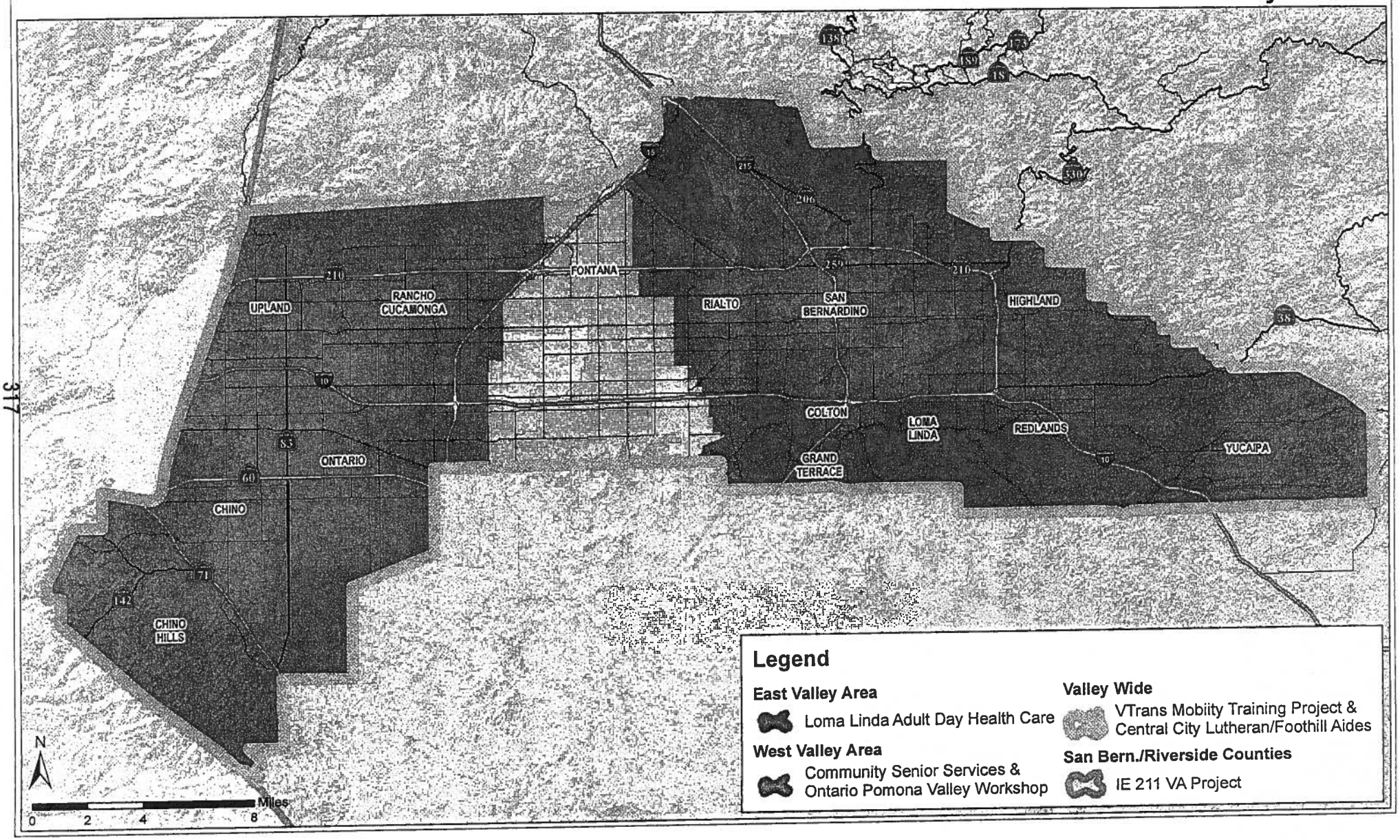
How is professional verification handled? If a doctor signs, is that all it takes?

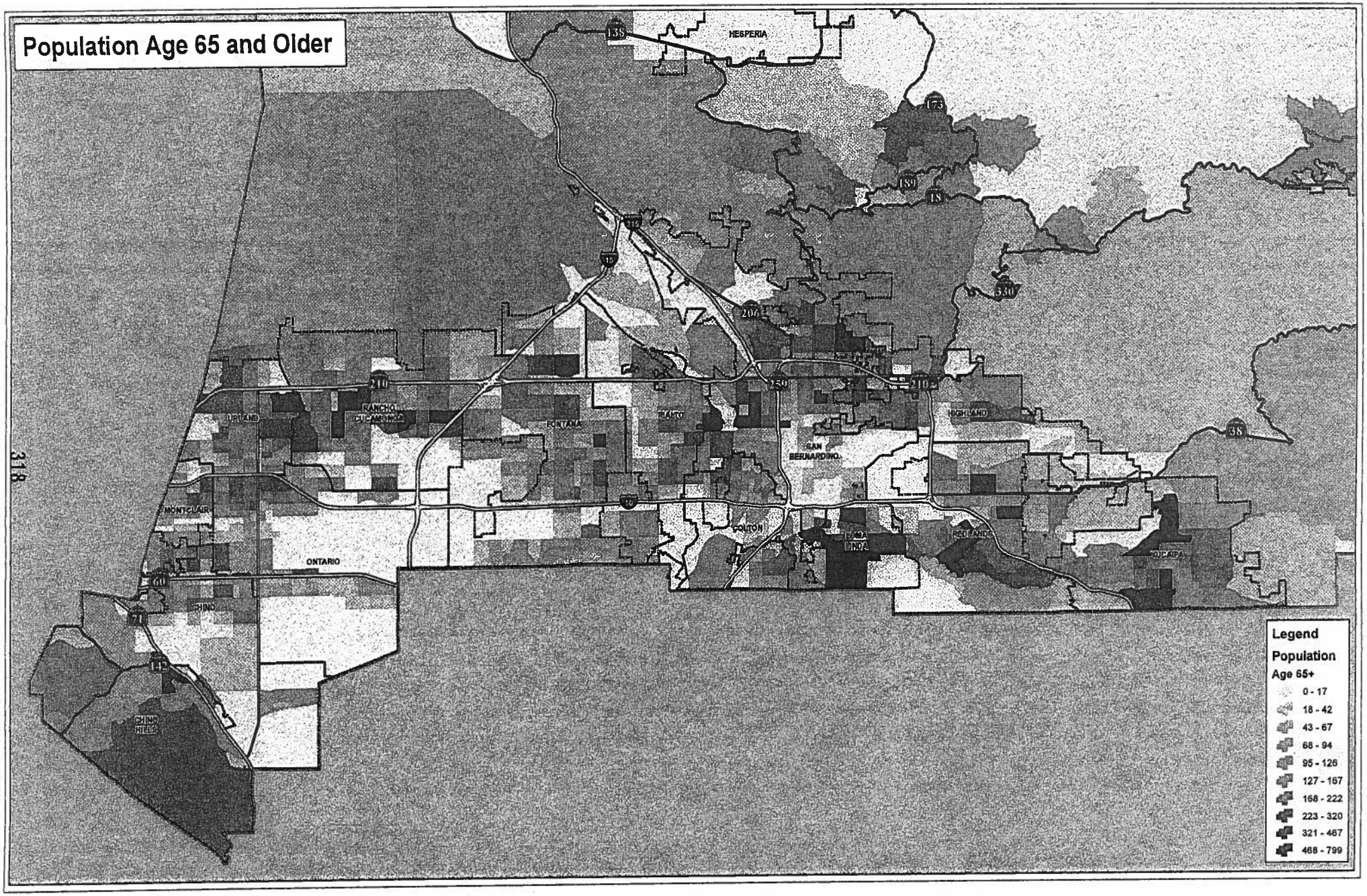
Appeal process? Who handles this? How many do they get?

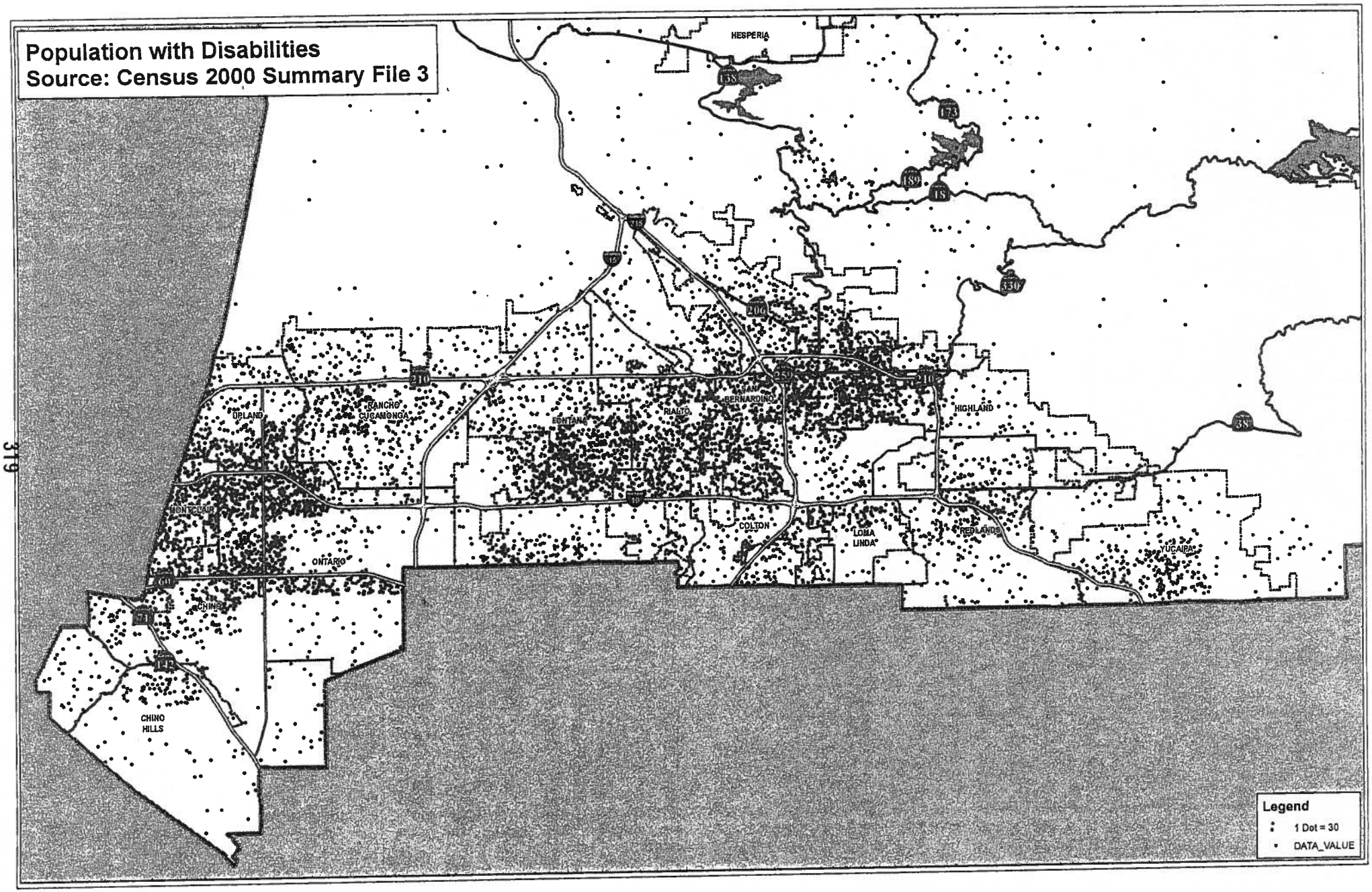
Management of retired paratransit vehicles (distribution to human service agencies?)

Consider in house operation and the ability to organize trips

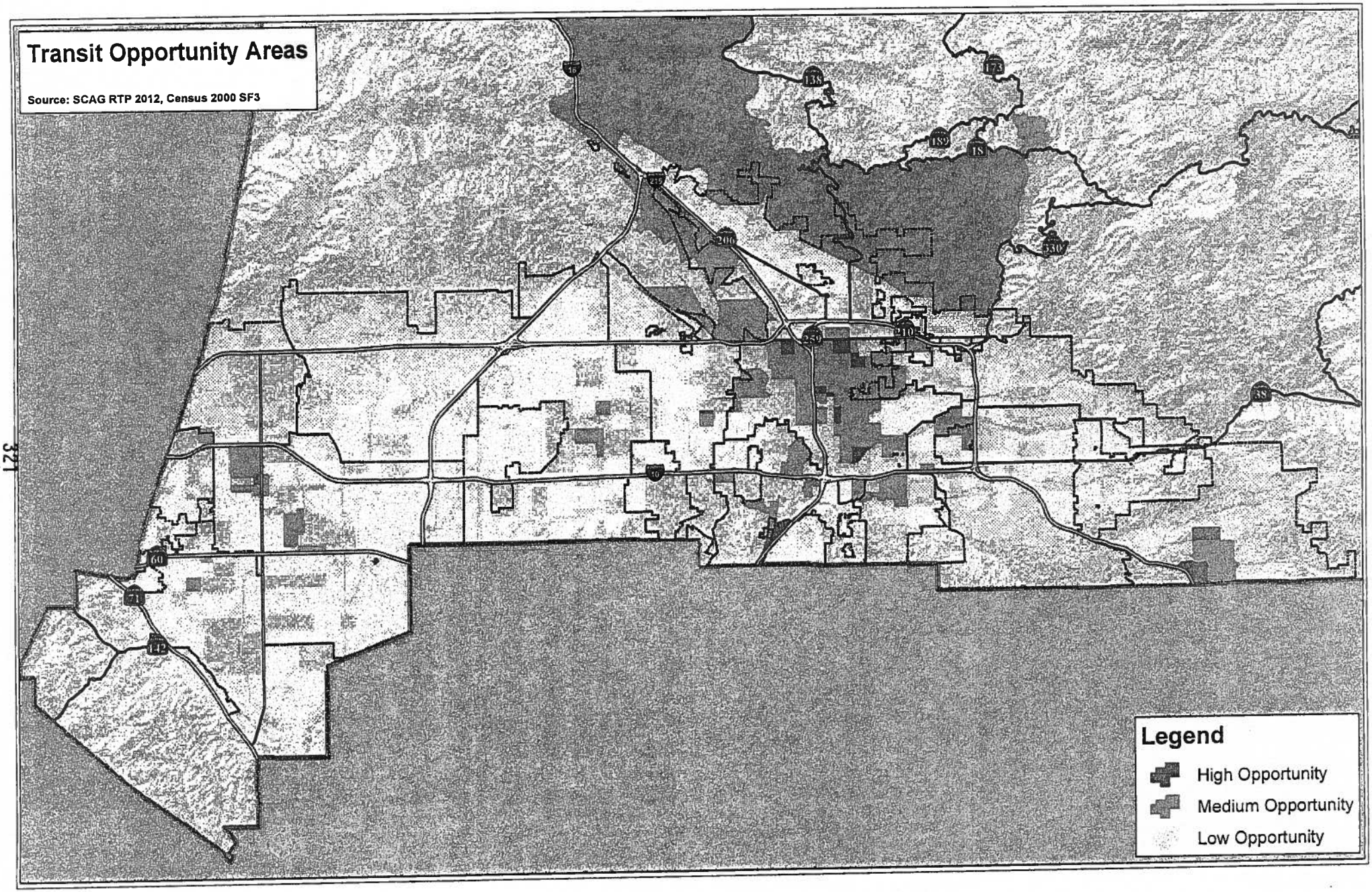
Project Areas
Valley Transit




Population Age 65 and Older
HESPERIA
URLAND
RANCHO CUCAMONGA
FONTANA
RIALTO
SAN BERNARDINO
HIGHLAND
MONTCLAIR
ONTARIO
COLTON
LOMA LINDA
REDLANDS
YUCAIPA
CHINO
CHINO HILLS
Legend
Population
Age 65+
0 - 17
18 - 42
43 - 67
68 - 94
95 - 126
127 - 167
168 - 222
223 - 320
321 - 467
468 - 799


Population with Disabilities
Source: Census 2000 Summary File 3
HESPERIA
138
173
189
18
330
215
15
200
210
259
210
38
UPLAND
RANCHO CUCAMONGA
FONTANA
RIALTO
SAN BERNARDINO
HIGHLAND
MONTCLAIR
ONTARIO
COLTON
LOMA LINDA
REDLANDS
YUCAIPA
60
71
142
CHINO
CHINO HILLS
Legend
1 Dot = 30
DATA_VALUE

Median Income
Source: SCAG RTP 2012
HESPERIA
138
173
189
18
330
206
210
259
210
38
UPLAND
RANCHO CUCAMONGA
FONTANA
RIALTO
SAN BERNARDINO
HIGHLAND
MONTCLAIR
ONTARIO
COLTON
LOMA LINDA
REDLANDS
YUCAIPA
60
71
142
CHINO
CHINO HILLS
Legend
Median Income
0 - 11012
11013 - 26572
26573 - 35214
35215 - 41075
41076 - 46592
46593 - 56096
56097 - 70429
70430 - 85894
85895 - 131728
131729 - 202139


Transit Opportunity Areas
Source: SCAG RTP 2012, Census 2000 SF3
Legend
High Opportunity
Medium Opportunity
Low Opportunity

Appendix C

Capital Useful Life Schedule

Buses – Cutaway	7 Years
Buses – Vans	5 Years
Computer equipment	3 Years

UPDATED: 4-10-12

	YTD Mar 11	April	May	June	Total FY 10-11	FY 2011-12 Adopted Budget	FY 2011-12 Annual Budget	FY 2011-12 Projected	FY 2012-13 Annual Budget	FY 2013-14 Annual Budget	FY 2014-15 Annual Budget	FY 2015-16 Annual Budget	FY 2016-17 Annual Budget	
Income														
401001 · Fares Revenue					0									
405803 · Advertising Revenue					0									
407006 · Gain on Sale of Assets					0									
407007 · Other Income (Carryover Unrestricted)							1,526,418							
407007 · Other Income (Carryover Restristricted)														
409002 · Measure I OP Revenue	50000		1619791		1,669,791	1,700,000	1,700,000	1,898,104	1,918,000	1,973,480	2,032,684	2,093,665	2,156,475	
409005 · ADA Operating Revenue					0		250,000	8,383	113,790					
409007 · JARC Operating Rev					0		190,000	5,018	68,274					
409008 - New Freedom Operating Revenue					0				-					
409101 · TDA Article 4.5 Capital Revenue					0				7,500	7,875	8,269	8,682	9,116	
409102 · Measure I Capital Revenue					0		22,935	5,806						
414001 · Interest Income					0				2,105,564	1,981,355	2,040,953	2,102,347	2,165,591	
464001 · Section 5310 Revenue	50000		1619791	0	1,669,791	1,700,000	3,701,353	1,915,291						
Total Income														
Expense														
501001 · Payroll					0	40,000	99,420	99,251	435,640	538,066	554,208	570,834	587,959	x
502100 · Payroll Taxes					0	25,000	25,000	10,079	174,256	206,726	212,928	219,316	225,895	x
502002 · Workers Comp					0			1,897						
502003 · Medical Expense					0			9,536						
502004 · Dental Expense					0									
503001 · Professional Services					0									
5030011 · Consulting Services	41417		12000	12000	65,417	50,000	115,200	144,734	135,000	75,000	75,000	75,000	75,000	
5030012 · Accounting Services	2673	2523	3000	3000	11,196	10,000	50,000	22,961	50,000	50,000	50,000	50,000	50,000	
5030013 · Legal Services	13471	4282	5000	5000	27,753	18,750	45,000	42,033	32,500	32,500	32,500	32,500	32,500	
Total 503001 · Professional Services	57561	6804	20000	20000	104,365	78,750	210,200	209,728	217,500	157,500	157,500	157,500	157,500	
503002 · Outside Services					0			1,515						
503003 · Temporary Services			800	1600	2,400									
503004 · Equipment Repair					0									
503005 - Facility					0									
5030051 · Facility Rent				2400	2,400		38,400	25,912	39,552	40,739	41,961	43,220	44,516	
5030052 - Facility Repair				500	500		5,000	5,258	5,150	5,305	5,464	5,628	5,796	
503006 · Community Service Projects					0									
5030061 - Matching funds for grants (Operating)					0		1,063,627		0	0	0	0	0	
5030062 - Matching Funds for Grants (Capital)					0				0	0	0	0	0	
5030063 - Programed Grant Funds					0				310,362	328,944	338,812	348,976	359,446	
504001 · Maintenance - Fleet					0									
504002 · Fuel					0									
504008 · Office Supplies	368	396	200	500	1,464		12,000	5,247	12,360	12,731	13,113	13,506	13,911	
504009 · Postage					0		3,600	150	3,708	3,819	3,934	4,052	4,173	
504010 · Dues & Publications				500	500		8,000	2,375	7,000	7,210	7,426	7,649	7,879	
505001 · Telephone					0		20,400	4,936	21,012	21,642	22,292	22,960	23,649	
505002 · Utilities	1722			5000	6,722	6,000	15,000	3,099	15,600	16,380	17,199	18,059	18,962	
506001 · Insurance Premiums				5000	5,000	8,000	30,000	10,504	31,200	15,000	16,000	15,000	15,000	
506021 · Computer Supplies and Software				2000	2,000		10,000	6,018	10,300	10,609	10,927	11,255	11,593	
506052 · Minor Office Furniture & Eqpt					0				20,000	20,600	21,218	21,855	22,510	
507001 · Tax/License/Dues/Permits	5527				5,527	6,000	18,000	2,526	7,000	7,210	7,426	7,649	7,879	
509001 · Travel					0		9,000							
509002 · Professional Development					0									
509003 · Uniforms					0									
509005 · Fines and Penalties					0			60						
511001 · Interest Expense					0									
512001 · Space Rent				500	500		9,600		9,888	10,185	10,490	10,805	11,129	
512002 · Equipment Rental					0									
513001 · Depreciation-Grant Equipment					0									
513002 · Depreciation-Non Grant Equip				10000	10,000	15,000	48,000	2,699	48,000	48,000	48,000	48,000	48,000	
514001 · Miscellaneous														
Total Expense	65178	7200	21000	46000	141,378	211,750	2,310,647	400,790	1,377,526	1,450,565	1,487,897	1,526,263	1,565,797	
Net Income	-15178	-7200	1598791	-46000	1,528,413	1,522,250	-131,229	1,514,501	728,036	630,690	583,056	576,084	599,794	
								0	2,885,578	2,411,550	1,383,540	500,000	500,000	
Carryover of Restricted Funds									-474,028	-1,028,010	-883,540	-1,048,333	-686,125	-4120035
Current Year Usage of Restricted Funds								2,385,578	0	0	0	1,048,333	686,125	
Transfer from Unrestricted for Community Service Projects								500,000						
Transfer from Unrestricted for Operating Contingencies								2,885,578	2,411,550	1,383,540	500,000	500,000	500,000	
Balance Forward														
					1,528,413	1,522,250		1,528,413	157,337	885,372	1,416,062	1,969,118	1,496,870	
Balance of Unrestricted Funds								1,514,501	728,036	630,690	553,056	576,084	599,794	
Current Year Income/(Loss)								-2,385,578	0			-1,048,333	-686,125	
Transfer To Restricted for Community Projects								-500,000						
Transfer To Restricted for Operating Contingencies								157,337	885,372	1,416,062	1,969,118	1,496,870	1,410,539	
Balance Forward														

Proposed Project Listing
Spending & Source of Funding Plan
Updated: 4-10-12

	FY 2012-13 Annual Budget		FY 2013-14 Annual Budget		FY 2014-15 Annual Budget		FY 2015-16 Annual Budget		FY 2016-17 Annual Budget		TOTAL Restricted
	Source of Funding		Source of Funding		Source of Funding		Source of Funding		Source of Funding		
	Restricted Equity	Current Year Revenue	Restricted Equity	Current Year Revenue	Restricted Equity	Current Year Revenue	Restricted Equity	Current Year Revenue	Restricted Equity	Current Year Revenue	
Mobility Training											
Operating - Measure I	79,841		82,236		84,702		87,543		100,469		
JARC Operating Revenue		199,601		205,590		211,757		218,110		224,653	
New Freedom Revenue		119,761		123,354		127,055		130,867		134,793	
Loma Linda											
Operating - Measure I	37,865		38,866		39,892		41,089		42,321		
Capital - Measure I											
Pomona Valley											
Operating - Measure I	62,809		61,454		66,251		68,239		70,286		
Capital - Measure I	24,445		11,559		11,906						
Central City Luthern											
Operating - Measure I	12,743		17,945		22,930		23,618		24,326		
Capital - Measure I	14,715										
Community Senior Services											
Operating - Measure I	58,000		94,000		130,000		133,900		137,917		
Capital - Measure I											
VA Grant											
Capital - Measure I	85,610										
Omnitrans											
Operating - Measure I											
Capital - Measure I	8,000										
Agency Trips Project											
Operating - Measure I	65,000		66,950		68,959		71,027				
Capital - Measure I	25,000										
Agency Trips Project											
Operating - Measure I			65,000		66,950		68,959		71,027		
Capital - Measure I			25,000								
Agency Trips Project											
Operating - Measure I			65,000		66,950		68,959		71,027		
Capital - Measure I			25,000								
Maintenance Service Start-up											
Operating - Measure I			250,000								
Capital - Measure I											
Capital Replacement Program											
Operating - Measure I					15,000				168,751		
Capital - Measure I											
Federal Grant Match											
Operating - Measure I			225,000		300,000		475,000				
Total Project Plan	474,028	319,362	1,028,010	328,944	883,540	338,812	1,048,333	348,976	686,125	359,446	
Funding Source Recap											
Operating - Measure I	316,258	0	966,451	0	856,634	0	1,048,333	0	517,374	0	
Capital - Measure I	157,770	0	61,559	0	26,906	0	0	0	168,751	0	
JARC Operating Revenue	0	199,601	0	205,590	0	211,757	0	218,110	0	224,653	
New Freedom Capital Revenue	0	119,761	0	123,354	0	127,055	0	130,867	0	134,793	
Total Source Summary	474,028	319,362	1,028,010	328,944	883,540	338,812	1,048,333	348,976	686,125	359,446	2,385,578
Restricted Reserve by Year	474,028		1,502,038		2,385,578		3,433,910		4,120,035		
Cummulative Restricted Usage											

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San Bernardino Associated Governments

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TRANSPORTATION MEABURE I

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

Minute Action

AGENDA ITEM: **29**

Date: September 5, 2012

Subject: Amendment No. 6 to Contract C10079, Redlands Rail Extension, with HDR Engineering, Inc. for Design Services.

Recommendation:*

1. Approve Amendment No. 6 to Contract No. C10079 with HDR Engineering, Inc. for design and environmental clearance services increasing the contract amount by $2,899,300 for a new not-to-exceed amount of $31,384,352 and exercising a one-year option to extend the contract through February 8, 2014; and
2. Approve Fiscal Year 2012/2013 budget amendment decreasing Task No. 0377 Commuter Rail Operating in the amount of $2,590,000 of Local Transportation Fund Rail for a new task total in the amount of $9,543,858.
3. Approve Fiscal Year 2012/2013 budget amendment increasing Task No. 0379 Commuter Rail Capital in the amount of $2,899,300 funded by recommendation number two decreasing Task No. 0377, Commuter Rail Operating in the amount of $2,590,000 Local Transportation Fund Rail and in the amount of $309,300 of Measure I Valley Metrolink/Rail Service for a new task total of $28,564,156.

Background: In February 2010, San Bernardino Associated Governments (SANBAG) awarded Contract C10079 to HDR Engineering, Inc. (HDR) for the design and environmental clearance of the Downtown San Bernardino Passenger Rail Project (DSBPRP) and the Redlands Passenger Rail Project (RPRP). In just a little over

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

BRD1208b-maa
Attachment: C10079-6

two years from the start of HDR's work, the Eastern Maintenance Facility (EMF) is under construction, draft 100% plans, specifications, and estimates (PS&E) for DSBPRP are complete, and the alternatives analysis and strategic plan for RPRP are also complete. Also, currently for RPRP, HDR is developing the preliminary engineering and environmental clearance as well as assisting the cities of San Bernardino and Redlands with land use modifications.

The HDR contract was intentionally broken into segments for which subsequent amendments would be considered in order to control cost and schedule since both DSBPRP and RPRP (collectively the "Project") still needed and continue to need further development to specifically define the Project. For each ensuing segment of the Project, once the next successive tasks have been clearly defined from the previous tasks, a separate scope and fee has been or will be negotiated with HDR on future tasks. Each contract amendment to date has been reviewed and unanimously approved by the Commuter Rail and Transit Committee followed by Board review and approval. Despite this necessary evolution of the Project, there are many tasks that were defined in the original contract award for the Project which are still on-going, such as, environmental and right-of-way acquisition tasks for the DSBPRP and the alternatives analysis for the RPRP. Both projects are connected by technical issues such as operating rules and procedures, dispatching control, Positive Train Control (PTC), communications, fare collection systems, the BNSF construction and maintenance agreement, BNSF safety protocols and roadway worker protection, and the existing BNSF shared use agreement between the existing Redlands Subdivision owned by SANBAG and BNSF's San Bernardino Subdivision.

The services provided by HDR, in general, include planning, engineering, architecture, and right-of-way, but, more specifically, would include such specialty tasks as railroad operational analyses, grade crossing and quiet zones, locomotive and rolling stock procurement and maintenance, locomotive and rolling stock maintenance facilities, railroad signaling and communications, systems for traction power, security, fare collection, passenger notification, communication (data, voice, video), public address, video surveillance, fare collection policies, system safety and operational regulatory compliance, railroad operational plans and rules compliance, maintenance-of-way, and emergency response planning. The HDR contract also included services commonly found on other types of projects such as right-of-way surveying and acquisitions, civil engineering for roadways, drainage, site work, and utilities, traffic studies and engineering, geotechnical and structural engineering, landscape architecture, engineering for mechanical, electrical, and plumbing (MEP), fire protection, cost estimating, and quality assurance and quality control. It should be noted that the consultant will only be developing operational options for the Redlands Passenger Rail system for later considerations by the Board.

With the complexity of rail projects, third-party owners and regulators are controlling parties that can from time to time create unforeseen circumstances that change a project's requirements. For the Project, BNSF Railway, the Southern California Regional Rail Authority (SCRRA), Federal Transit Administration (FTA), Federal Railroad Administration (FRA), and the California Public Utilities Commission (CPUC), as well as the cities and utilities companies have caused changes. Because of the complexity of the Project, it is common that changes are sometimes driven by regulation changes.

For this amendment, several design and environmental issues needed to be addressed while some will be forthcoming. In general the Scope of Work includes:

Downtown San Bernardino Passenger Rail Project (DSBPRP)

- Design and environmental services for a proposed future development just south of the San Bernardino Transit Center (SBTC) Metrolink platforms. This site was to be provided by the City's redevelopment agency but examined in a multitude of configurations for use by the future development.
- SCRRA –Design services for passenger signage, public address (PA) and Electronic Passenger Information System (EPIS); SBTC crew house; Positive Train Control (PTC); additional system requirements; and updating track charts. Addition designs of security system for Eastern Maintenance Facility (EMF) which will be reimbursed by SCRRA for all design, construction, and construction management costs per Contract No. C12254 between SCRRA and SANBAG.
- BNSF – Redesign to save existing trackwork and signals that resulted in construction savings of about $1 million and the redesign of the Amtrak platform to a cantilever system.
- SANBAG – Designs for an added ADA compliant drop-off area west of the Depot and sealing and re-striping of existing westerly parking lot; changes to miscellaneous improvements; addition of security cameras at grade crossings; coordination with Laurel Street Grade Separation Project; reconnection of the Inland Empire Maintenance Facility (IEMF) to the mainline tracks that resulted in a re-use of the site for the Redlands Passenger Rail maintenance facility saving $15 million. The IEMF is owned by SANBAG and is located east of the Depot at I and 3rd Streets.
- City – Santa Fe Depot fire sprinkler line replacement design.
- FRA – Addressing new regulations regarding "level boarding" for ADA compliance in the Project design.
- FTA – Additional work associated with the environmental document review delays.
- Revisions to right-of-way acquisition documents as result of FTA delays and design changes.

- Incorporating into the Project the additional requirements from the US Army Corps of Engineers arising out of the EMF permits.

Redlands Passenger Rail Project (RPRP)

- Federal Transit Administration requested change from an Environmental Assessment (EA) document to an Environmental Impact Study (EIS). See Attachment 1 for details.
- Preparation of Draft Permits
- Various engineering technical issues related to the change from an EA to and EIS.

Omnitrans Impacts to the Redlands Passenger Rail Project

It must be noted that during the initial EA Notice of Intent (NOI) scoping process, without any consultation with SANBAG, Omnitrans submitted a letter to SANBAG, copied to the FTA, challenging the Redlands Passenger Rail Project based on potential financial impacts to the current Omnitrans funding levels and environmental justice issues ("*Simple justice requires that public funds, to which all taxpayers of all races [colors, and national origins] contribute, not be spent in any fashion which encourages, entrenches, subsidizes or results in racial [color or national origin] discrimination.*" Title VI, 42 U.S.C. § 2000d et seq.) As a result of the Omnitrans letter, additional efforts by HDR will be necessary to address these issues.

San Bernardino Redevelopment Agency Impacts

In late 2011, the SANBAG Board approved a four-way agreement between the City of San Bernardino, the City's redevelopment agency known as the Economic Development Corporation (EDC), and Omnitrans. As part of the agreement, the EDC was to provide property for a Metrolink parking lot at no cost and $2 million for design and construction of the parking lot and drainage detention basin. In July of this year, the City informed SANBAG that the State Department of Finance had rejected the four-way agreement. As a result, SANBAG and Omnitrans will need to share the cost to purchase the property and for the design and construction of the facilities. SANBAG's share will be approximately $2 million and will be added to DSBPRP and Omnitrans' share will be approximately $1 million and will be added to the bus facility currently being designed by SANBAG for Omnitrans.

SCRRA (Metrolink) Surplus Funds

After consultation with SCRRA, it was determined that SCRRA has a SANBAG operating surplus for FY11 in the amount of $2,878,000. To help off-set the increased costs to the Project, the current SCRRA FY13 SANBAG operating

subsidy will be reduced by $2,590,000. The resulting $288,000 may be used by SCRRA to off-set variances between their FY11 and FY12 budgets.

Contract Fee Summary
$28,485,052 – Original Contract plus Amendments 1 - 5
$2,899,300 - Amendment No. 6 ($1,729,800 DSBPRP, $1,169,500 RPRP)
$31,384,352 – Proposed Total Not-to-Exceed Amount

See Attachment 1 for a history of approved amendments to Contract No. C10079

Contract Extension
With the start of construction of the Eastern Maintenance Facility, construction of the Downtown San Bernardino Passenger Rail Project starting in mid-2013, and delays incurred to the Redlands Passenger Rail Project, Contract No. C10079 with HDR Engineering, Inc. needs to be extended by exercising one of the two, one-year options originally included in the contract. The contract was executed on February 3, 2010, and will end in February 3, 2013, unless action is taken to extend the contract. The amendment includes extension of the contract term to February 3, 2014.

Detailed copies of the scope of services for this amendment (Contract No. C10079) are available at the SANBAG lobby for public review.

Financial Impact: Amendment No. 6 to Contract No. C10079 is not consistent with the FY2012/13 budget, Task 379, Commuter Rail Capital. Approval of this agenda item would increase this task by $2,899,300, funded by decreasing Task 377, Commuter Rail Operations, in the amount of $2,590,000 (see discussion above) and by using Measure I Valley Metrolink/Rail Service funding in the amount of $309,300.

Reviewed By: This item was reviewed by the Commuter Rail and Transit Committee on August 16, 2012, and recommended for approval (7-1-0: Opposed: Riddell). SANBAG General Counsel and Contract Administrator have reviewed this item and the Amendment.

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

ATTACHMENT 1

Contract No. C10079 Amendment No. 6

Change from Environmental Assessment to an Environmental Impact Statement

A typical project such as the Downtown San Bernardino Passenger Rail Project (DSBPRP) and the Redlands Passenger Rail Project (RPRP) that uses federal funds, requires a joint state/federal environmental document. For the state portion of the document, the California Environmental Quality Act (CEQA) must be followed and typically requires preparation of an Environmental Impact Report (EIR). For the federal portion, the National Environmental Policy Act (NEPA) applies and such projects typically require an Environmental Assessment (EA) or a higher level of environmental review and analysis in an Environmental Impact Study (EIS). For transit related projects, the Federal Transit Administration (FTA) is the environmental lead agency and will be the agency issuing the NEPA clearance after the local agency certifies the CEQA document. The FTA will issue either a Finding of No Significant Impact (FONSI) for an EA or a Record of Decision (ROD) for an EIS. Initially, SANBAG and HDR requested that an EIS be performed from the very beginning of the project but the FTA would not agree and required an EA. After reviewing some of the initial technical information from the environmental analysis for the Redlands Passenger Rail Project, the FTA is now requiring an EIS instead of the EA.

Contract Amendment History

Below is the contract history between SANBAG and HDR identifying the amendments that have been approved by the Board.

- Original Contract – Approved February 2010, for $7,390,150.
- Amendment No. 1 – Approved June 2010, for $1,021,704 for the sbX Bus Rapid Transit project right-of-way acquisition services. Total not-to-exceed amount following this amendment was $8,411,854.
- Amendment No. 2 – Approved January 2011, for $2,962,795 for additional design services for tasks on DSBPRP and RPRP and an additional $118,729 for sbX right-of-way acquisition services. Total not-to-exceed amount following this amendment was $11,374,649.
- Amendment No. 3 – Approved June 2011, for an additional net increase of $4,866,142. The amendment included removal of the right-of-way acquisition services for the Omnitrans sbX bus rapid transit project and added completion of construction bid documents for the DSBPRP portion of the Project to the scope of work. Total not-to-exceed amount following this amendment was $15,565,358.
- Amendment No. 4 – Approved September 2011, an additional $8,995,000 for environmental clearance and preliminary engineering for the RPRP portion of the Project. In general this work included replacement of track, bridges, and grade crossings, construction of passing sidings, stations, railroad signals and communication systems, Positive Train Control, a maintenance facility, locomotive and passenger car procurement and rehab. Total not-to-exceed amount following this amendment was $24,560,358.

- Amendment No. 5 – Approved January 2012, an increase of $3,924,694 for additional design services and for design services during construction. Total not-to-exceed amount following this amendment was $28,485,052.

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CONTRACT SUMMARY SHEET

Contract No. C 10079 Amendment No. 6

By and Between

San Bernardino Associated Governments and HDR Engineering, INC

Contract Description Downtown San Bernardino Passenger Rail Project (DSBPRP) and Eastern Maintenance Facility Project (EMF) Design Services During Construction

Board of Director's Meeting Date: September 5, 2012

Overview of BOD Action: 1.) Approve Amendment No. 6 to Contract No. C10079 with HDR, Inc. for design and environmental clearance services increasing the contract amount by $2,899,300 for a new not-to-exceed amount of $31,384,352. 2.) Approve Fiscal Year 2012/2013 budget amendment decreasing Task No. 0377 Commuter Rail Operating in the amount of $2,590,000 of Local Transportation Rail funds for a new task total of $9,543,858 3.) Approve Fiscal Year 2012/2013 budget amendment increasing Task No. 0379 Commuter Rail Capital in the amount of $2,899,300 funded by recommendation number two decreasing Task No. 0377, Commuter Rail Operating in the amount of $2,590,000 and $309,300 of Measure I Valley Metrolink/Rail Service for a new task total of $28,564,156. 4.) Approve Amendment to exercise a one year option to extend the contract through February 8, 2014

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

CONTRACT OVERVIEW

Original Contract Amount	$	6,990,150	**Original Contingency Amount**	$	400,000
Revised Contract Amount *Inclusive of prior amendments*	$	20,649,902	**Revised Contingency Amount** *Inclusive of prior amendments*	$	445,000
Current Amendment Amount	$	2,649,300	**Contingency Amendment**	$	250,000
TOTAL CONTRACT VALUE	$	30,289,352	**TOTAL CONTINGENCY VALUE**	$	1,095,000
			TOTAL BUDGET AUTHORITY *(contract value + contingency)*	$	**31,384,352**

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
2/3/10	2/8/13	2/8/14

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? $2,590,000 LTF Rail $309,300 Measure I Metrolink/Rail

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

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

Measure I Valley Commuter Rail, FTA Section 5307, LTF Planning, Measure I Metrolink/Rail, LTF Rail

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes: ☐ Retention? If yes, indicate % _____.

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

Mitch A. Alderman Task Manager (Print Name)	M.A. Alderman Signature Mitch A. Alderman	8/7/12 Date
Mitch A. Alderman Project Manager (Print Name)	M.A. Alderman Signature Mitch A. Alderman	8/7/12 Date
Jeffery Hill Contracts Administrator (Print Name)	Jeffery Hill Signature Jeffery Hill	8/17/12 Date
Hilda Flores for William Stawarski Chief Financial Officer (Print Name)	William Stawarski Signature William Stawarski	8/17/12 Date

AMENDMENT NO. 6

CONTRACT NO: C10079

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

HDR ENGINEERING INC.

This AMENDMENT No. 6 to CONTRACT No. C10079 is effective as defined herein by and between San Bernardino Associated Governments ("AUTHORITY") and HDR Engineering Inc. ("CONSULTANT").

RECITALS:

WHEREAS, AUTHORITY and CONSULTANT entered into Contract No. C10079 ("Contract"), dated February 3, 2010, as amended by Amendments No, 1 through 5, whereby AUTHORITY has engaged the services of CONSULTANT to provide design, environmental, Federal Transit Administration processing, right-of-way acquisition and land use services for the Redlands First Mile and Redlands Passenger Rail Projects ("Projects"); and

WHEREAS, the parties desire to amend the aforesaid Contract to amend the scope of services to include services that was contemplated but not included in previous amendment such as; preparing Environmental Impact Report/Environmental Impact Study (EIR/EIS) as currently directed by the Federal Transit Administration (FTA), additional design services and all worked included in the revised Scope of Services included as Attachment A; and

WHEREAS, the parties agree that the additional work will increase the Not-To-Exceed amount by $2,899,300 Dollars.

NOW THEREFORE, the parties do mutually agree to amend Contract No. C10079 in the following particulars only:

1. The Scope of Services for Contract No. C10079 shall be amended to include all additional elements of the Scope of Services that are described in Attachment A to this AMENDMENT.

2. Amend **Article 3., "Contract Price and Cost Principles",** sub-paragraph 3.2, to delete $28,485,052 as the not-to-exceed amount and replace with $31,384,352 as the revised not-to-exceed amount.

3. Include Attachment B to this Amendment No. 6, which includes the negotiated fee for the work identified herein.

4. Under **Article 2., Performance Schedule and Force Majeure**, sub-paragraph 2.1, to delete February 3, 2013, and replace with February 8, 2014.

5. All references to the "Authority" in the contract as amended shall mean San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority and all references to San Bernardino County Associated Government's in the contract as amended are stricken.

6. Except as amended by this Amendment No. 6, all other provisions of Contract No. C010079 remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 on the day and year below written, and this Amendment is effective as of the day and year executed by AUTHORITY.

HDR ENGINEERING, INC.

By: _____
Sr. Vice President

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Janice Rutherford
President

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
SANBAG General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

ATTACHMENT A

Changes to Scope of Work

Downtown San Bernardino Passenger Rail Project (DSBPRP)
Redlands Passenger Rail Project (RPRP)

EXECUTIVE SUMMARY

A number of changes have occurred with the planned approach to delivering final plan, specifications, and estimates (PS&E) for the Downtown San Bernardino Passenger Rail project. These changes were not anticipated requiring an amendment to the contract for scope, fee, and schedule.

San Bernardino Transit Center Changes Resulting from City of San Bernardino Future Development Site

1. Metrolink Crew Building Parking Lot and Access Road Changes

The 90% DSBPRP plans included a full build-out parking lot at the San Bernardino Transit Center (SBTC) that included approximately 250 parking spaces for both Metrolink crews and passengers. In early 2012, a number of meetings were conducted with the City of San Bernardino regarding a proposed future development plan to construct a 6-story facility on the site originally reserved for the Metrolink full build out parking lot. The subject property was to be provided to SANBAG from the City redevelopment agency along with $2 million for design and construction. The HDR team was asked to develop a number of alternative concepts to accommodate both the proposed San Bernardino future development and parking for Metrolink crews and develop a final concept that provides parking directly south of the SBTC station platforms reserved for the future Redlands Passenger Rail Project tracks and platforms. The new parking lot necessitated wholesale revisions to the civil, architectural, and landscaping designs directly south of the SBTC station platforms relative to the 90% design plans.

Due to the requested confidentiality for the area south of the Metrolink SBTC platforms by the developer and City of San Bernardino, the future development is discussed as the Future Development Team (FDT) which includes staff from the City and the developer. The subject site is owned by the City's redevelopment agency. In late 2011, the SANBAG Board approved a four-way agreement between the City of San Bernardino, the City's redevelopment agency known as the Economic Development Corporation (EDC), and Omnitrans. As part of the agreement, the EDC was to provide the above reference site at no cost to the project and $2 million to be applied towards design and construction. In July of this year, the City informed SANBAG that the State Department of Finance had rejected the four-way agreement. However, leading up to this decision by the Department of Finance, the City was confident that the agreement would be upheld and requested SANBAG work with the City and the FDT to accommodate the development. To accommodate the development, multiple meetings were held and subsequent concept plans were developed, all of which has had schedule and costs impacts to the HDR.

2. Redesign of Detention Basin for Omnitrans and City Owned Sites

The 90% submittal included a large detention basin to be constructed within an existing parking lot located directly south of the Arrowhead Credit Union baseball field. The detention basin was originally conceived to handle limited storm runoff from the San Bernardino Transit Center and the FDT site. A series of meetings were held with the FDT shortly after the 90% submittal where it was agreed to resize the basin to accommodate additional storm drain runoff resulting from the FDT proposed parking structure to be located directly south of the proposed station platforms at E Street.

Resizing the storm basin necessitated a southerly shift in its location relative to the 90% concept along with expansion of the required right-of-way acquisition which required significant revisions to the plats and legal documents related to the basin. In addition, the basin had to be placed in an area devoid of topographic survey and environmental consideration as of the 90% submittal which necessitated additional survey mapping of the immediate area. Lastly, the southerly shift resulted in significant lengthening of the proposed storm drain line running from the SBTC to the proposed storm drain basin located a significant distance south of the Arrowhead Credit Union ballpark.

3. Redesign of Passenger Access and Platforms

Subsequent to the 90% submittal, meetings were held with the City of San Bernardino in regards to the SBTC station platforms and parking lot concepts. The City provided feedback on the 90% conceptual layout that necessitated revisions to the proposed sidewalk along the west curb of E Street along with inclusion of a new pedestrian path between the existing Arrowhead Credit Union ballpark and the proposed station platforms at E Street. The sidewalk widening along the west curb of E Street resulted in changes to the landscaping, hardscape and inter track fencing between the station platforms and the E Street sidewalk.

4. Southern California Gas Company Modification Due to City Future Development

Subsequent to the 90% submittal, a series of meetings were held with representatives from SoCal Gas. It was agreed upon during the meeting to offset the loss of their property on the site's northern perimeter by expanding the site's footprint toward the east into the FDT site. Consequently, the property's perimeter wall and site parking had to be reconfigured to better correlate with the new footprint. Expansion of the SoCal Gas property towards the east necessitated the elimination of proposed parking spaces which resulted in revisions to the proposed parking lot drainage, civil, traffic landscaping design.

5. Revised Plats & Legal Descriptions for Right-of-Way Changes to Adjacent Properties

After the 90% submittal, changes were necessitated by both the FDT resulting in revisions to previously completed plats and legal descriptions for parcels in the vicinity of the San Bernardino Transit Center. The southerly shift of the proposed basin as previously discussed resulted in the development of new right-of-way acquisition documents each time the basin was shifted further south of the location depicted in the 90% submittal.

6. *Post 100% Plan Submittal Redesign of Metrolink Crew Building Parking Lot and Access Road*

Over the past several months, the FDT had been working to develop the vacant property south of the proposed Metrolink platforms at the SBTC. Consequently, 100% plans to accommodate the future development of this site were developed by providing a small, temporary Metrolink parking lot just south of the E Street platforms in the location of the future Redlands Passenger Rail station tracks. Shortly after the 100% submittal, the FDT decided to choose a different location for their proposed facility. Plan submittal changes necessitated by both the FDT will result in large scale design changes to the E Street platforms for the area south of the platforms as well as to the previously completed plats and legal descriptions for parcels in the vicinity of the San Bernardino Transit Center.

Changes Resulting from Stakeholders

7. *Omnitrans*

Move Omnitrans Bus Stop from 3rd Street to 2nd Street

Just prior to the 100% submittal, Omnitrans directed the shift of existing bus stop on 3rd Street in the vicinity of the Santa Fe Depot to a new location on 2nd Street. The bus stop shift necessitated revisions to the 3rd Street civil, signage and site design to accommodate removal of the previously planned bus stop. Conversely, the new bus stop on 2nd Street required additional topographic mapping outside of the project's boundaries as defined during the 90% design process. In addition, the new bus stop required the development of additional plans encompassing the civil, traffic, drainage, and right-of-way disciplines.

8. *Metrolink*

Security and Communications – Extensive Design Changes at Santa Fe Depot Garage, Parking Lots and G Street Crossing

Following the 90% submittal, additional security cameras were added to three grade crossings at 2nd Street, Rialto Avenue and G Street. The new security camera locations necessitated the design of additional power conduit at all three intersections along with new signal conduit between G Street and Platform C of the San Bernardino Transit Center. In addition, the security camera layout at the Santa Fe Depot was modified after the 90% Submittal as follows:

- Use 180 degree cameras in lieu of PTZ cameras as detailed in the 90% submittal (with the exception of using PTZ cameras on the domes of the Depot and corners of the parking garage). The 180 degree cameras are less expensive.
- Provide a detailed conduit scheme throughout the Santa Fe Depot in order to avoid placing security conduit on the surface of the interior walls.
- Design a switch for the lobby cameras in the SANBAG server room on a one rack unit.

- Interior security cameras were added to the security booth located in the pedestrian over tower.
- The security booth was modified to ensure that the video servers in the equipment racks are secured by adding locking front and rear doors.

San Bernardino Transit Center was modified after the 90% submittal to include the following design revisions.

- An additional fixed camera was placed at the parking lot entrance along with two new 180 degree cameras mounted on the southernmost platform in order to provide better coverage of the parking lot.
- Interior security cameras were added to the security office located inside of the Metrolink crew house building located on the west side of the E Street station platforms.

Passenger Signage, Public Address (PA) and Electronic Passenger Information System (EPIS)

Subsequent to the 90% submittal, Metrolink revised the proposed DSBPRP EPIS plans as follows:

- Remove all existing VMS & PA (variable message signs and public address) infrastructure on Platform C located directly west of the Santa Fe Depot.
- Place VMS & PA system infrastructure on every third pole on Platforms A and B of the Santa Fe Depot and on every third pole on Platforms A, B and C of the San Bernardino Transit Center. Specifically, the team was directed to place VMS and PA system infrastructure at a maximum distance of 150' apart and to design poles capable of accommodating both VMS & PA system equipment.
- Remove VMS & PA system equipment from the pedestrian overpass at the Santa Fe Depot.

Also, Metrolink required PRE, the railroad signal and communication subconsultant, to revision the EPIS plans:

- Instructed to utilize dual amplifiers in order to create a redundant VMS and PA system at both the Santa Fe Depot and San Bernardino Transit Center stations.
- Instructed to move the fiber optic patch panel (FOPP) boxes into the proposed sign enclosures in order to enhance the security of the infrastructure. In addition, it was advised to incorporate the FOPP into the monitor housing, which was not accounted for the 90% concept design.

Revisions to the SCRRA Crew House Security and Communications Rooms

Following the 90% submittal, Metrolink required the removal of the initial signal room in favor of creating a new communications room following Metrolink's previous direction. As a result, the additional room resulting from removal of the signal room was added to the security room footprint, which resulted in significant design modifications to the structural, mechanical, plumbing, lighting and architectural plans. In addition, the addition of the communications room necessitated an additional electrical meter for the Metrolink crew house that had to be shielded

from the adjacent area through the use of screening walls.

Crew House Design (Parking, Civil, Architectural and MEP Revisions)

After submittal of the crew house to Metrolink, changes were requested by Metrolink to reconfigure locker rooms and other rooms, the addition of entry door card readers, and to develop a furniture specification to be included in a separate bid.

PTC Tower Addition and Resulting Metrolink/BNSF Signal House Relocation

A communication shelter is to be placed in the vicinity of San Bernardino depot as support for the Metrolink communication "backhaul project" which involves the Ventura, Valley, and San Gabriel subdivisions. The communication shelter's proposed location had an impacted the project and required additional meetings between all impacted parties. These impacts include:

- Placement of a new fence around and existing signal house and communication shelter.
- A proposed catch basin near station 25+00 of S-8 had to be redesigned in order to accommodate the proposed relocation of the communication shelter.
- **Communications plans had to be revised so that the proposed shelters were connected to the existing communication shelter at E Street through fiber optics with MPLS at both ends in case the fiber optics connection goes out.**
- **Adjust the proposed drainage and grading design to reflect changes resulting from the relocation of the proposed communication shelter. In addition, the team had to ensure that there was adequate pad area for the relocated shelters and to allow vehicular access in the ultimate condition after the adjacent tracks have been removed.**

After submission of the 90% submittal, Metrolink Operations added wayside power and ground air to the E Street station to accommodate the possible need for trains to temporarily layover.

In the recently established SANBAG/Metrolink Construction and Maintenance Agreement, Metrolink has required that SANBAG provide updated Metrolink track charts for the areas affected within the Project limits.

EMF Security Cameras/Conduits

Subsequent to the EMF IFB submittal, the HDR team was contacted by Metrolink regarding a current design project overseen by Xorail (one of Metrolink's signal consultant) to provide a security system at the Eastern Maintenance Facility in Colton. Metrolink requested that the HDR team provide conduit for the proposed cameras throughout the current and proposed footprint of the facility in order to avoid having to disturb recently constructed pavement when the security camera project is constructed. As a result, HDR developed new plans for the security camera layout and issued them as an addendum to the EMF Project IFB plans. Xorail has recently contacted HDR regarding required revisions to the security camera conduits resulting from recent feedback from Metrolink on the proposed security camera layout.

9. BNSF Track Reconfiguration

BNSF Flyover Reconfiguration/No. 20 BNSF Turnout/Profile Modifications

Shortly after submission of the 90% submittal, a series of meetings with BNSF personnel were held regarding the track and platform configuration adjacent to BNSF Main Track 3. In December 2011, BNSF requested to leave the existing No. 20 turnout at BNSF Main Track 3 in lieu of placing it directly west of the station platforms as directed during 90% design. Shifting the No. 20 turnout on the BNSF mainline necessitated a significant reduction in the existing length of the Amtrak platform in addition to the following design revisions in the vicinity of the Santa Fe Depot:

- Reducing the length of Platform "A" (Amtrak platform) from 1000' to 850' which is Amtrak's minimum platform length for a 10 car train.
- Protecting the existing No. 20 BNSF turnout in place on BNSF Main Track 3 eliminated the need to install a new No. 15 turnout along with the removal and installation of track on BNSF Main Track 3.
- Leaving the existing dwarf signal for the No. 20 turnout in place eliminated the need to install a new signal and shift of the control point.
- Redesign of the San Gabriel Subdivision flyover connection to tie into the existing tracks connecting BNSF Main Track 3 to the puzzle switch..
- Discarding the realignment of BNSF Main Track 3 west of Platform "A" originally needed due to difference in frog angles between No. 20 and No. 15 turnouts.
- Redesign of the BNSF Main Track 3 profile and existing flyover connection as needed due to the reduction in platform length.
- Redesign of the westerly emergency pedestrian egress.

Platform 'A' Reconfiguration/Emergency Egress/Drainage/Architectural/MEP

Reconfiguration of Platform "A" necessitated by the aforementioned track alignment revisions resulted in significant revisions to the drainage, architectural, MEP (mechanical, electrical, plumbing), EPIS and structural plans associated with Platform "A". As previously mentioned, the platform length was reduced from 1000' to 850' following the 90% submittal which necessitated revisions to the layout of the station canopies, platform amenities, light poles and pedestrian emergency egress ramps. Subsequently, the EPIS and security system infrastructure located on Platform "A" had to be revised since the majority of it resides on light poles and station platform canopies.

10. SANBAG Design Changes

Laurel Street Project Coordination

HDR team continues to coordinate with the Laurel Street Grade Separation Project design team on its shoofly track and pump station design in order to ensure that the project's temporary infrastructure doesn't conflict with the EMF Phase 3 Project's proposed

infrastructure. The team continues to participate in regularly scheduled conference calls to encourage the diffusion of project updates on both projects. Recent coordination has necessitated significant revisions to the Laurel Street shoofly track design in order to avoid future impacts to the proposed EMF tail track located directly north of Laurel Street.

Public Art

Subsequent to the 90% submittal, Union Pacific RR was contacted about donating one of the four existing Colton Crossing diamonds for installation in the parking lot of the Santa Fe Depot as public art. HDR conducted a series of conference calls with UPRR representatives and was able to secure a commitment from the UPRR regarding the use of the diamonds. HDR developed engineering details for embedment of the diamond within the parking lot directly south of the Depot's main entrance along with installation of an interpretive sign detailing the history of the Colton Crossing diamond. The sign was developed using information recently presented at the Colton Crossing Grade Separation Project ribbon cutting ceremony.

A commemorative plaque marking the former location of the original Santa Fe Depot building corner currently resides east of Parking Lot "C" directly north of 3rd Street and K Street. The plaque is currently surrounded by bollards and will need to be relocated to the south in order to avoid conflicting with the proposed Main Track 1 and 2 alignments. Following the 100% submittal, HDR will work closely with SANBAG on developing a new commemorative plaque to be surrounded by a fenced plaza. The new architectural, civil and lighting plans will be included in an addendum to the 100% plans for submission prior to the IFB submittal.

Following the 90% submittal, new historic looking station way-finding signage were developed for Santa Fe Depot and San Bernardino Transit Center. For Platform "A" (Amtrak Platform) at the Santa Fe Depot, the new station signage will indicate the distances to both Los Angeles Union Station and Chicago Union Station.

Changes to the Santa Fe Depot Parking Lot – Civil/MEP/Landscape

Subsequent to the 90% submittal, HDR incorporated revisions to the redesign of Parking Lot "A" located directly west of the Santa Fe Depot which is currently designated as Metrolink only parking. Specifically, a new kiss and ride and ADA drop-off area located along the north side of Parking Lot "A" was incorporated into the overall concept which necessitated revisions to the parking lot's layout, grading, landscape, lighting and drainage plans. Also, Parking Lot "A" was included for sealing and re-striping.

Security Vehicle Charging Station and Canopy

Following the 90% submittal, a security vehicle charging station and canopy was added to the east end of Platform "C' just south of the proposed pedestrian overpass. The canopy will be designed to emulate that of surrounding canopies at the Depot and will include the necessary power connections and civil grading if necessary. The charging station and canopy

plans will be submitted as an addendum for the ibd plans since the design will not be included in the 100% submittal due to time constraints.

Landscaping Changes at Santa Fe Depot and E Street

Inclusion of the new kiss and ride and ADA drop-off area within Parking Lot "A" of the Santa Fe Depot necessitated revisions to the landscape plans. The revised parking lot layout includes a large median directly south of the area which required extensive landscaping to improve aesthetics in the high traffic area. In addition, the proposed landscaping at the San Bernardino Transit Center was subjected to significant revisions following the 90% submittal. Specifically, the full build-out parking lot south of the Metrolink platforms at the E Street station was removed from the project in favor of using a temporary parking lot to accommodate Metrolink crews prior to construction of the Redlands Passenger Rail Project station platforms and tracks. As a result, the landscaping footprint was entirely altered including the landscaping between the SBTC station platforms and the west sidewalk of E Street.

Custom Wrought Iron Push Gates at Depot and E Street Stations In Lieu of Using Metrolink Standards

Subsequent to the 90% submittal, custom wrought iron push gates for the emergency pedestrian grade crossings at the Santa Fe Depot were developed in lieu of utilizing Metrolink standards push gates. The team developed a custom design that adhered to ADA push force requirements along with CPUC requirements.

Additional Topographic Survey

Following the 90% submittal, design changes initiated by the project stakeholders necessitated additional topographic mapping. Specifically, new topographic mapping was generated for the following areas along the DSBPRP corridor:

- Elevation shots throughout Parking Lot "A" of the Santa Fe Depot for the design of the kiss and ride and ADA drop-off area.
- Elevation shots along 2nd Street for a new bus stop. The bus stop was previously located along 3rd Street but requested to be moved by Omnitrans.
- Top-of-rail elevation shots in 50' intervals along a 478' long stretch of tangent track between two existing points of switch at the IEMF for the design of the IEMF reconnection. IEMF – Inland Empire Maintenance Facility which is owned by SANBAG.

Addition of Security Cameras at Depot Parking Garage and Rialto Avenue/I Street

Following the 90% submittal, security cameras were added to the recently constructed parking garage located directly west of the Santa Fe Depot near Mount Vernon Avenue. The additions include equipment for:

- Interior parking levels
- Northeast and southwest stairways
- Vehicle entry ways on both the north and east sides of the garage
- Pedestrian entry ways on both the north and east sides of the garage
- PTZ and 180 degree exterior cameras (PTZ – pan, tilt, zoom)
- Elevator camera including additional wiring to the elevator infrastructure
- Terminal support equipment and electrical interface in the electrical room

The addition of security cameras within the parking garage also necessitated the design of supporting electrical and signal infrastructure along with the development of details for mounting, monitoring, control and storage.

11. Revisions to Utility Design

Update Design Based on Underground Scanning and Late Information Provided by the City

Following the 90% submittal, HDR arranged to have the existing utilities in the vicinity of the Metrolink/SANBAG tracks at the Santa Fe Depot located and mapped using ground penetrating radar due to the lack of as-built information on existing utilities in the vicinity of the Depot. The mapping was referenced into the plans and utility relocations/accommodations were determined using the approximate depths determined by the ground penetrating radar. The most significant existing utility discovered was the presence of a 4" fire suppression line located directly north of the Santa Fe Depot on the east end that needed to be relocated in order to avoid construction of Platform "B".

Subsequent to the 90% submittal, the City of San Bernardino provided hand sketches detailing the approximate locations of existing sewer line infrastructure in within Rialto Avenue at I Street that detailed recent field mitigation work. The revised sewer line configuration necessitated revisions to an existing sewer line crossing of the tracks. In addition, the existing utility base file had to be revised to more accurately depict sewer line infrastructure per the hand sketches provided by the City.

Ground Penetrating Radar

The existing utilities in the vicinity of the Santa Fe Depot lack reliable as built documentation needed to locate old utilities within an active train yard and station. Therefore, ground penetrating radar was arranged to have the existing utilities mapped from Mount Vernon to Parking Lot "C" of the Santa Fe Depot. The utility mapping was added to the plans for reference only along with the caveat that the contractor is ultimately responsible for field locating and protecting in place all existing utilities within the vicinity of the Santa Fe Depot. According to the consultant that performed the work, the utility depth information provided on the mapping is accurate to within +/- 10% of a utility's actual depth.

Santa Fe Depot Fire Hydrant and Fire Line Systems and Approvals

A series of meetings were held with the City's fire department following the 90% submittal

regarding the City's approval of fire hydrants and building connections proposed on the Project. The meetings necessitated research regarding past fire hydrant tests in the vicinity of the Santa Fe Depot and San Bernardino Transit Center to adhere to the fire flow test requirements for new hydrants.

12. Additional R/W Support

Provide Detailed ROW Delineation at Santa Fe Depot (BNSF Purchase Agreement)

The existing line of demarcation between SANBAG and BNSF right-of-way at the Santa Fe Depot is somewhat ambiguous when considering the right-of-way documentation obtained from available sources. No less than three separate right-of-way lines representing this particular boundary were included in the 90% submittal due to the absence of geometric data relative to an existing fixed object in the field. Specifically, the existing right-of-way line work was established relative to the existing track centerlines; however, the tracks have been shifted on multiple occasions since development of the records. As a result, the HDR team coordinated with multiple entities including LACMTA and BNSF on an exhaustive records research. The right-of-way records research also yielded a significant operating easement between BNSF and RCTC running along Main Tracks 1 and 2 directly north of the Santa Fe Depot.

Detailed ROW Delineation at Caltrans I-215

The HDR team developed a memorandum for submission to Caltrans detailing the DSBPRP proposed pier protection of the overhead structure along with a discourse on the minimum horizontal clearances between the proposed track centerlines and recently constructed pier protection walls. In addition, the memorandum provided a detailed commentary on the aerial easement deed that provides the State with an opportunity to review and provide comment to the plans within a specified clearance envelope under the Redlands Loop Overhead. Specifically, the memorandum was primarily developed to avoid having to issue a Caltrans encroachment permit for the Redlands Loop Overhead in favor of providing Caltrans with an opportunity to review and provide comments on the improvements planned within the limits of the aerial easement.

Additional Topographic Survey

Subsequent to the 90% submittal, approximately 85% of the plat exhibits and legal descriptions were revised to the track alignment and proposed typical sections. In addition, changes to the right-of-way resulting from design changes also prompted significant revisions to the right-of-way line work for proposed right-of-way, TCEs (temporary construction easements) and street vacations not anticipated following the 90% submittal. The following design revisions prompted by stakeholders prompted the most significant revisions to the proposed right-of-way line work and associated plats and legal documents:

- Reconnection of the Inland Empire Maintenance Facility (IEMF) resulting in track alignment modifications between the Santa Fe Depot and 2nd Street.

- Modifying the standard longitudinal track ditches where right-of-way limits permitted such a modification.
- Shifting of proposed signal houses at 2nd Street necessitating the acquisition of a new parcel relative to the 90% submittal.
- Modifications to the proposed right-of-way and TCE line work resulting from June 2012 meeting with SANBAG's legal consultants and agency staff.

13. Design of IEMF Connection (Inland Empire Maintenance Facility, SANBAG Owned Property)

Track Alignment Modifications

Following the 90% submittal, the IEMF which was originally planned to be disconnected and salvaged, as a result of the expansion o of the Eastern Maintenance Facility (EMF), was reconnected to the proposed mainline. The reconnection necessitated revisions to the track alignment between the east limits of the Santa Fe Depot station platforms and 2nd Street along with associated revisions to the track profile, typical sections, cross sections and roadway modeling. The reconnection and re-use of the IEMF resulted in a savings of over $5 million in repayment costs to other agencies. The reconnected IEMF will most likely be used as the maintenance facility for the Redlands Passenger Rail Project (RPRP) which could result in a savings of about $10 million for RPRP.

3rd Street at Grade Crossing Redesign

The aforementioned track alignment revisions necessitated significant impacts to the proposed 3rd Street design due to the westward shift of the track alignment through 3rd Street. The aforementioned geometric revisions to the roadway concept necessitated revisions to the 3rd Street layout, grading, traffic, drainage, lighting and landscape plans relative to the 90% submittal. Also, the exhibits prepared for the 3rd Street vacation to be processed through an amendment to the City's General Plan had to be revised to emulate the latest concept.

Right-of-Way Modifications

The aforementioned revisions to the track alignment in the vicinity of 3rd Street resulting from the IEMF reconnection resulted in significant impacts to the previously defined proposed right-of-way between 3rd Street and 2nd Street. In addition, the Survey Control and Right-of-Way plans had to be significantly revised at this location to depict the final disposition of the proposed right-of-way line work.

Drainage/Emergency Egress/Signal Design Modifications for Santa Fe Depot Platforms and 2nd Street

The reconnection of the IEMF located directly north of 3rd Street and east of Parking Lot "C" of the Santa Fe Depot necessitated significant revisions to the track and roadway plans relative to the 90% design. The shift required revisions to the roadway modeling needed to

evaluate the proposed ditch tie-in points relative to the existing ground immediate to the proposed ditches. The remodeling efforts required revisions to the proposed ditch section adjacent to the east side of the tracks between 3rd Street and 2nd Street.

14. FTA Delays (Federal Transit Administration)

ROW Coordination (HDR) (Environmental Approval & Delays)

Prior to the 90% submittal, HDR was directed to initiate the right-of-way appraisals process based on an assumed final design and environmental clearance schedule developed during the 90% process. The decision was made to initiate development of appraisals for the proposed right-of-way established during the 90% process with the understanding that such appraisals have a shelf life of six months. Following the 90% submittal, the FTA stated that development of a Finding Of No Significant Impact (FONSI) could not take place until September 2012 which was a significant delay to the environmental clearance schedule proposed by the FTA during the 90% design phase. As a result, the appraisal effort had to be abandoned and delayed until the plats and legal documents were completed in June 2012 and the FTA committed to the September 2012 date.

Revisions & New Appraisals (Environmental Approval & Delays)

HDR salvaged as much work as possible in regards to the appraisals in order to reduce the level of effort needed to develop new appraisals following the 100% s. The effort will necessitate revisions to the current appraisals as follows:

- Re-examine ownerships and owner notifications may need to be resubmitted.
- Review general neighborhood and property profile data and provide updates to the data to reflect the current conditions.
- Conduct new site inspections to confirm current property conditions.
- Update market research and market data.
- Prepare revised exhibits to convey the latest market data in the form of maps and market summaries.
- Re-examine take areas for any medications to the property impacts resulting from the design changes subsequent to the 90% submittal.
- Final valuation analysis based on market data, property profiles and revisions to acquisition areas.
- Assemble draft and final appraisal reports

Level Boarding Report (New Federal Regulation)

SANBAG anticipates receiving a request for an "Accessibility Compliance with USDOT Level Boarding Guidance" report and perhaps a "Level Boarding Approach Comparative Cost Analysis," along with additional supporting documentation of adherence to the new federal ADA requirement for level boarding for train platforms.

The Level Boarding Report will include discussion on the following topics:

- Full-Length Level Boarding Platforms
- Station-based Approach Using Retractable (Flip-up) Platform Edges
- Car-borne – Automated Ramps
- Gauntlet or Bypass Tracks
- Mini-High Platforms – Recommended Alternative

It is anticipated that subsequent correspondence between FTA and the SANBAG/Project Team upon FTA's receipt of this Report.

15. EMF Additional Revisions

Army Corps of Engineers and SB County Flood Control Additional Requested Drainage and Structural Calculations

In April 2012, the US Army Corp of Engineers (Corp) issued a letter regarding the request to obtain a 408 Permit for the proposed modifications to the Lytle Creek Channel necessitated by the EMF Phase 3 Expansion Project. The Corp requested the following revisions to the EMF drainage and structures plans which necessitated an addendum to the issued for bid package completed in March 2012:

- The project's geotechnical report had to be modified to reflect the Corp's requirements regarding use of the "at rest" condition pertaining to the culvert sidewall design. In addition, the report had to be revised in order to address the Corp's concerns regarding compaction requirements for structural backfill.
- The drainage plans had to be revised to depict a cross section detail of the 48" reinforced concrete pipe located at the reinforced concrete box.
- The drainage plans also had to be revised to provide a cross section detail of the 2-48" reinforced concrete pipes going through the reinforced concrete box.
- An anchor rod detail had to be added to the structural drawings.
- Revisions to the bar size and length for the shear rod at the connection of the channel wall/slab detail in the structures plans.

Revisions resulting from Construction Manager (CM) Constructability Review

In January 2012, the EMF and DSBPRP construction management team provided the HDR design team with 110 design review comments on the 100% EMF plans following incorporation of stakeholder comments from SANBAG and SCRRA (Metrolink). HDR did not originally account for the magnitude of design review comments and along with the effort needed to address them within a two month time period. The comments necessitated revisions to the structural plans for the proposed crossing of Lytle Creek Channel along with revisions to the survey control plans.

IFB Front End Document Preparation

Prior to the Eastern Maintenance Facility (EMF) expansion project 100% submittal, HDR

worked in conjunction with SANBAG and the construction management team (Parsons Brinckerhoff – PB) on revising the SCRRA Division 1 standard specifications to make them more specific to SANBAG's agency requirements. The revisions took place over a two month period during all day meetings involving HDR, PB, and SANBAG. The EMF project Division 1 specifications will serve as the basis for development of the DSBPRP and RPRP Division 1 specifications.

Additional Topographic Survey

Additional survey was necessitated by revisions to the plans resulting from design review comments from the Army Corp of Engineers and the construction management team just prior to the 100% submittal. Additional survey elevation shots were required throughout the existing facility in order to facilitate redesign in response to design review comments from project stakeholders.

Management/Coordination/Meetings Due to Schedule Change

16. Management/Coordination/Meetings Due to Schedule Change

The DSBPRP project schedule was extended by four months requiring additional project management, coordination, and meetings for that duration.

Executive Summary - Redlands Passenger Rail Project

Several changes have occurred with the planned approach to delivering the Preliminary Engineering and Environmental Documentation for the Redlands Passenger Rail Project (RPRP). These changes were not anticipated or included as contingency items and are too large to absorb into the current project contingency. They require an amendment to the contract for scope, fee, and schedule. The following is a summary of the four (4) areas of change:

1. Change to Joint EIR/EIS and Additional Technical Studies

A typical project such as the Downtown San Bernardino Passenger Rail Project (DSBPRP) and the Redlands Passenger Rail Project (RPRP) that uses federal funds, require a joint state/federal environmental document. For the state portion of the document, the California Environmental Quality Act (CEQA) must to be followed and typically is performed to the highest level being an Environmental Impact Report (EIR). For the federal portion, the National Environmental Policy Act (NEPA), projects will tend to be evaluated at either a lower level such as an Environmental Assessment (EA) or a high level, an Environmental Impact Study (EIS). For transit related projects, the Federal Transit Administration (FTA) is the environmental lead and will be the agency issuing the NEPA clearance after the local agency certifies the CEQA document. The FTA will issue either a Finding of No Significant Impact (FONSI) for an EA or a Record of Decision (ROD) for an EIS.

The RPRP must change direction from preparing an EIR/EA to preparing an EIR/EIS document. This change is based on direction provided from the Federal Transit Administration (FTA), Region 9, on May 9, 2012, and further clarified and refined over the past few weeks. Initially, SANBAG and HDR requested that an EIS be performed from the very beginning of the project but the FTA would not agree and required an EA. In conversations with the FTA, they stated that the current Administration requested all federal agencies to try and keep the environmental approval levels as simple as possible. After reviewing some of the initial technical information from the environmental analysis, the FTA concurred that an EIS should be prepared.

The need for an EIS is based on the initial findings of several ongoing technical studies prepared in conjunction with [Amendment No. 4] Task 8.2, which indicate that there is a potential for the RPRP to result in substantial effects related to air quality, biological and cultural resources, noise and vibration, traffic, flooding, and Section 4(f) resources and issues raised in comment letters received during the public scoping process conducted to date.

Preparation of the new document will require a more robust analysis of alternatives along with new impact analyses in areas not originally anticipated. Furthermore, the project must go through another public scoping process to satisfy regulatory requirements associated with the change in document type. Completing the new document will extend the overall project schedule by 10 months. The following are anticipated changes to the environmental document moving from EA to EIS.

- New Notice of Intent (NOI) to prepare an environmental document
- Agency Coordination Plan
- New Scoping Effort
- Section 4(f) evaluation
- Expanded consideration of pertinent Executive Orders
- Expanded and Extensive Economic Impact Analysis (See Omnitrans EA NOI scoping letter statement below.)
- Updates/Revisions to current EA/EIR document
- Change from FONSI to ROD

It must be noted that during the initial EA NOI scoping process, without any consultation with SANBAG, Omnitrans submitted a letter to SANBAG, copied to the FTA, challenging the Redlands Passenger Rail Project based on potential financial impacts to the current Omnitrans funding levels and Title VI, 42 U.S.C. § 2000d et seq., enacted in 1964 which in summary states, "Simple justice requires that public funds, to which all taxpayers of all races [colors, and national origins] contribute, not be spent in any fashion which encourages, entrenches, subsidizes or results in racial [color or national origin] discrimination."

2. *Expanded Regulatory Permitting*

As a part of the change of the environmental document, and in order to provide some overall program implementation schedule relief, draft environmental permit applications and the initiation of permit discussions with resource agencies will be performed. The following

draft permit applications are anticipated and included herein:

- Prepare standard section 404 permit and supporting 404(b)(1) alternatives analysis
- Prepare compensatory mitigation plan
- Prepare biological assessment and conduct formal section 7 consultation
- Conduct formal section 106 consultation
- Prepare SB County Flood Control Permit and 33 U.S.C. 408 permit application(s)

3. Various Engineering Technical Changes to Scope of Work

Over the course of the preliminary engineering a number of changes have occurred that require a net adjustment to the scope and fee:

- Addition of bridge APS and PE design for Bryn Mawr Avenue which bridges over the Mission Zanja Channel for access to Proposed Layover Site "A"
- Addition of operational modeling and design consideration for including IEMF as project layover facility site alternative
- Revisions to align scope and fee for GIS effort, right-of-way analysis (identify encroachments of 9-miles of right of way) and system safety planning.
- Addition of a public policy strategist to support the public relations and project acceptance (*this is targeted for maintaining and resolving any issues with Omnitrans on the project as well as continue project acceptance by both cities*).

4. Project Schedule Extension

This item covers the cost and additional effort to extend the overall project management for the new and extended baseline work for 10 months. This item includes cost for Project Management, Project Administration, Project Controls, Meetings and QA/QC.

ATTACHMENT B

SUMMARY OF FEES

Downtown San Bernardino Passenger Rail Project Scope of Service Changes			
Item	**Description**	**Cost**	**Fee Spreadsheet Location**
	San Bernardino Transit Center Changes Resulting from City of San Bernardino Future Development Site		
1	Metrolink Crew Building Parking Lot and Access Road Changes		
	a. Civil	$40,000.00	7.3.8
	b. Architectural/MEP/Landscaping (MEP - Mechanical, Electrical, Plumbing)	$16,000.00	7.5.1
	c. Crew Building Re-Orientation	$5,000.00	
	d. Platform Pedestrian Overpass Concepts	$5,000.00	
	e. G Street to E Street Pedestrian/Bike/Emergency Egress Connection Concepts	$5,000.00	
	Subtotal:	**$71,000.00**	
2	Redesign of Detention Basin for Omnitrans and City Owned Sites		
	a. Civil & Drainage Design	$70,000.00	7.3.8/3.1
	b. Additional Survey for new Retention Basin Location (PDC)	$5,750.00	ODC for PDC Support
	c. Development of Storm drain Easements and Right-Of-Way Acquisitions	$14,000.00	7.3.15
	Subtotal:	**$89,750.00**	
3	Redesign of Passenger Access and Platforms		
	a. Architectural & Civil	$24,500.00	7.5.1
	Subtotal:	**$24,500.00**	
4	SoCal Gas Modification Due to City Future Development		
	a. Retaining/Perimeter Wall Layout & Design Modifications (Civil/Structural)	$26,500.00	7.3.8 and 7.3.15
	b. Right-of-Way Acquisitions/Modifications/Support	$8,500.00	7.3.8
	Subtotal:	**$35,000.00**	

5	Revised Plat & Legal Descriptions for ROW Changes to Adjacent Properties		
	a. Preparation (HDR)	$6,000.00	7.3.15
	b. Preparation (PDC)	$25,000.00	3.2.3, 3.2.5, 3.2.6, 3.2.7
	c. Easements and Exhibits for Concepts	$10,000.00	
	Subtotal:	**$41,000.00**	
6	Post 100% Plan Submittal Redesign of Metrolink Crew Building Parking Lot and Access Road		
	a. Civil Layout and Design Modifications	$22,000.00	
	b. Utilities Design and Coordination	$14,500.00	
	c. Drainage Layout and Design Modifications	$5,000.00	
	d. Security Layout and Design	$15,000.00	
	e. MEP - (Lighting & Security)	$10,000.00	
	f. Site Concepts and Coordination	$7,500.00	
	h. Landscape Layout and Design	$6,250.00	
	i. ROW/Fencing Layout and Design	$6,250.00	
	K. Plats & Legals Revisions (PDC)	$3,000.00	
	j. H&H Report Revisions	$3,750.00	
	j. Wayfinding & Signage Layout and Design	$6,250.00	
	Subtotal:	**$99,500.00**	
	Changes Resulting from Stakeholders		
7	**Omnitrans**		
	Move Omnitrans Bus Stop from 3rd Street to 2nd Street		
	a. Design (HDR)	$18,250.00	7.3.1 and 7.3.4
	b. Additional Survey (PDC)	$1,800.00	ODC for PDC Support
	Platform Design Modifications at E Street		
	a. Civil	$24,250.00	7.3.9
	b. Architectural	$15,500.00	7.5.1
	c. Structural Re-design Metrolink Typical Section of E Street Platform	$24,000.00	7.3.9
	d. Platform Canopies layout & design modifications at E Street	$19,750.00	7.5.5
	e. Platform lighting layout & design modifications at E Street	$18,500.00	7.3.9 and 7.5.2
	f. Security Camera Design	$16,000.00	7.4.1, 7.4.6, 7.5.1, 7.5.6
	g. Utilities Inter-Project Design	$20,000.00	
	h. Sidewalk Modifications	$10,000.00	

	Subtotal:	**$168,050.00**	
8	**Metrolink**		
	a. Electronic Passenger Information Systems (EPIS)	$22,500.00	7.13.1 through 7.13.3
	b. Revisions to the SCRRA Crew house Security & Communications Rooms (Civil/Architecture/MEP)	$42,500.00	7.13.2
	c. PTC Tower Addition and Resulting Metrolink /BNSF Signal House Relocation	$16,750.00	7.2.4
	d. EMF Security Cameras/Conduit	$21,000.00	7.7.13
	e. Wayside Power Units and Air Compressors	$34,000.00	
	f. Metrolink PTC Track Charts	$60,000.00	
	Subtotal:	**$196,750.00**	
9	BNSF Track Reconfiguration		
	a. Four Different Alternative Configurations (2 on the east side and 2 on the west side) and Platform 'A' Reconfiguration/Emergency Egress/Drainage/Architectural/MEP/Track	$90,750.00	7.1.3, 7.2.1, 7.2.2, 7.2.3, 7.2.4, 7.3.7
	Subtotal:	**$90,750.00**	
10	SANBAG Design Changes		
	a. Public Art	$17,750.00	7.3.6 and 7.4.1 & 7.2.2, 7.3.9, 7.4.1, 7.4.7, 7.5.8
	b. Parking Lot Modifications for Passenger Drop off & ADA	$25,000.00	7.4.1, 7.4.6, 7.5.1, 7.5.6 & 7.3.6 and 7.4.2
	c. Security Vehicle Charging Station and Canopy	$10,500.00	7.3.6, 7.4.1, 7.4.2
	d. Emergency Push Gates at the Santa Fe Depot	$5,500.00	7.4.1
	e. Additional Topographic Survey (PDC)	$2,500.00	3.2.3, 3.2.5, 3.2.6, 3.2.7
	f. Laurel Street Grade Separation Coordination	$8,000.00	1.1.3
	g. Security & Communications – Design Modifications at Santa Fe Garage, parking lots, G street crossing, etc. (HDR)	$20,000.00	7.4.1, 7.4.6 and 7.5.1, 7.5.6
	h. Security & Communications – Design Modifications at Santa Fe Garage, parking lots, G street crossing, etc. (PAC)	$5,000.00	ODC for PAC Support
	Subtotal:	**$94,250.00**	
11	Revisions to Utility Design		
	a. Update Design based on Underground Scanning and Late Information provided by City	$23,000.00	7.8
	b. Ground Penetrating Radar	$35,000.00	ODC
	c. Underground Fire Service Systems & Approval (Relocation)	$21,000.00	7.8
		$79,000.00	

	Subtotal:		
12	Additional ROW Support		
	a. Provide a Detailed ROW Delineation at Santa Fe Depot (BNSF Purchase Agreement)	$10,750.00	7.3.6
	b. Detailed ROW Delineation at Caltrans I-215	$6,500.00	7.3.6
	c. Additional Survey (PDC)	$5,000.00	3.2.3, 3.2.5, 3.2.6, 3.2.7
	Subtotal:	**$22,250.00**	
13	Design of IEMF Connection (Inland Empire Maintenance Facility, SANBAG Owned Property)		
	a. Track Alignment Modifications	$88,000.00	7.1.3, 7.2.1, 7.2.2, 7.2.3, 7.2.4, 4.2.1
	b. 3rd Street at Grade Crossing Redesign	$30,000.00	7.3.1, 7.3.3, and 7.3.4
	c. Right-of-Way Modifications	$10,000.00	7.3.1, 7.3.3, and 7.3.5
	d. Drainage/Emergency Egress/Signal Design Modifications for Santa Fe Depot Platforms and 2nd Street	$18,500.00	7.3.1, 7.3.3, and 7.3.4
	Subtotal:	**$146,500.00**	
14	FTA Delays (Federal Transit Administration)		
	a. ROW Coordination (HDR) (Environmental Approval & Delays)	$23,000.00	5.3
	b. Revisions & New Appraisals (Environmental Approval & Delays)	$69,000.00	ODC Epic
	b. Level Boarding Report (New Federal Regulation)	$50,000.00	4.4.1
	Subtotal:	**$142,000.00**	
15	EMF Additional Revisions		
	a. Army Corps of Engineers and SB County Flood Control Additional Requested Drainage and Structural Calculations	$17,000.00	4.5.9
	c. Revisions resulting from Construction Manager (CM) Constructability Review	$10,750.00	7.7.12
	d. IFB Front End Document Preparation	$17,250.00	7.12.1
	e. Additional Topographic Survey (PDC)	$2,500.00	ODC for PDC
	Subtotal:	**$47,500.00**	
16	Management/Coordination/Meetings Due to Schedule Creep from February 2, 2012 to June 25, 2012	$132,000.00	1.1 through 1.5 & 2.1 through 2.1.5
	Subtotal:	**$132,000.00**	

17	Contingency for Post Final Design to Bid Period Coordination and Document Modifications	$250,000.00	
	TOTAL	$1,729,800.00	

PRPR Out of Scope Items
Revised July 6, 2012

Item	Description	Cost	Fee Spreadsheet Location
1 & 2	Change Document from EA to EIS and New Tech Studies (new work)	$502,500	
3	Draft Permit Applications and Initiation of Permit Discussions	$322,000	
4	New or Modified Engineering Issues	$160,000	
5	Schedule Extension	$185,000	
	TOTAL	$1,169,500	

GRAND TOTAL	$2,889,300

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: **30**

Date: September 5, 2012

Subject: License agreement for use of SANBAG right-of-way at Hellman Avenue with the City of Rancho Cucamonga.

Recommendation:* Approve Contract No. R13037 with the City of Rancho Cucamonga for construction, maintenance, operation, and repair of a storm drain facility crossing under the railroad tracks contingent upon Southern California Regional Rail Authority construction approval.

Background: Between 1991 and 1993, SANBAG acquired the Baldwin Park branch line, the Pasadena Subdivision, and the Redlands branch line, all railroad rights-of-way, for its commuter rail program. Following the acquisition of these rail assets, in 1994, SANBAG contracted with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to provide property management services. During 2011, SANBAG went through a procurement process to bid the services provided by the LACMTA and on May 4, 2011, the Board awarded Contract No. C11206 to Epic Land Solutions.

Historically, the management services provided to SANBAG by LACMTA has included: environmental due diligence, management of leases, licenses and easements, weed abatement and trash removal, preparing agreements and licenses for utilities and street crossings of the right-of-way, and marketing surplus property. To expedite the provision of these services, SANBAG provided the LACMTA power-of-attorney to handle these matters on SANBAG's behalf. SANBAG's rail assets portfolio includes approximately 1,050 licenses, leases,

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1209c-maa
Attachments: R13037

and agreements that generate roughly $400,000 in annual revenue. The revenues generated by SANBAG's rail assets are used to fund improvements related to the rail system. Examples of past projects include the restoration of the San Bernardino Depot, San Bernardino Parking Structure, and the restoration of the Upland Lemon Grower's Warehouse.

When SANBAG re-procured these services last year, SANBAG did not grant Epic Land Solutions, Inc. (Epic) power-of-attorney. Consequently, this Board action is required to authorize SANBAG to enter into or amend any new or existing license, lease, or agreement for the use of SANBAG's property.

The license to be granted per this item will be for an underground crossing of SANBAG's right-of-way property commonly known as the San Gabriel Subdivision San Bernardino, at Hellman Avenue north of 8th Street in the City of Rancho Cucamonga at Metrolink Mile Post 39.60 (SANBAG Mile Post 98.2). The approximate area needed for the crossing is 1,180 square feet.

The license does allow SANBAG to terminate its use with 30 days prior written notice. Additionally, the City of Rancho Cucamonga has provided $1,000 in upfront administrative fees to Epic for preparation of 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 licenses, leases and agreements for SANBAG's right-of-way and property. Options would likely include a range from continuing to present each new or amended agreement to the Board for action or by creating boilerplate documents approved by the Board that could be executed by the Executive Director or his designee.

Financial Impact: Approval of this item will result in the payment of $1,000 by the City of Rancho Cucamonga as a one-time administrative fee to Epic Land Solutions, Inc. The license fee will be collected by Epic Land Solutions, Inc. on behalf of SANBAG and retained in the SANBAG rail assets trust account until the funds are transmitted to SANBAG's finance department. The revenue may be budgeted in subsequent fiscal years for projects that benefit SANBAG's rail systems/assets.

Reviewed By: This item was reviewed by the Commuter Rail and Transit Committee on August 16, 2012, and unanimously recommended for approval. SANBAG General Counsel has approved this item and the Contract as to form.

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

BRD1209c-maa
Attachments: R13037

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. R 13037 Amendment No. _____

By and Between

San Bernardino Associated Governments and City of Rancho Cucamonga

Contract Description License Agreement

Board of Director's Meeting Date: September 5, 2012

Overview of BOD Action: ***Recommendation:*** That the Committee recommend the Board approve Contract #R13037 with the City of Rancho Cucamonga for construction, maintenance, operation, and repair of a storm drain facility crossing under the railroad tracks contingent upon Southern California Regional Rail Authority construction approval.

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

CONTRACT OVERVIEW

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

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
9/5/12		

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? N/A Receivable Contract

☐ 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 A. Alderman	M. A. Alderman	8/9/12
Task Manager (Print Name)	Signature Mitch A. Alderman	Date
Mitch A. Alderman	M. A. Alderman	8/9/12
Project Manager (Print Name)	Signature Mitch A. Alderman	Date
Jeffery Hill		8/9/12
Contracts Administrator (Print Name)	Signature Jeffery Hill	Date
Hilda Flores for William Stawarski	Hilda Flores for	8/15/12
Chief Financial Officer (Print Name)	Signature William Starwarski	Date

CONTRACT NO.
CO 12-035

SANBAG ORIGINAL

File: RSSB003745
SCRRA S0000160
SANBAG No. R13037

LICENSE AGREEMENT

BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

CITY OF RANCHO CUCAMONGA

File: RSSB003745
S0000160

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into as of _____, 2012 by and between the **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a public agency existing under the authority of the laws of the State of California ("SANBAG"), and **CITY OF RANCHO CUCAMONGA**, a municipal corporation ("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 crossing of SANBAG's Right-of-Way property commonly known as the San Gabriel Subdivision San Bernardino, at Hellman Avenue northerly of 8th Street in the City of Rancho Cucamonga, County of San Bernardino at SCRRA Mile Post 39.60, SANBAG Mile Post 98.2
Approximate area:
One Thousand One Hundred Eighty Square Feet (1,180 Sq. Ft.) (§1.1)

2. Use of License Property:
Construction, maintenance, operation, and repair of one (1) one hundred twenty inch (120") diameter RCP storm drain and one (1) forty eight inch (48") diameter lateral junction structure, and no other uses (§1.1, §10)

3. Commencement Date:
May 1, 2012 (§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 per month, payable:
      a. ~~Annually in advance~~
      b. ~~Monthly in advance~~ (§2.1)

B. Additional License Fee:

a. One time administrative fee: $1,000.00

b. ~~Other fees~~: $N/A (§2.1)

C. Base License Fee Adjustment Dates (Not applicable)

a. ~~Annually based on CPI~~

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
Attn: Mitchell A. Alderman P.E. (§24.1)

8. Licensee's Address:
CITY OF RANCHO CUCAMONGA
10500 Civic Center Drive
P.O. Box 807
Rancho Cucamonga, CA 91729 (§24.1)
Attn: Mark Steuer
Director of Engineering Services / City Engineer
909-477-2740 ext. 4011

9. Facility:
One (1) One hundred twenty inch (120") RCP storm drain at a depth of 17.5 feet from the top of the rail to top of the pipe and one (1) forty eight inch (48") diameter lateral junction structure at a depth of 22.5 feet from current ground level to top of pipe. (§1.1)

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 have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

SANBAG:

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____

Name: Janice Rutherford

Title: Board President

LICENSEE:

CITY OF RANCHO CUCAMONGA

By: _____

Name:

Title:

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Exhibits:

"A" License Property
"B" Insurance Requirements
"C" Permitted Hazardous Materials
"D" Additional Provisions

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 coverages 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 coverages 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', materialmen'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, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Licensee, or its 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 Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this 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 Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees 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 Indemnitees by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for 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 coverages 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 coverages 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 anytime 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 Indemnitees (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 Indemnitees 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 Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees 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 thereover.

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 thereover, 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.

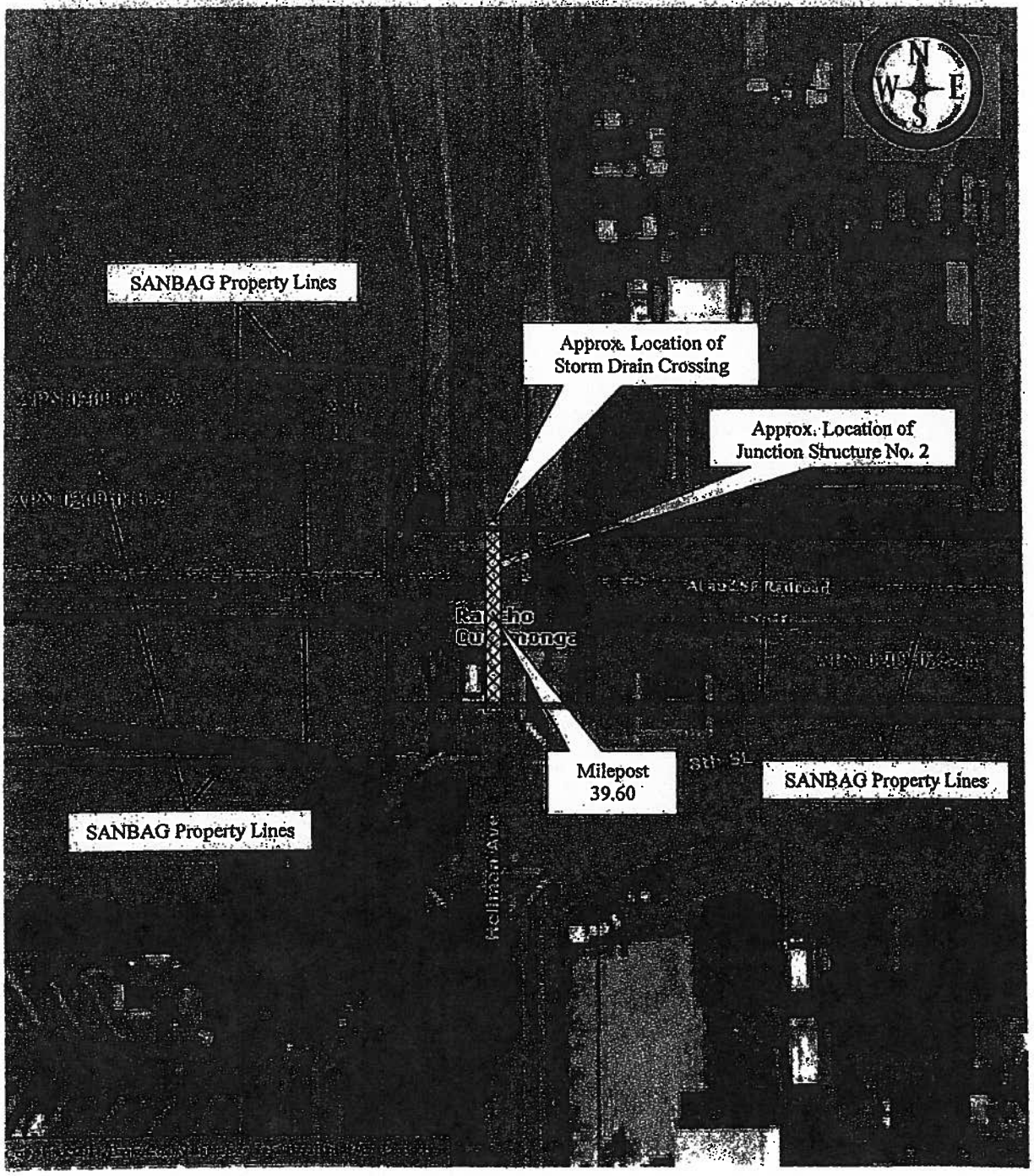
24.18 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located, this Agreement, any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

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"



One 12-Foot Diameter, R.C.P. (3000 D) Storm Drain
One 4-Foot Diameter Junction Structure (6 Feet in Length)

APN: 0209-013-21 & 0209-032-44

Date 3/22/2012			
Branch/Line San Gabriel Sub - SB	Thomas Guide Grid 602 H4	Lessee/Licensee City of Rancho Cucamonga	
County San Bernardino	Scale NTS	SANBAG File Number RSSB003745	
Area 2,740 Sq. Ft.	City Rancho Cucamonga	Nearest Cross Street Hellman Ave & 8th St.	
Map Reference SSB-5B	Use Storm Drain	SCRRA MP 39.6	SANBAG MP 98.2

Governments SANBAG Working Together

SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Exhibit "B"

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: *$1,000,000* per occurrence for bodily injury, personal injury and property damage.
- ☒ If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☐ 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"

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 insureds 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 insureds under its policies or require certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by SANBAG.

Exhibit "C"

Permitted Hazardous Materials

No hazardous materials are permitted to be used or stored on License Property.

Exhibit "D-1"

ADDITIONAL REQUIREMENTS
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA)

1. Licensee agrees to execute and deliver to SCRRA, prior to commencing any work within the rail right-of-way, SCRRA Right of Entry Agreement (Form Number 6) and deliver and secure approval of the insurance required by the two exhibits attached to Form Number 6. If the Licensee retains a contractor to perform any work within the rail right-of-way, the Licensee shall incorporate in its contract documents SCRRA Form Number 6 and SCRRA Rules and Requirements for Construction on Railway Property (Form Number 37). SCRRA's Right of Way Engineers Office can be reached at 1-213-452-0353.

2. Licensee's contractor, at its sole cost and expense, shall obtain and maintain, in full force and effect, insurance as required by SCRRA during the entire construction period. The Contractor shall furnish copies of the insurance certificates to all affected operating railroads.

3. Third Party Safety Training is required for all work near or within the railroad right-of-way. Licensee's contractor shall schedule safety training by calling 1-877-452-0205. No work may commence on the railroad right-of-way until this training has been completed.

4. Licensee's contractor will call 1-877-452-0205 to arrange for flagging services a minimum of fifteen (15) working days prior to beginning work. Although every effort is made to accommodate your schedule, prior notification does not guarantee the availability of protective services for the proposed date of work.

5. Licensee or Licensee's contractor shall be responsible for the location and protection of any and all surface, sub-surface, and overhead lines and structures.

6. The contractor shall call SCRRA's signal department at 1-909-859-4100 to mark signal and communication cables and conduits. In case of signal emergencies or grade crossing problems, the contractor shall call SCRRA's 24-hour signal emergency number 1-888-446-9721.

7. The Licensee shall obtain permission from the owners of any fiber optic, gas, or oil lines that may located along or across the right-of-way.

8. The face of jacking and receiving pits shall be located a minimum of 25-feet from the centerline of the nearest track measured at right angles to the track and shall not be located between the track and the automatic signal gate arms.

9. Licensee shall prepare and submit traffic control plan for SCRRA approval for projects that will affect vehicular traffic at an existing highway-rail grade crossing.

10. If SCRRA shall deem it necessary in the future, to build additional track, tracks or other facilities in connection with the operation of its railroad, at the request of SCRRA, the Licensee shall modify, at its own expense, the proposed utility and/or roadway to conform to the rail line.

Licensee	SANBAG

Initials

EXHIBIT "D-2"

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.

DISCUSSION ITEMS

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: 32

Date: September 5, 2012

Subject: Countywide Vision Water Element

Recommendation:* Receive a presentation on the work of the Countywide Vision Water Element Group on a countywide water resource inventory.

Background: When the Countywide Vision was adopted, water infrastructure was identified as an area of importance. A Water Element Group was formed that included leaders of agencies responsible for water supply, treatment and conservation. This group realized that while each individual agency had done its own resource planning, there was not a comprehensive plan or inventory that spanned the county as a whole.

From this realization the Water Element Group set two primary goals for itself. The first was to develop a forum for collaboration among water districts across watersheds. The second was to create a water inventory and explore a plan to share water resources.

Members of the Water Element Group will present results of the water inventory that they have compiled. In addition they will identify areas that will require action going forward.

Financial Impact: This item has no impact on the adopted Fiscal Year 2012/2013 budget.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1209e-dab

Reviewed By: This item has not been reviewed by any policy committee and is scheduled for review at the September 13, 2012 City/County Manager's Technical Advisory Committee.

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

BRD1209e-dab

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: 33

Date: September 5, 2012

Subject: Hearing to Consider Resolution of Necessity for the Rodarte Parcel APN 0422-043-30 for the Lenwood Road Grade Separation Project

Recommendations:*** Acting as the San Bernardino County Transportation Commission:

1. Conduct a public hearing to consider condemnation of the Rodarte Parcel APN 0422-043-30 required for the Lenwood Road Grade Separation project (project) in the County of San Bernardino and the City of Barstow, and

2. Adopt the attached Resolution of Necessity No. 13-010 authorizing condemnation of the Rodarte Parcel APN 0422-043-30 declaring the following (2/3rd majority vote required):

   a. The public interest and necessity require the project.

   b. The project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

   c. The property sought to be acquired is necessary for the project.

   d. An offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1209f-bmf
Attachment: RES 13-010

e. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties' have been complied with.

Background:

SANBAG has made steady progress towards the start of construction on the Lenwood Road Grade Separation. 100% Plans, Specifications, and Estimates will be submitted for final review and approval in September 2012. One of the remaining critical path items is right-of-way acquisition. The SANBAG Board has approved appraisals and authorized offers for properties required for the grade separation project. SANBAG's right-of-way agent, Epic Land Solutions, Inc. sent offers to each property owner and a number of parcels are being acquired through negotiated sale. While Epic continues to negotiate with property owners of the subject parcels, not all parcels will be acquired through a negotiated sale. Negotiations with the subject property owner have not been successful and the property will need to be acquired through eminent domain which requires a prescribed process.

SANBAG, acting as the County Transportation Commission, is authorized to acquire property by eminent domain pursuant to Public Utilities Code Section 130220.5. Throughout the eminent domain process, SANBAG's right-of-way agent will continue to negotiate with the property owners in an attempt to reach a negotiated sale for the necessary parcels.

On August 1, 2012, the Board scheduled a public hearing for September 5, 2012, to consider a Resolution of Necessity regarding six parcels, including the subject parcel.

The adoption of the attached Resolution of Necessity by the Board of Directors allows for the eminent domain process to proceed which results in obtaining legal rights to the property needed for the project. Since the process takes several months, it is necessary to start this process now to ensure that the property is obtained in time for construction to start in 2013 as scheduled.

There are five components to the resolution which need to be confirmed for the project. The issue of compensation value for these projects is not addressed by this resolution. The five components are listed below:

1. The public interest and necessity require the project.

This project will increase safety and reduce traffic delay with grade separating Lenwood Road and the BNSF tracks.

2. The project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

The project is being constructed on the existing alignment to minimize impacts on adjacent properties.

3. The property sought to be acquired is necessary for the project.

While most of the project is being constructed within existing right-of-way, a full take of the subject property is needed to allow the construction of the proposed improvements.

4. An offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

The subject property was appraised and an offer for the full amount of the appraisal was made to the owner or owners of record in accordance with Section 7267.2 of the Government Code. The first offer for the Rodarte parcel was made on June 8, 2012.

5. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties' have been complied with.

SANBAG has complied with all conditions and requirements to exercise the power of eminent domain.

Financial Impact: This item has no impact on the adopted SANBAG Fiscal Year 2012/2013 budget. Task No. 0881.

Reviewed By: This item was reviewed and recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

BRD1209f-bmf
Attachment: RES 13-010

RESOLUTION NO. 13-010

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF APN NO. 0422-043-30

WHEREAS, the San Bernardino County Transportation Commission (the "Commission"), is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain the property located at 24955 West Main Street, Lenwood (unincorporated), California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, on September 5, 2012, the Commission's members authorized the Commission to acquire property interests for the Project; and

WHEREAS, the real property required for the Project is a fee interest as legally described in Exhibit "A" and depicted in Exhibit "B" and is located at 24955 West Main Street, Lenwood (unincorporated), California (the "Property"); and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on August 7, 2012 there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of the Property. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the County of San Bernardino as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for September 5, 2012 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of a fee interest as legally described in Exhibit "A" and depicted in Exhibit "B" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interest to be acquired is more particularly described and depicted in Exhibits "A" and "B" attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interest, as described and depicted in Exhibits "A" and "B", is necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire a fee interest as legally described in Exhibit "A" and depicted in Exhibit "B", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit the Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in

the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on September ____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____
Janice Rutherford,
President, SANBAG Board of Directors

ATTEST:

_____
Vicki Watson,
Clerk of the Board

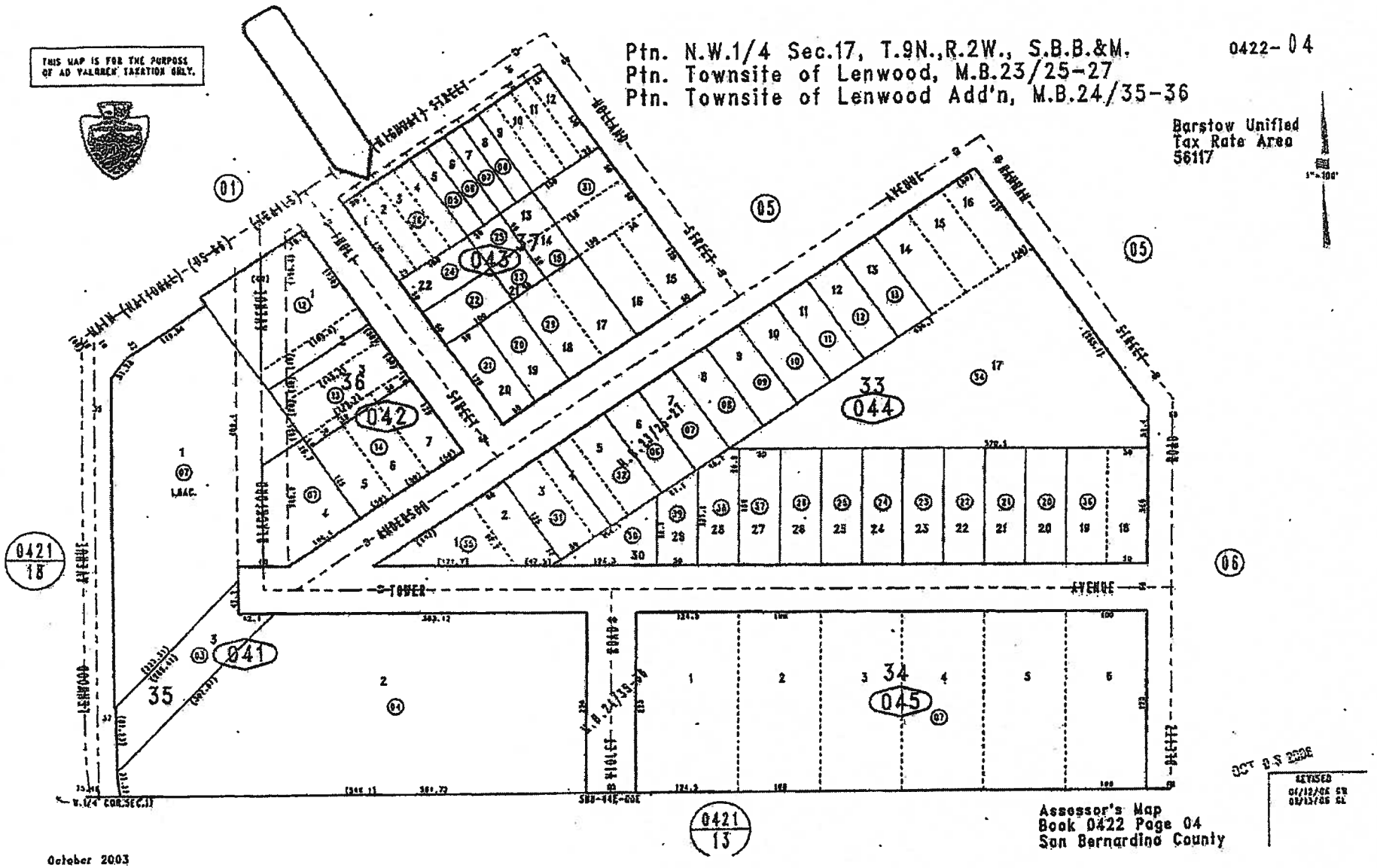
EXHIBIT "A"

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

Lots 1, 2, 3, and 4 in Block 37 of Townsite of Lenwood, in the County of San Bernardino, State of California, as shown by Map on file in Book 23, Page(s) 25 through 27, inclusive, of Maps, Records of San Bernardino County, California.

Assessor's Parcel Number: **0422-043-30-0-000**

EXHIBIT "B"


THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.
Ptn. N.W.1/4 Sec.17, T.9N.,R.2W., S.B.B.&M.
Ptn. Townsite of Lenwood, M.B.23/25-27
Ptn. Townsite of Lenwood Add'n, M.B.24/35-36
0422-04
Barstow Unified
Tax Rate Area
56117
01
05
06
0421
18
0421
13
043
042
041
044
045
33
34
35
36
37
TOWER
AVENUE
LENWOOD
BLACKFORD
ANDERSON
HOLLAND
STREET
OCT 0 9 2006
REVISED
Assessor's Map
Book 0422 Page 04
San Bernardino County
October 2003

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: 34

Date: September 5, 2012

Subject: Hearing to Consider Resolution of Necessity for the Carmean and Vogler Parcel APN 0421-172-12 for the Lenwood Road Grade Separation Project

Recommendations:* Acting as the San Bernardino County Transportation Commission:

1. Conduct a public hearing to consider condemnation of the Carmean and Vogler Parcel APN 0421-172-12 required for the Lenwood Road Grade Separation project (project) in the County of San Bernardino and the City of Barstow, and

2. Adopt the attached Resolution of Necessity No. 13-009 authorizing condemnation of the Carmean and Vogler APN 0421-172-12 declaring the following (2/3rd majority vote required):

   a. The public interest and necessity require the project.

   b. The project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

   c. The property sought to be acquired is necessary for the project.

   d. An offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1209e-bmf
Attachment: RES 13-009

e. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties' have been complied with.

Background:

SANBAG has made steady progress towards the start of construction on the Lenwood Road Grade Separation. 100% Plans, Specifications, and Estimates will be submitted for final review and approval in September 2012. One of the remaining critical path items is right-of-way acquisition. The SANBAG Board has approved appraisals and authorized offers for properties required for the grade separation project. SANBAG's right-of-way agent, Epic Land Solutions, Inc. sent offers to each property owner and a number of parcels are being acquired through negotiated sale. While Epic continues to negotiate with property owners of the subject parcels, not all parcels will be acquired through a negotiated sale. Negotiations with the subject property owner have not been successful and the property will need to be acquired through eminent domain which requires a prescribed process.

SANBAG, acting as the County Transportation Commission, is authorized to acquire property by eminent domain pursuant to Public Utilities Code Section 130220.5. Throughout the eminent domain process, SANBAG's right-of-way agent will continue to negotiate with the property owners in an attempt to reach a negotiated sale for the necessary parcels.

On August 1, 2012, the Board scheduled a public hearing for September 5, 2012, to consider a Resolution of Necessity regarding the six parcels, including subject parcel.

The adoption of the attached Resolution of Necessity by the Board of Directors allows for the eminent domain process to proceed which results in obtaining legal rights to the property needed for the project. Since the process takes several months, it is necessary to start this process now to ensure that the property is obtained in time for construction to start in 2013 as scheduled.

There are five components to the resolution which need to be confirmed for the project. The issue of compensation value for these projects is not addressed by this resolution. The five components are listed below:

1. The public interest and necessity require the project.

This project will increase safety and reduce traffic delay with grade separating Lenwood Road and the BNSF tracks.

2. The project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

The project is being constructed on the existing alignment to minimize impacts on adjacent properties.

3. The property sought to be acquired is necessary for the project.

While most of the project is being constructed within existing right-of-way, a temporary construction easement on subject property is needed to allow the construction of proposed improvements.

4. An offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

The subject property was appraised and an offer for the full amount of the appraisal was made to the owner or owners of record in accordance with Section 7267.2 of the Government Code. The first offer for the Carmean and Vogler parcel was made on December 22, 2011.

5. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties' have been complied with.

SANBAG has complied with all conditions and requirements to exercise the power of eminent domain.

Financial Impact: This item has no impact on the adopted SANBAG Fiscal Year 2012/2013 budget. Task No. 0881.

Reviewed By: This item was reviewed and recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

BRD1209e-bmf
Attachment: RES 13-009

RESOLUTION NO. 13-009

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION, FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF AN INTEREST IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF A PORTION OF APN NO. 0421-172-12

WHEREAS, the San Bernardino County Transportation Commission (the "Commission"), is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain an interest in a portion of the property located on the South Side of Main Street, West of Lenwood Road, Lenwood (unincorporated), California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, on September 5, 2012, the Commission members authorized the Commission to acquire property interests for the Project; and

WHEREAS, the real property required for the Project includes a temporary construction easement as legally described in Exhibit "A" and depicted in Exhibit "B" and located on the South Side of Main Street, West of Lenwood Road, Lenwood (unincorporated), California ("Property"); and

WHEREAS, reasonable pedestrian and vehicular access to the subject property will be maintained during construction; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on August 7, 2012, there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of an interest in the Property. The Notice of Hearing was mailed to the listed address of all persons whose

names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the City of Barstow and County of San Bernardino as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for September 5, 2012, at 10:00 a.m. at Santa Fe Depot--SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the interest in the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of a temporary construction easement as legally described in Exhibit "A" and depicted in Exhibit "B" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interest to be acquired is more particularly described and depicted in Exhibits "A" and "B" attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interest, as described and depicted in Exhibits "A" and "B", is necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire a temporary construction easement as legally described in Exhibit "A" and depicted in Exhibit "B", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property

in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on September ____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____
Janice Rutherford,
President, SANBAG Board of Directors

ATTEST:

_____
Vicki Watson,
Clerk of the Board

EXHIBIT "A"

T9N, R2W, Section 18, S.B.M.

A.P.N. 421-172-12

Owner: Clayton A. Carmean, Janice J. Carmean, Albert H. Vogler

Rita K. Vogler; as tenants in common

To: City of Barstow

EXHIBIT "TCE"

Legal Description

A portion of the Northeast Quarter of the Southeast Quarter of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the Tax Deed Document #2010-0253045 Recorded in Official Records County of San Bernardino, described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence N 0°33 '24" W, along the East line of said Section 18, a distance of 2300.61 feet to the POINT of BEGINNING;

Thence along a curve to the left that has a radius of 275.00 feet, a central angle of 31°56 '33", a 151.34 feet chord which bears N 74°32 '45" W, a distance of 153.31 feet;

Thence S 89°28 '58" W, a distance of 168.91 feet to a point of curvature;

Thence along said curve to the right that has a radius of 325.00 feet, a central angle of 47°20 '57", a 261.00 feet chord which bears N 66°50 '33" W, a distance of 268.58 feet;

Thence N 43°10 '05" W, a distance of 113.07 feet;

Thence N 88°08 '37" W, a distance of 53.83 feet to a point on the Southerly right of way line of Main Street;

Thence N 46°54 '16" E, along said Southerly right of way line, a distance of 126.07 feet;

Thence S 1°50 '57" W, a distance of 53.76 feet;

Thence S 43°10 '05" E, a distance of 112.99 feet to a point of curvature;

Thence along said curve to the left that has a radius of 275.00 feet, a central angle of 47°20 '57", a 220.85 feet chord which bears S 66°50 '33" E, a distance of 227.26 feet;

Thence N 89°28 '58" E, a distance of 168.91 feet to a point of curvature;

Thence along said curve to the right that has a radius of 325.00 feet, a central angle of 24°19 '07", a 136.91 feet chord which bears S 78°21 '28" E, a distance of 137.94 feet;

Thence N 44°16 '14" E, a distance of 16.47 feet to a point on the Easterly line of said Section 18;

Thence S 0°33 '24" E, a distance of 74.49 feet to the POINT of BEGINNING.

Tract contains 37,539 square feet, 0.86 acres, more or less.

(End Exhibit "TCE")

This legal description was prepared by me or under my direction.

By: _____

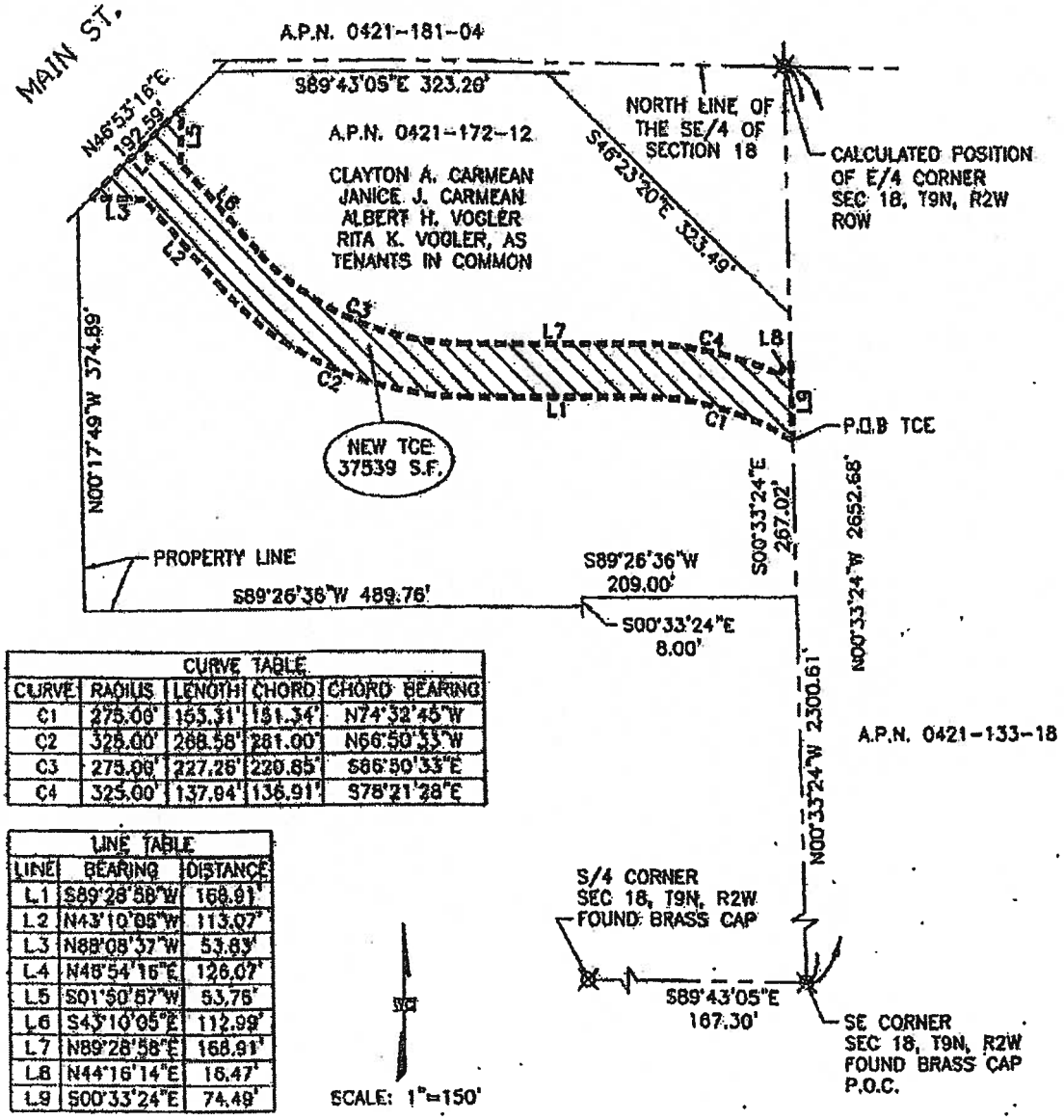
Benjamin M. Aragon, Professional Land Surveyor

Date: 10 / 14 / 11 PLS 8016

LICENSED LAND SURVEYOR
BENJAMIN M. ARAGON
EXP. 12-31-12
L.S. 8016
STATE OF CALIFORNIA

EXHIBIT "B"

PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTERS SECTION 18, T. 9N., R. 2W., S. B. M.



CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	275.00'	155.31'	151.34'	N74°32'45"W
C2	325.00'	288.58'	281.00'	N66°50'33"W
C3	275.00'	227.26'	220.85'	S86°50'33"E
C4	325.00'	137.94'	136.91'	S78°21'28"E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°26'58"W	168.91'
L2	N43°10'05"W	113.07'
L3	N88°08'37"W	53.83'
L4	N46°54'16"E	126.07'
L5	S01°50'57"W	53.76'
L6	S43°10'05"E	112.99'
L7	N89°28'58"E	168.91'
L8	N44°16'14"E	16.47'
L9	S00°33'24"E	74.49'

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "B"

PARCEL NO.	0421-133-12	W.O. NO.	
ROAD NO.		SCALE	1" = 150'

PLAT SHOWING LOCATION OF TCE

WITHIN THE LANDS OF
CLAYTON A. CARMEAN, JANICE J. CARMEAN, ALBERT H. VOGLER, RITA K. VOGLER, AS TENANTS IN COMMON

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: 35

Date: September 5, 2012

Subject: Hearing to Consider Resolution of Necessity for the Fulmer Parcel APN 0497-131-59 for the Lenwood Road Grade Separation Project

Recommendations:* Acting as the San Bernardino County Transportation Commission:

1. Conduct a public hearing to consider condemnation of the Fulmer Parcel APN 0497-131-59 required for the Lenwood Road Grade Separation project (project) in the County of San Bernardino and the City of Barstow, and

2. Adopt the attached Resolution of Necessity No. 13-008 authorizing condemnation of the Fulmer Parcel APN 0497-131-59 declaring the following (2/3rd majority vote required):

   a. The public interest and necessity require the project.

   b. The project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

   c. The property sought to be acquired is necessary for the project.

   d. An offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

*

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1209d-bmf
Attachment: RES 13-008

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

e. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties' have been complied with.

Background:

SANBAG has made steady progress towards the start of construction on the Lenwood Road Grade Separation. 100% Plans, Specifications, and Estimates will be submitted for final review and approval in September 2012. One of the remaining critical path items is right-of-way acquisition. The SANBAG Board has approved appraisals and authorized offers for properties required for the grade separation project. SANBAG's right-of-way agent, Epic Land Solutions, Inc. sent offers to each property owner and a number of parcels are being acquired through negotiated sale. While Epic continues to negotiate with property owners of the subject parcels, not all parcels will be acquired through a negotiated sale. Negotiations with the subject property owner have not been successful and the property will need to be acquired through eminent domain which requires a prescribed process.

SANBAG, acting as the County Transportation Commission, is authorized to acquire property by eminent domain pursuant to Public Utilities Code Section 130220.5. Throughout the eminent domain process, SANBAG's right-of-way agent will continue to negotiate with the property owners in an attempt to reach a negotiated sale for the necessary parcels.

On August 1, 2012, the Board scheduled a public hearing for September 5, 2012, to consider a Resolution of Necessity regarding six parcels, including the subject parcel.

The adoption of the attached Resolution of Necessity by the Board of Directors allows for the eminent domain process to proceed which results in obtaining legal rights to the property needed for the project. Since the process takes several months, it is necessary to start this process now to ensure that the property is obtained in time for construction to start in 2013.

There are five components to the resolution which need to be confirmed for the project. The issue of compensation value for these projects is not addressed by this resolution. The five components are listed below:

1. The public interest and necessity require the project.

This project will increase safety and reduce traffic delay with grade separating Lenwood Road and the BNSF tracks.

2. The project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

The project is being constructed on the existing alignment to minimize impacts on adjacent properties.

3. The property sought to be acquired is necessary for the project.

While most of the project is being constructed within existing right-of-way, a temporary easement, a permanent easement, and partial take of the subject property is needed to allow the construction of the proposed improvements.

4. An offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

The subject property was appraised and an offer for the full amount of the appraisal was made to the owner or owners of record in accordance with Section 7267.2 of the Government Code. The first offer for the Fulmer parcel was submitted December 13, 2011.

5. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties' have been complied with.

SANBAG has complied with all conditions and requirements to exercise the power of eminent domain.

Financial Impact: This item has no impact on the adopted SANBAG Fiscal Year 2012/2013 budget. Task No. 0881.

Reviewed By: This item was reviewed and recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

BRD1209d-bmf
Attachment: RES 13-008

RESOLUTION NO. 13-008

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF APN NO. 0497-131-59

WHEREAS, the San Bernardino County Transportation Commission (the "Commission") is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain portions of the property located at 3870 Lenwood Road in the City of Barstow, California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, on September 5, 2012, the Commission members authorized the Commission to acquire property interests for the Project; and

WHEREAS, the real property required for the Project includes a roadway easement as legally described in Exhibit "A" and depicted in Exhibit "B" and located at 3870 Lenwood Road in the City of Barstow, California; and

WHEREAS, the real property required for the Project includes a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D" and located at 3870 Lenwood Road in the City of Barstow, California; and

WHEREAS, reasonable pedestrian and vehicular access to the subject property will be maintained during construction; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on August 7, 2012 there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of the

interests in real property described and depicted in Exhibits "A" through "D" herein. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the property described and depicted in Exhibits "A" through "D"; and

WHEREAS, the Commission provided written notice to the City of Barstow as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for September 5, 2012 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the interests in the property are to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of a roadway easement as legally described in Exhibit "A" and depicted in Exhibit "B" and a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interests to be acquired are more particularly described and depicted in Exhibits "A" through "D" attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interests, as described and depicted in Exhibits "A" through "D", are necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the property described herein have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire a roadway easement as legally described in Exhibit "A" and depicted in Exhibit "B" and a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit the Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on September ____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____

Janice Rutherford, President
SANBAG Board of Directors

ATTEST:

_____

Vicki Watson,
Clerk of the Board

T9N, R2W, Section 18, S.B.M.

A.P.N. 497-131-59

Owner: Carroll Fulmor Management Co., Inc.

To: City of Barstow

EXHIBIT "A"

Legal Description

A portion of Parcel 2 of Parcel Map No. 6622, in the City of Barstow, County of San Bernardino, State of California, as per Plat recorded in book 63, page 85 of Parcel Maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northeast corner of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 00°26 '30" E, along the East line of said Section 18, a distance of 689.75 feet;

Thence S 89°24 '09" W, a distance of 52.00 feet to a point on the existing Westerly right of way line of Lenwood Road, said point being the POINT of BEGINNING,

Thence S 00°26 '30" E, along said right of way line, a distance of 300.26 feet;

Thence S 89°24 '09" W, a distance of 50.50 feet, to a point of non tangent curvature;

Thence along said non tangent curve that has a radius of 47.00 feet, a central angle of 145°46 '06", and a 89.84 feet chord which bears N 17°49 '26" W, a distance of 119.57 feet to a point of reverse curve;

Thence along said curve that has a radius of 53.00 feet, a central angle of 55°44 '39", and a 49.56 feet chord which bears N 27°11 '16" E, a distance of 51.57 feet;

Thence N 00°53 '03" W, a distance of 170.61 feet, to a point on the Southerly right of way line of Coyote Road;

Thence N 89°24 '09" E, along said Southerly line, a distance of 55.67 feet to the POINT of BEGINNING.

Tract contains 19,741 square feet, 0.45 acres, more or less.

(End Exhibit "A")

This legal description was prepared by me or under my direction.

By: _____

Benjamin M. Aragon, Professional Land Surveyor

Date: 10/7/11 PLS 8016

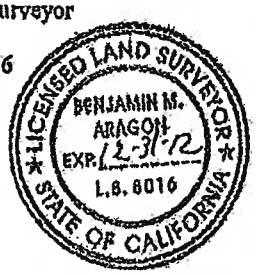
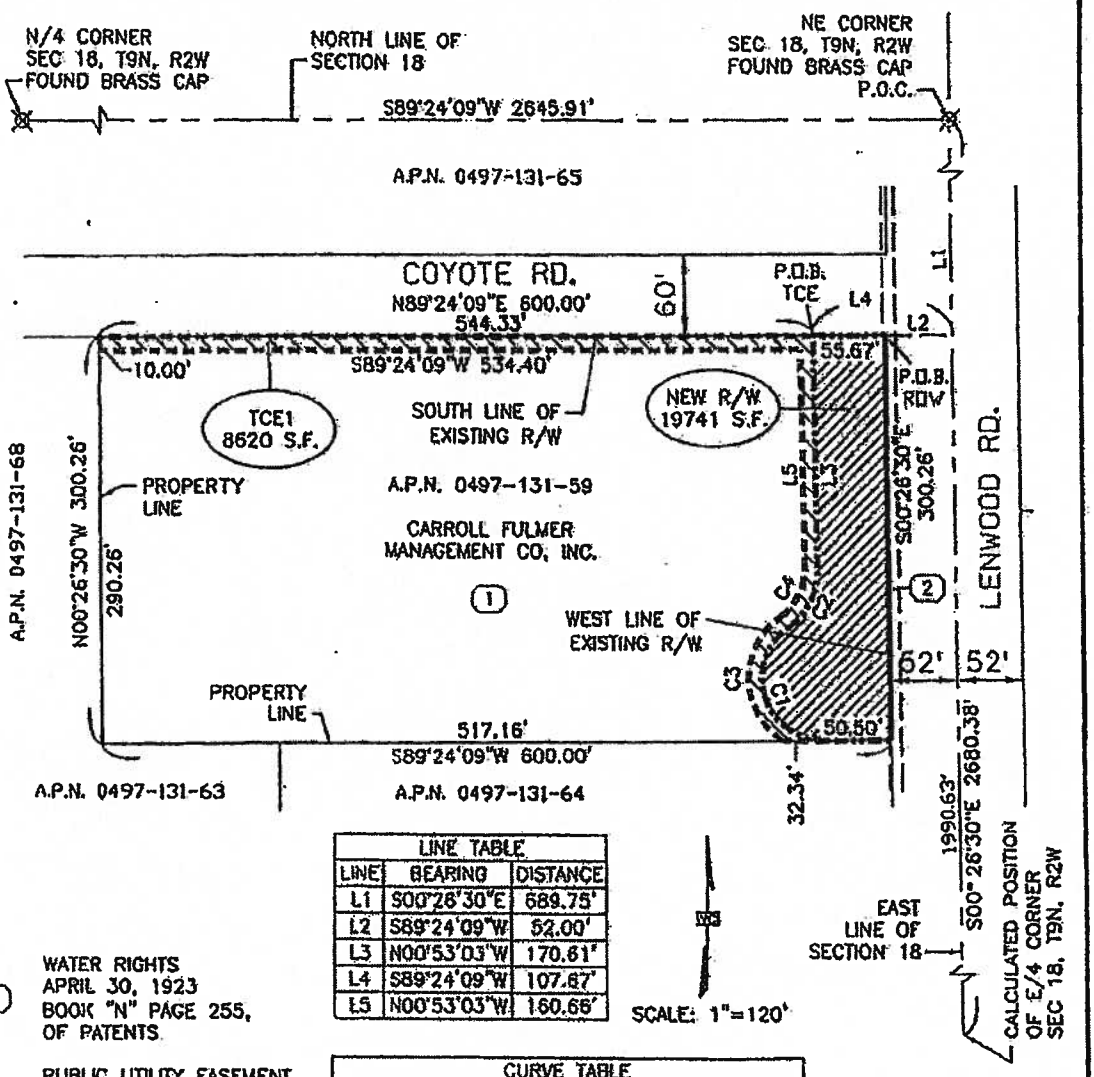


EXHIBIT "B"

PORTION PARCEL 2, P.M. 6622 M.B. 63/85
SECTION 18, T.9N., R.2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°26'30"E	689.75'
L2	S89°24'09"W	52.00'
L3	N00°53'03"W	170.61'
L4	S89°24'09"W	107.67'
L5	N00°53'03"W	160.66'

SCALE: 1"=120'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	47.00'	119.57'	89.64'	N17°49'26"W
C2	53.00'	51.57'	49.58'	N27°11'16"E
C3	57.00'	110.63'	94.06'	N00°32'26"W
C4	43.00'	41.80'	40.17'	N27°12'40"E

(1) WATER RIGHTS
APRIL 30, 1923
BOOK "N" PAGE 255,
OF PATENTS.

(2) PUBLIC UTILITY EASEMENT
JUNE 5, 1968
BOOK 7037 PAGE 770,
OFFICIAL RECORDS

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

EXHIBIT "B1"

PLAT SHOWING LOCATION OF PUBLIC ROADWAY AND UTILITY EASEMENT WITHIN THE LANDS OF CARROLL FULMER MANAGEMENT CO, INC.

PARCEL NO.	0497-131-59	W.O. NO.	
ROAD NO.		SCALE	1" = 120'

EXHIBIT "C"

T9N, R2W, Section 18, S.B.M.

A.P.N. 497-131-59

Owner: Carroll Fulmer Management Co., Inc.

To: City of Barstow

EXHIBIT "TCE1"

Legal Description

A portion of Parcel 2 of Parcel Map No. 6622, in the City of Barstow, County of San Bernardino, State of California, as per Plat recorded in book 63, page 85 of Parcel Maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northeast corner of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 00°26 '30" E, along the East line of said Section 18, a distance of 689.75 feet;

Thence S 89°24 '09" W, along the Southerly right of way line of Coyote Road, a distance of 107.67 feet to the POINT of BEGINNING;

Thence S 00°53 '03" E, a distance of 170.61 feet, to a point of curvature;

Thence along said curve to the right that has a radius of 53.00 feet, a central angle of 55°44 '39", a 49.56 feet chord which bears S 27°11 '16" W, a distance of 51.57 feet, to a point of reverse curve;

Thence along said curve to the left that has a radius of 47.00 feet, a central angle of 145°46 '06", a 89.84 feet chord which bears S 17°49 '26" E, a distance of 119.57 feet, to a point the Southerly property line of Parcel 2;

Thence S 89°24 '09" W, along said Southerly line, a distance of 32.34 feet to a point of curvature;

Thence along said curve to the right that has a radius of 57.00 feet, a central angle of 111°12 '05", and a 94.06 feet chord which bears N 00°32 '26" W, a distance of 110.63 feet to a point of reverse curve;

Thence along said curve to the left that has a radius of 43.00 feet, a central angle of 55°41 '51", and a 40.17 feet chord which bears N 27°12 '40" E, a distance of 41.80;

Thence N 00°53 '03" W, a distance of 160.66 feet;

Thence S 89°24 '09" W, a distance of 534.40 feet, to a point the Westerly property line of Parcel 2;

Thence N 00°26 '30" W, along said Westerly line, a distance of 10.00 feet, to a point on the Southerly right of way line of Coyote Road;

Thence N 89°24 '09" E, along said Southerly line, a distance of 544.33 feet to the POINT of BEGINNING.

Tract contains 8,620 square feet, 0.20 acres, more or less.

(End Exhibit "TCE1")

This legal description was prepared by me or under my direction.

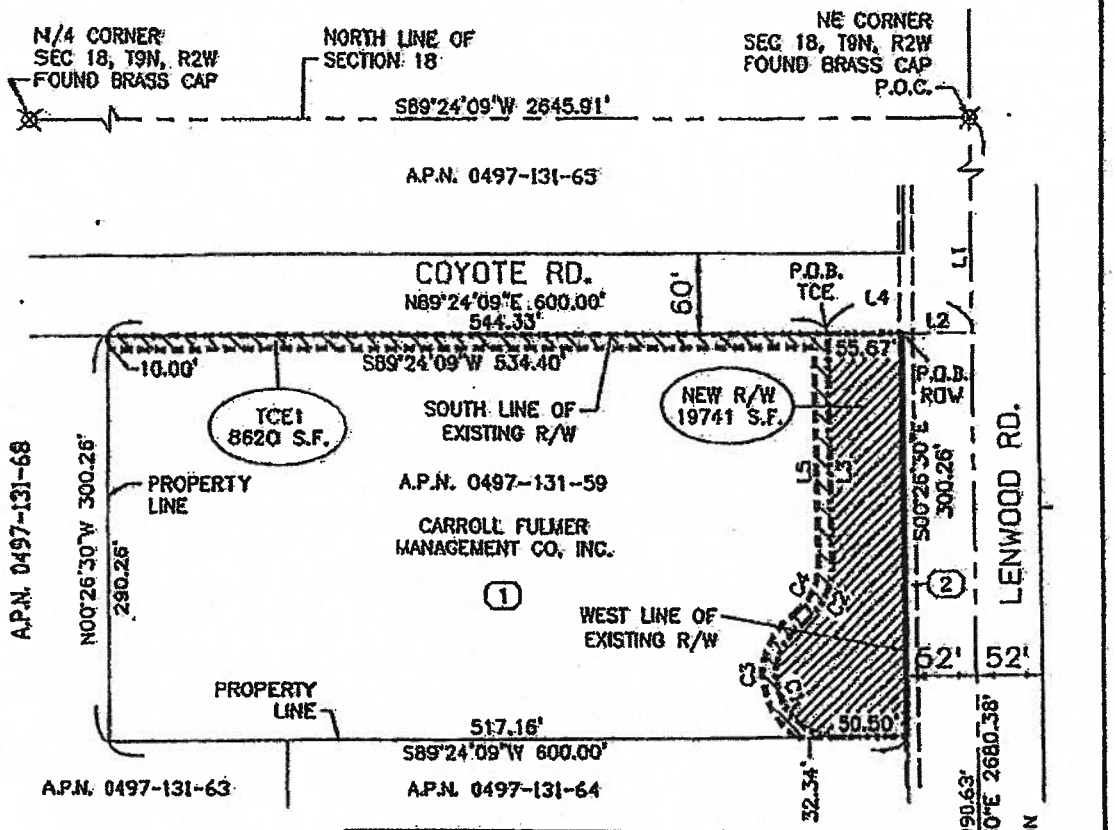
By: _____

Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

EXHIBIT "D"

PORTION PARCEL 2, P.M. 6622 M.B. 63/85
SECTION 18, T.9N., R.2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°26'30"E	689.75'
L2	S89°24'09"W	52.00'
L3	N00°53'03"W	170.61'
L4	S89°24'09"W	107.67'
L5	N00°53'03"W	160.66'

SCALE: 1"=120'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	47.00'	119.57'	89.84'	N17°49'26"W
C2	53.00'	51.57'	49.56'	N27°11'16"E
C3	57.00'	110.63'	94.06'	N00°32'26"W
C4	43.00'	41.80'	40.17'	N27°12'40"E

(1) WATER RIGHTS
APRIL 30, 1923
BOOK "N" PAGE 255,
OF PATENTS

(2) PUBLIC UTILITY EASEMENT
JUNE 5, 1968
BOOK 7037 PAGE 770,
OFFICIAL RECORDS

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

PARCEL NO.	0497-131-59	W.O. NO.	
ROAD NO.		SCALE	1" = 120'

Governments SANBAG Working Together

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: 36

Date: September 5, 2012

Subject: Hearing to Consider Resolution of Necessity for the Gassaway Parcel APN 0497-142-26 for the Lenwood Road Grade Separation Project

Recommendations:* Acting as the San Bernardino County Transportation Commission:

1. Conduct a public hearing to consider condemnation of the Gassaway Parcel APN 0497-142-26 required for the Lenwood Road Grade Separation project (project) in the County of San Bernardino and the City of Barstow, and

2. Adopt the attached Resolution of Necessity No. 13-007 authorizing condemnation of the Gassaway Parcel APN 0497-142-26 declaring the following (2/3rd majority vote required):

   a. The public interest and necessity require the project.

   b. The project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

   c. The property sought to be acquired is necessary for the project.

   d. An offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1209c-bmf
Attachment: RES 13-007

e. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties' have been complied with.

Background:

SANBAG has made steady progress towards the start of construction on the Lenwood Road Grade Separation. 100% Plans, Specifications, and Estimates will be submitted for final review and approval in September 2012. One of the remaining critical path items is right-of-way acquisition. The SANBAG Board has approved appraisals and authorized offers for properties required for the grade separation project. SANBAG's right-of-way agent, Epic Land Solutions, Inc. sent offers to each property owner and a number of parcels are being acquired through negotiated sale. While Epic continues to negotiate with property owners of the subject parcels, not all parcels will be acquired through a negotiated sale. Negotiations with the subject property owner have not been successful and the property will need to be acquired through eminent domain which requires a prescribed process.

SANBAG, acting as the County Transportation Commission, is authorized to acquire property by eminent domain pursuant to Public Utilities Code Section 130220.5. Throughout the eminent domain process, SANBAG's right-of-way agent will continue to negotiate with the property owners in an attempt to reach a negotiated sale for the necessary parcels.

On August 1, 2012, the Board scheduled a public hearing for September 5, 2012, to consider a Resolution of Necessity regarding the six parcels, including the subject parcel.

The adoption of the attached Resolution of Necessity by the Board of Directors allows for the eminent domain process to proceed which results in obtaining legal rights to the property needed for the project. Since the process takes several months, it is necessary to start this process now to ensure that the property is obtained in time for construction to start in 2013 as scheduled.

There are five components to the resolution which need to be confirmed for the project. The issue of compensation value for these projects is not addressed by this resolution. The five components are listed below:

1. The public interest and necessity require the project.

This project will increase safety and reduce traffic delay with grade separating Lenwood Road and the BNSF tracks.

2. The project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

The project is being constructed on the existing alignment to minimize impacts on adjacent properties.

3. The property sought to be acquired is necessary for the project.

While most of the project is being constructed within existing right-of-way, a temporary easement, a permanent easement, and partial take of the subject property is needed to allow the construction of the proposed improvements.

4. An offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

The subject property was appraised and an offer for the full amount of the appraisal was made to the owner or owners of record in accordance with Section 7267.2 of the Government Code. The first offer for the Gassaway parcel was made on December 14, 2011.

5. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties' have been complied with.

SANBAG has complied with all conditions and requirements to exercise the power of eminent domain.

Financial Impact: This item has no impact on the adopted SANBAG Fiscal Year 2012/2013 budget. Task No. 0881.

Reviewed By: This item was reviewed and recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

BRD1209c-bmf
Attachment: RES 13-007

RESOLUTION NO. 13-007

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF APN NO. 0497-142-26

WHEREAS, the San Bernardino County Transportation Commission (the "Commission") is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain portions of the property located on the East Side of Lenwood Road, South of Jasper Road in the City of Barstow, California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, on September 5, 2012, the Commission members authorized the Commission to acquire property interests for the Project; and

WHEREAS, the real property required for the Project includes two roadway easements as legally described in Exhibit "A" and depicted in Exhibit "B" and located on the East Side of Lenwood Road, South of Jasper Road in the City of Barstow, California; and

WHEREAS, the hereinafter described real property required for the Project includes a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D" and located on the East Side of Lenwood Road, South of Jasper Road in the City of Barstow, California; and

WHEREAS, reasonable pedestrian and vehicular access to the subject property will be maintained during construction; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on August 7, 2012 there was mailed a Notice of Hearing on the Intent of the

Commission to adopt a Resolution of Necessity for acquisition by eminent domain of the interests in real property described and depicted in Exhibits "A" through "D" herein. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the property described and depicted in Exhibits "A" through "D"; and

WHEREAS, the Commission provided written notice to the City of Barstow as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for September 5, 2012 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the interests in the Property are to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of two roadway easements as legally described in Exhibit "A" and depicted in Exhibit "B" and a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interests to be acquired are more particularly described and depicted in Exhibits "A" through "D" attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interests, as described and depicted in Exhibits "A" through "D", are necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire two roadway easements as legally described in Exhibit "A" and depicted in Exhibit "B" and a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit the Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on September ____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____

Janice Rutherford,
President, SANBAG Board of Directors

ATTEST:

_____

Vicki Watson,
Clerk of the Board

EXHIBIT "A"

T9N, R2W, Section 17, S.B.M.

A.P.N. 497-142-26

Owner: Wilber Walter Gassaway and

Elaine Frances Gassaway, Trustee(s) of

The Wilber Walter and Elaine Frances Gassaway Trust

dated 9-30-98

To: City of Barstow

EXHIBIT "A1"

Legal Description

A portion of Parcel 1 of Parcel Map No. 4889, in the City of Barstow, County of San Bernardino, State of California, as per Plat recorded in book 47, page 26 of Parcel Maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 443.14 feet;

Thence N 89°33 '30" E, a distance of 52.00 feet to a point on the existing Easterly right of way line of Lenwood Road, said point being the POINT of BEGINNING;

Thence continuing N 89°33 '30" E, a distance of 26.42 feet;

Thence S 0°53 '03" E, a distance of 376.01 feet;

Thence S 89°33 '30" W, a distance of 29.33 feet, to a point on the Easterly right of way line of Lenwood Road;

Thence N 0°26 '30" W, along said Easterly right of way line, a distance of 376.00 to the POINT of BEGINNING.

Tract contains 10,481 square feet, 0.24 acres, more or less.

(End Exhibit "A1")

This legal description was prepared by me or under my direction.

By: _____

Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

LICENSED LAND SURVEYOR
BENJAMIN M. ARAGON
EXP. 12-31-12
L.S. 8016
STATE OF CALIFORNIA

T9N, R2W, Section 17, S.B.M.

A.P.N. 497-142-26

Owner: Wilber Walter Gassaway and

Elaine Frances Gassaway, Trustee(s) of

The Wilber Walter and Elaine Frances Gassaway Trust

dated 9-30-98

To: City of Barstow

EXHIBIT "A2"

Legal Description

A portion of Parcel 1 of Parcel Map No. 4889, in the City of Barstow, County of San Bernardino, State of California, as per Plat recorded in book 47, page 26 of Parcel Maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 443.14 feet;

Thence N 89°33 '30" E, a distance of 300.00 feet to the POINT of BEGINNING;

Thence continuing N 89°33 '30" E, a distance of 50.00 feet;

Thence S 0°26 '30" E, a distance of 376.00 feet;

Thence S 89°33 '30" W, a distance of 47.00 feet to a point of curvature;

Thence along said curve that has a radius of 47.00 feet, a central angle of 145°56 '39", a 89.88 feet chord which bears N 17°28 '10" W, a distance of 119.72 feet, to a point of reverse curve;

Thence along said curve that has a radius of 53.00 feet, a central angle of 55°56 '40", a 49.72 feet chord which bears N 27°31 '47" E, a distance of 51.75 feet,

Thence N 00°26 '30" W, a distance of 246.15 feet to the POINT of BEGINNING.

Tract contains 22,172 square feet, 0.51 acres, more or less.

(End Exhibit "A2")

This legal description was prepared by me or under my direction.

By: _____

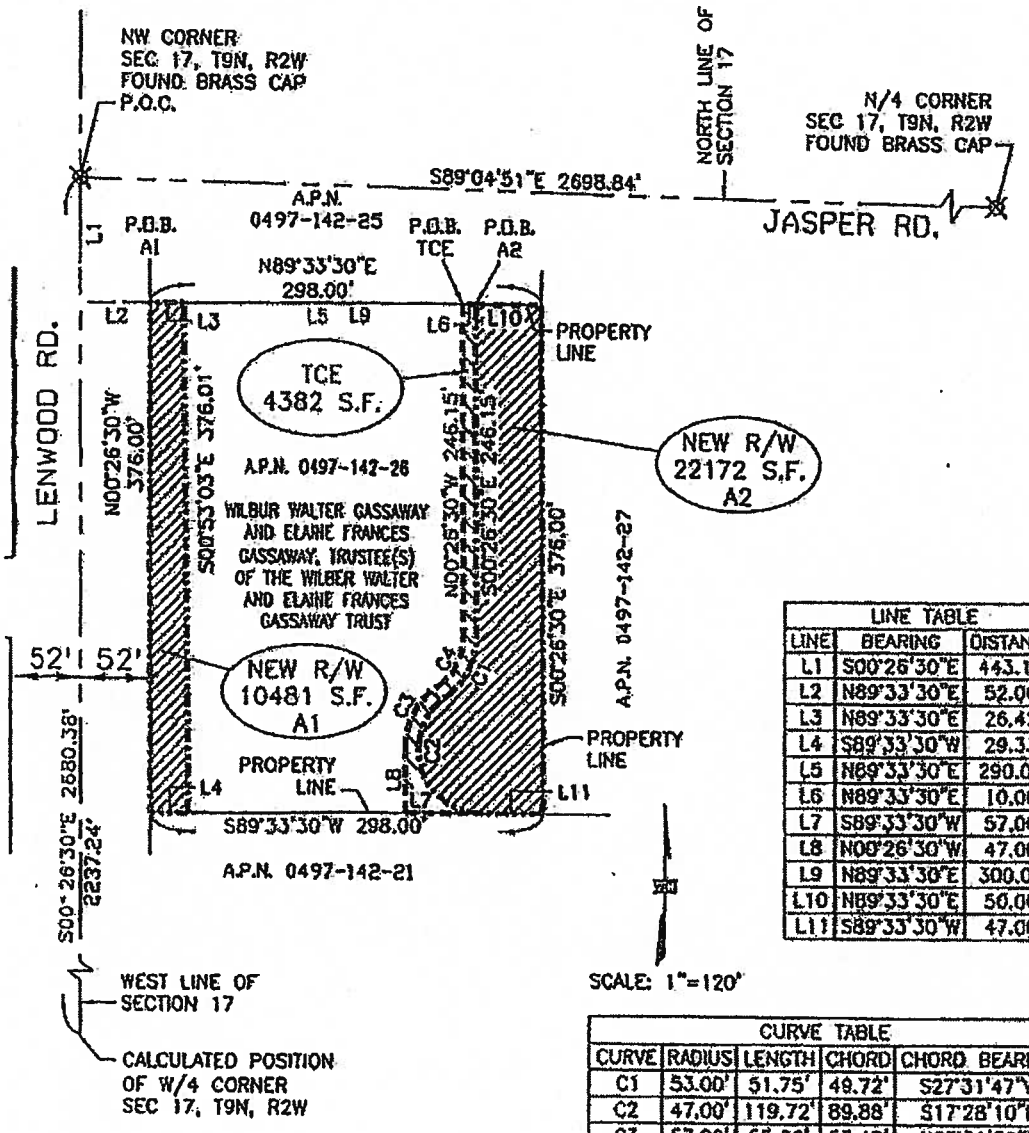
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

LICENSED LAND SURVEYOR
BENJAMIN M. ARAGON
EXP. 12-31-12
L.S. 8016
STATE OF CALIFORNIA

EXHIBIT "B"

PORTION PARCEL 1, P.M. 4889 M.B. 47/26
SECTION 17, T.9N., R.2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°26'30"E	443.14'
L2	N89°33'30"E	52.00'
L3	N89°33'30"E	26.42'
L4	S89°33'30"W	29.33'
L5	N89°33'30"E	290.00'
L6	N89°33'30"E	10.00'
L7	S89°33'30"W	57.00'
L8	N00°26'30"W	47.00'
L9	N89°33'30"E	300.00'
L10	N89°33'30"E	50.00'
L11	S89°33'30"W	47.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	53.00'	51.75'	49.72'	S27°31'47"W
C2	47.00'	119.72'	89.88'	S17°28'10"E
C3	57.00'	55.66'	53.47'	N27°31'50"E
C4	43.00'	41.99'	40.34'	N27°31'47"E

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

EXHIBIT "B"

PARCEL NO.	0497-142-26	W.O. NO.	
ROAD NO.		SCALE	1" = 150'

PLAT SHOWING LOCATION OF PUBLIC ROADWAY AND UTILITY EASEMENT WITHIN THE LANDS OF WILBUR WALTER GASSAWAY AND ELAINE FRANCES GASSAWAY, TRUSTEE(S) OF THE WILBER WALTER AND ELAINE FRANCES GASSAWAY TRUST

EXHIBIT "C"

T9N, R2W, Section 17, S.B.M.

A.P.N. 497-142-26

Owner: Wilber Walter Gassaway and

Elaine Frances Gassaway, Trustee(s) of

The Wilber Walter and Elaine Frances Gassaway Trust

dated 9-30-98

To: City of Barstow

EXHIBIT "TCE"

Legal Description

A portion of Parcel 1 of Parcel Map No. 4889, in the City of Barstow, County of San Bernardino, State of California, as per Plat recorded in book 47, page 26 of Parcel Maps, in the office of the county recorder of said county, described as follows:

Commencing at the Northwest corner of Section 17, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the West line of said Section 17, a distance of 443.14 feet;

Thence N 89°33 '30" E, a distance of 290.00 feet to the POINT of BEGINNING,

Thence continuing N 89°33 '30" E, a distance of 10.00 feet;

Thence S 00°26 '30" E, a distance of 246.15 feet to a point of curvature;

Thence along said curve that has a radius of 53.00 feet, a central angle of 55°56 '40", a 49.72 feet chord which bears S 27°31 '47" W, a distance of 51.75 feet to a point of reverse curve;

Thence along said curve that has a radius of 47.00 feet, a central angle of 145°56 '39", and a 89.88 feet chord which bears S 17°28 '10" E, a distance of 119.72 feet;

Thence S 89°33 '30" W, a distance of 57.00 feet;

Thence N 0°26 '30" W, a distance of 47.00 feet, to a point of non tangent curve;

Thence along said curve that has a radius of 57.00 feet, a central angle of 55°56 '40", a 53.47 feet chord which bears N 27°31 '50" E, a distance of 55.66 feet to a point of reverse curve;

Thence along said curve that has a radius of 43.00 feet, a central angle of 55°56 '40", and a 40.34 feet chord which bears N 27°31 '47" E, a distance of 41.99 feet;

Thence N 00°26 '30" W, a distance of 246.15 to the POINT of BEGINNING.

Tract contains 4,382 square feet, 0.10 acres, more or less.

(End Exhibit "TCE")

This legal description was prepared by me or under my direction.

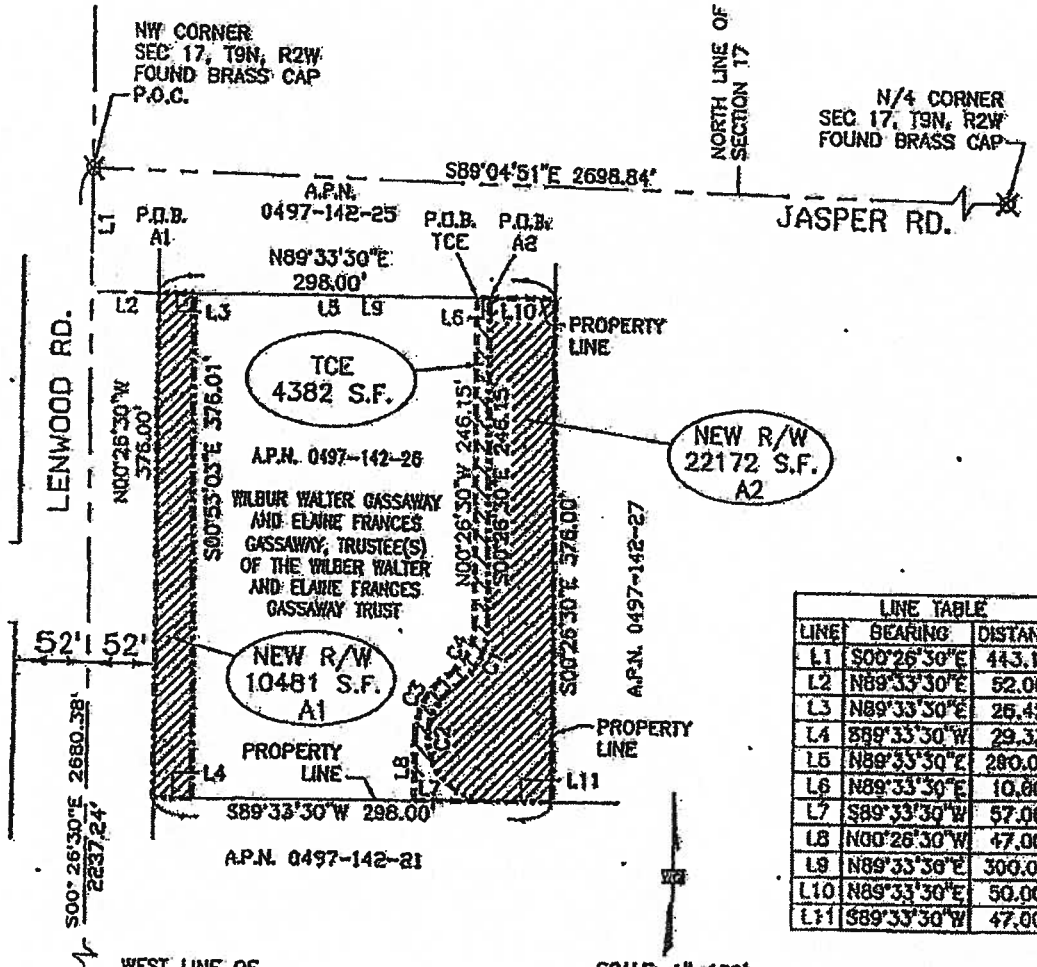
By: _____

Benjamin M. Aragon, Professional Land Surveyor

Date: 10/4/11 PLS 8016

EXHIBIT "D"

PORTION PARCEL 1, P.M. 4889 M.B. 47/26
SECTION 17, T.9N., R.2W., S.B.M.



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L3	N89°33'30"E	26.42'
L4	S89°33'30"W	29.33'
L5	N89°33'30"E	280.00'
L6	N89°33'30"E	10.00'
L7	S89°33'30"W	57.00'
L8	N00°26'30"W	47.00'
L9	N89°33'30"E	300.00'
L10	N89°33'30"E	50.00'
L11	S89°33'30"W	47.00'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING
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C3	57.00'	55.66'	53.47'	N27°31'50"E
C4	43.00'	41.99'	40.34'	N27°31'47"E

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PERMIT TO ENTER AND CONSRUCT

PARCEL NO.	0497-142-26	W.O. NO.	
ROAD NO.		SCALE	1" = 150'

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: 37

Date: September 5, 2012

Subject: Hearing to Consider Resolution of Necessity for the Gilson Parcel APN 0421-181-10 for the Lenwood Road Grade Separation Project

Recommendations:* Acting as the San Bernardino County Transportation Commission:

1. Conduct a public hearing to consider condemnation of the Gilson Parcel APN 0421-181-10 required for the Lenwood Road Grade Separation project (project) in the County of San Bernardino and the City of Barstow, and

2. Adopt the attached Resolution of Necessity No. 13-006 authorizing condemnation of the Gilson Parcel APN 0421-181-10 declaring the following (2/3rd majority vote required):

a. The public interest and necessity require the project.

b. The project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

c. The property sought to be acquired is necessary for the project.

d. An offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1209b-bmf
Attachment: RES 13-006

e. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties' have been complied with.

Background:

SANBAG has made steady progress towards the start of construction on the Lenwood Road Grade Separation. 100% Plans, Specifications, and Estimates will be submitted for final review and approval in September 2012. One of the remaining critical path items is right-of-way acquisition. The SANBAG Board has approved appraisals and authorized offers for properties required for the grade separation project. SANBAG's right-of-way agent, Epic Land Solutions, Inc. sent offers to each property owner and a number of parcels are being acquired through negotiated sale. While Epic continues to negotiate with property owners of the subject parcels, not all parcels will be acquired through a negotiated sale. Negotiations with the subject property owner have not been successful and the property will need to be acquired through eminent domain which requires a prescribed process.

SANBAG, acting as the County Transportation Commission, is authorized to acquire property by eminent domain pursuant to Public Utilities Code Section 130220.5. Throughout the eminent domain process, SANBAG's right-of-way agent will continue to negotiate with the property owners in an attempt to reach a negotiated sale for the necessary parcels.

On August 1, 2012, the Board scheduled a public hearing for September 5, 2012, to consider a Resolution of Necessity regarding the six parcels, including the subject parcel.

The adoption of the attached Resolution of Necessity by the Board of Directors allows for the eminent domain process to proceed which results in obtaining legal rights to the property needed for the project. Since the process takes several months, it is necessary to start this process now to ensure that the property is obtained in time for construction to start in 2013 as scheduled.

There are five components to the resolution which need to be confirmed for the project. The issue of compensation value for these projects is not addressed by this resolution. The five components are listed below:

1. The public interest and necessity require the project.

This project will increase safety and reduce traffic delay with grade separating Lenwood Road and the BNSF tracks.

2. The project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

The project is being constructed on the existing alignment to minimize impacts on adjacent properties.

3. The property sought to be acquired is necessary for the project.

While most of the project is being constructed within existing right-of-way, an easement on the subject property is needed to allow the construction of the proposed improvements.

4. An offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

The subject property was appraised and an offer for the full amount of the appraisal was made to the owner or owners of record in accordance with Section 7267.2 of the Government Code. The first offer for the Gilson parcel was made on December 14, 2011.

5. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties' have been complied with.

SANBAG has complied with all conditions and requirements to exercise the power of eminent domain.

Financial Impact: This item has no impact on the adopted SANBAG Fiscal Year 2012/2013 budget. Task No. 0881.

Reviewed By: This item was reviewed and recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

BRD120b-bmf
Attachment: RES 13-006

RESOLUTION NO. 13-006

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF AN INTEREST IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF A PORTION OF APN NO. 0421-181-10

WHEREAS, the San Bernardino County Transportation Commission (the "Commission"), is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain a portion of the property located on the North Side of Main Street, West of Lenwood Road, Lenwood (unincorporated), California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, on September 5, 2012, the Commission members authorized the Commission to acquire property interests for the Project; and

WHEREAS, the real property required for the Project is a roadway easement as legally described in Exhibit "A" and depicted in Exhibit "B" and located on the North Side of Main Street, West of Lenwood Road, Lenwood (unincorporated), California (the "Property"); and

WHEREAS, reasonable pedestrian and vehicular access to the subject property will be maintained during construction; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on August 7, 2012 there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of an interest in the Property. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the City of Barstow and County of San Bernardino as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for September 5, 2012 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. There has been compliance by the Commission with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the interest in the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of a roadway easement as legally described in Exhibit "A" and depicted in Exhibit "B" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interest to be acquired is more particularly described and depicted in Exhibits "A" and "B" attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interest, as described and depicted in Exhibits "A" and "B", is necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire a roadway easement as legally described in Exhibit "A" and depicted in Exhibit "B", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interest in real property

in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit the Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interest in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on September ____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____

Janice Rutherford,
President, SANBAG Board of Directors

ATTEST:

_____

Vicki Watson,
Clerk of the Board

T9N, R2W, Section 18, S.B.M.

A.P.N. 421-181-10

Owner: Louis Press and Thelma Press, et al.

To: City of Barstow

EXHIBIT "A"

Legal Description

A portion of the East Half of the Northeast Quarter of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the Official Plat thereof, described as follows:

Commencing at the Northeast corner of Section 18, Township 9 North, Range 2 West, San Bernardino Meridian;

Thence S 0°26 '30" E, along the East line of said Section 18, a distance of 2063.10 feet;

Thence S 46°54 '16" W, a distance of 350.72 feet to a point on existing Northerly right of way line of Main Street, said point being the POINT of BEGINNING,

Thence continuing S 46°54 '16" W, a distance of 347.69 feet;

Thence N 21°00 '48" W, a distance of 12.95 feet;

Thence N 46°54 '16" E, a distance of 64.06 feet;

Thence N 36°47 '42" E, a distance of 194.57 feet, to a point of curvature;

Thence along said curve to the right that has a radius of 5000.00 feet, a central angle of 1°36 '51", a 140.87 feet chord which bears N 41°56 '42" E, a distance of 140.87 feet,

Thence S 0°46 '21" E, a distance of 78.89 feet, to the POINT of BEGINNING.

Tract contains 12,196 square feet, 0.28 acres, more or less.

(End Exhibit "A")

This legal description was prepared by me or under my direction.

By: _____

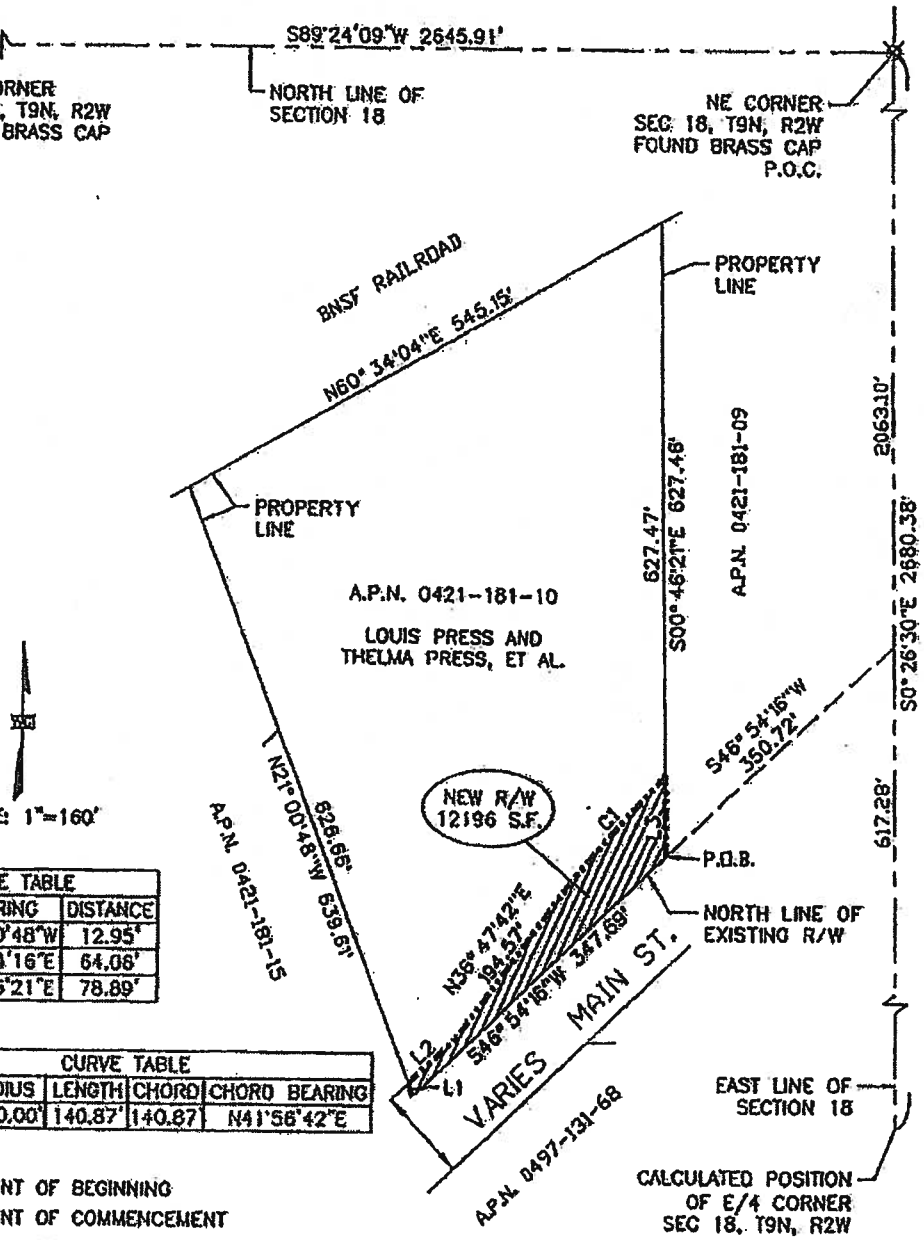
Benjamin M. Aragon, Professional Land Surveyor

Date: 10/7/11 PLS 8016

LICENSED LAND SURVEYOR * BENJAMIN M. ARAGON EXP. 12-31-12 L.S. 8016 * STATE OF CALIFORNIA

EXHIBIT "B"

PORTION OF EAST HALF OF THE NORTHEAST QUARTER OF SECTION 18, T.9N., R.2W., S.B.M.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21°00'48"W	12.95'
L2	N46°54'16"E	64.06'
L3	S00°46'21"E	78.89'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	5000.00'	140.87'	140.87	N41°56'42"E

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

INDICATES AREA OF PUBLIC ROADWAY AND UTILITY EASEMENT

EXHIBIT "B"

PARCEL NO.	0421-181-10	W.O. NO.	
ROAD NO.		SCALE	1" = 160'

PLAT SHOWING LOCATION OF PUBLIC ROADWAY AND UTILITY EASEMENT WITHIN THE LANDS OF LOUIS PRESS AND THELMA PRESS, ET AL.

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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: 38

Date: September 5, 2012

Subject: Hearing to Consider Resolution of Necessity for the Divine Parcels APN 0422-011-05, -06 and -12 for the Lenwood Road Grade Separation Project

Recommendations:* Acting as the San Bernardino County Transportation Commission:

1. Conduct a public hearing to consider condemnation of the Divine Parcels APN 0422-011-05, -06 and -12 required for the Lenwood Road Grade Separation project (project) in the County of San Bernardino and the City of Barstow, and

2. Adopt the attached Resolution of Necessity No. 13-005 authorizing condemnation of the Divine Parcels' APN 0422-011-05, -06 and -12 declaring the following (2/3rd majority vote required):

   a. The public interest and necessity require the project.

   b. The project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

   c. The property sought to be acquired is necessary for the project.

   d. An offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1209a-bmf
Attachment: RES 13-005

e. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties' have been complied with.

Background:

SANBAG has made steady progress towards the start of construction on the Lenwood Road Grade Separation. 100% Plans, Specifications, and Estimates will be submitted for final review and approval in September 2012. One of the remaining critical path items is right-of-way acquisition. The SANBAG Board has approved appraisals and authorized offers for properties required for the grade separation project. SANBAG's right-of-way agent, Epic Land Solutions, Inc. sent offers to each property owner and a number of parcels are being acquired through negotiated sale. While Epic continues to negotiate with property owners of the subject parcels, not all parcels will be acquired through a negotiated sale. Negotiations with the subject property owner have not been successful and the property will need to be acquired through eminent domain which requires a prescribed process.

SANBAG, acting as the County Transportation Commission, is authorized to acquire property by eminent domain pursuant to Public Utilities Code Section 130220.5. Throughout the eminent domain process, SANBAG's right-of-way agent will continue to negotiate with the property owners in an attempt to reach a negotiated sale for the necessary parcels.

On August 1, 2012, the Board scheduled a public hearing for September 5, 2012, to consider a Resolution of Necessity regarding six parcels, including the subject parcel.

The adoption of the attached Resolution of Necessity by the Board of Directors allows for the eminent domain process to proceed which results in obtaining legal rights to the property needed for the project. Since the process takes several months, it is necessary to start this process now to ensure that the property is obtained in time for construction to start in 2013 as scheduled.

There are five components to the resolution which need to be confirmed for the project. The issue of compensation value for these projects is not addressed by this resolution. The five components are listed below:

1. The public interest and necessity require the project.

This project will increase safety and reduce traffic delay with grade separating Lenwood Road and the BNSF tracks.

2. The project is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

The project is being constructed on the existing alignment to minimize impacts on adjacent properties.

3. The property sought to be acquired is necessary for the project.

While most of the project is being constructed within existing right-of-way, a full take of the subject property is needed to allow the construction of the proposed improvements.

4. An offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

The subject property was appraised and an offer for the full amount of the appraisal was made to the owner or owners of record in accordance with Section 7267.2 of the Government Code. The first offer for the Divine parcels was made on December 14, 2011.

5. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the properties' have been complied with.

SANBAG has complied with all conditions and requirements to exercise the power of eminent domain.

Financial Impact: This item has no impact on the adopted SANBAG Fiscal Year 2012/2013 budget. Task No. 0881.

Reviewed By: This item was reviewed and recommended for approval by the Mountain Desert Committee on August 17, 2012. SANBAG General Counsel has approved this item as to form.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

RESOLUTION NO. 13-005

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF APN NOS. 0422-011-05, 0422-011-06 AND 0422-011-12

WHEREAS, the San Bernardino County Transportation Commission (the "Commission"), is undertaking the Lenwood Road Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain the property located on the Northeast Corner of Main Street and Lenwood Road, Lenwood (unincorporated), California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, on September 5, 2012, the Commission's members authorized the Commission to acquire property interests for the Project; and

WHEREAS, the real property required for the Project is a fee interest as legally described in Exhibit "A" and depicted in Exhibit "B" and is located on the Northeast Corner of Main Street and Lenwood Road, Lenwood (unincorporated), California (the "Property"); and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on August 7, 2012 there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of the Property. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the Property; and

WHEREAS, the Commission provided written notice to the County of San Bernardino as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for September 5, 2012 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission, does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of a fee interest as legally described in Exhibit "A" and depicted in Exhibit "B" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interest to be acquired is more particularly described and depicted in Exhibits "A" and "B" attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interest, as described and depicted in Exhibits "A" and "B", is necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire a fee interest as legally described in Exhibit "A" and depicted in Exhibit "B", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit the Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in

the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on September ____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

_____
Janice Rutherford,
President, SANBAG Board of Directors

ATTEST:

_____
Vicki Watson,
Clerk of the Board

EXHIBIT "A"

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

Lots 6, 7, 8, 9, and 10, Block 38, Townsite of Lenwood, County of San Bernardino, State of California, as per map recorded in Book 23, Page(s) 25 to 27, inclusive, of Maps, in the Office of the County Recorder of said County.

Excepting therefrom that portion conveyed to the County of San Bernardino by Deed recorded March 15, 1947 in Book 1981, Page 480 and by Deed recorded April 28, 1964 in Book 6137, Page 333, and by Deed recorded January 7, 1993 as Instrument No. 93-004172, all of Official Records.

Assessor's Parcel Number: **0422-011-05-0-000; 0422-011-06-0-000 & 0422-011-12-0-000**

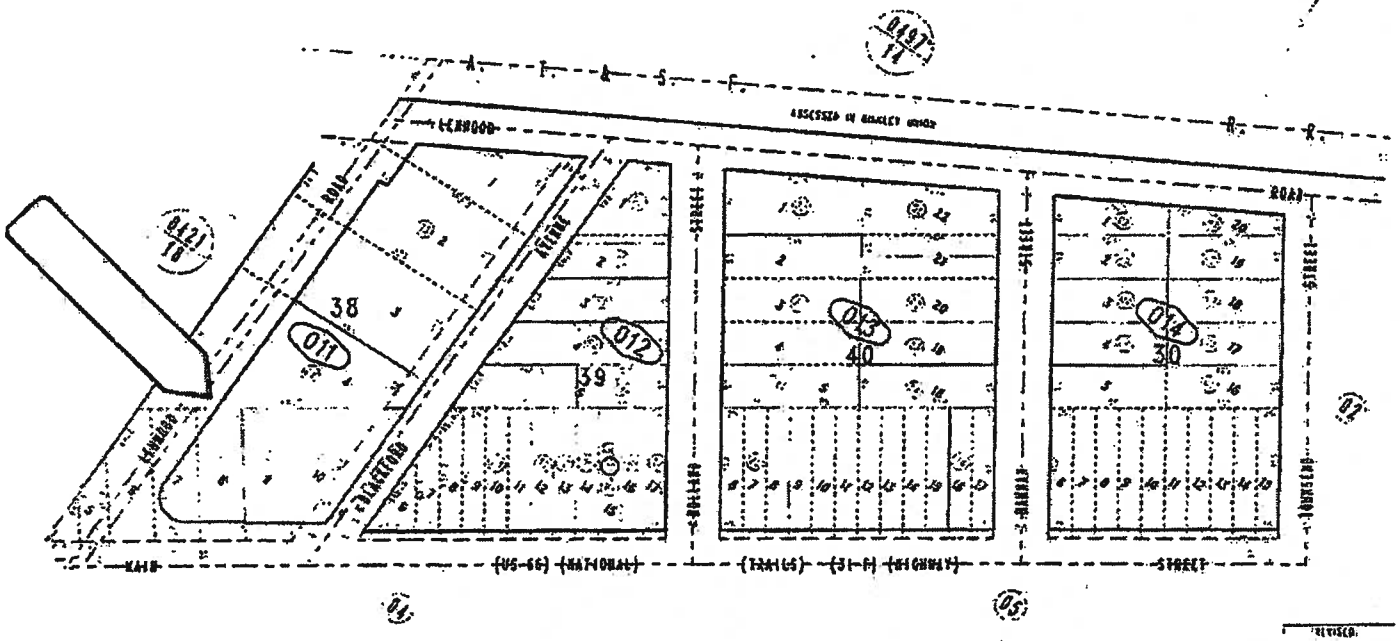
EXHIBIT "B"

THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Ptn. N.W.1/4 Sec.17, T.9N.,R.2W., S.B.B.&M.
Ptn. Townsite of Lenwood, M.B.23/25-27

Barstow Unified
Tax Rate Area
56117

0422-01



Assessor's Map
Book 0422 Page 01
San Bernardino County

October 2003

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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: **39**

Date: September 5, 2012

Subject: Devore Interchange Design-Build Cooperative Agreement Amendment

Recommendation:* 1. Approve Amendment No. 1 to Cooperative Agreement No. C12216 with California Department of Transportation for the Interstate 15/Interstate 215 Devore Junction Goods Movement Project for execution of the design-build phase of the project which now will include a funding commitment by San Bernardino Associated Governments for $114,471,000, a reduction of $8,000 overall from the original agreement, utilizing a variety of Federal, State, and local funds including $4,662,000 in Measure I 2010-2040 Cajon Pass Bond funds, a reduction of $3,341,000 from the original agreement.

2. Waive review of this item by the Major Projects Committee due to time constraints for submittal of funding requests.

Background: San Bernardino Associated Governments (SANBAG) at its April 4, 2012 Board meeting approved Cooperative Agreement No. C12216 with California Department of Transportation (Caltrans). This agreement defined the roles and responsibilities between the two agencies for execution of the Design-Build Phase of the Interstate 15/Interstate 215 (I-15/I-215) Devore Junction Goods Movement Project (Devore Interchange). The agreement also defined the funding responsibilities of each agency with Caltrans and SANBAG each contributing funding towards the capital and support costs for the design-build phase.

*

Approved
Board of Directors

Date: *September 5, 2012*

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1209c-ds

Attachment: C12216-1

SANBAG received notice on July 30, 2012, that $3,341,000 in Federal Interstate Maintenance Discretionary (IMD) funding had been granted towards the Devore Interchange Project. These additional funds are specifically designated for this project. As a result, the same amount of Measure I 2010-2040 funding will be reduced from the Project funding to keep the overall funding the same.

In addition to the Federal IMD funds, the final amount of State Highway Operations and Protection Program (SHOPP) available to the project increased by $8,000 from $137,600,000 to $137,608,000. An equal amount of Measure I 2010-2040 funding will be reduced from the Project to keep the overall project funding the same.

The combination of these two funding adjustments reduce the total Measure I 2010-2040 Cajon Pass Bond funding by $3,349,000. This Cooperative Agreement amendment revises the project funding schedule to reflect these two shifts in funding. In order to utilize these funds, a request for authorization package requesting obligation of federal funds needs to be submitted to Caltrans. One of their requirements for this package is a consistent Cooperative Agreement. Since we are seeking obligation of these funds in the current Federal fiscal year which ends September 30, 2012, this agreement amendment needs to be approved in early September. Since this grant information was only recently made available, there was insufficient time to prepare the agreement for committee review. As a result, this item is being taken directly to Board. Staff recommends approval of this agenda item.

Financial Impact: This item is consistent with the 2012/13 SANBAG Budget. Task No. 0880.

Reviewed By: This item has not had prior committee review. SANBAG General Counsel and Contract Administrator have reviewed this item and the Amendment.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

BRD1209c-ds
Attachment: C12216-1

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12216 Amendment No. 1

By and Between

California Department of Transportation and San Bernardino County Transportation Authority

Contract Description Cooperative Agreement for I-15/I-215 Devore Interchange Design-Build

Board of Director's Meeting Date: 9/5/12

Overview of BOD Action: Approve cooperative agreement amendment to reduce Measure I contribution since new Federal IMD funding is now being used on the project and additional SHOPP funding. Only Measure I dollars are going through SANBAG's books.

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

CONTRACT OVERVIEW

Original Contract Amount	$	8,011,000	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	(3,349,000)	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	4,662,000	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	4,662,000

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
4/4/12	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. 0880.

☐ 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: Agreement is being funded from Measure I 2010-2040 Cajon Pass Bond funds and a mixture of State and Federal Funds.*

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

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

Gary Cohoe	Gary Cohoe	8/23/12
Task Manager (Print Name)	Signature	Date
KENNIS SAYLOR	Dennis Saylor	8/22/12
Project Manager (Print Name)	Signature	Date
Jeffery Hill		8/22/12
Contracts Administrator (Print Name)	Signature	Date
Chief Financial Officer Signature (Print Name)	Signature	Date

08-SBD-15- 14.0/R16.4
08-SBD-215- 16.0/17.8
EA: 0K710
Federal Funds
District Agreement 08-1513 A/1
Project Number 0800000366

AMENDMENT NO. 1 TO AGREEMENT 1513

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 County Transportation Authority, a political subdivision of the State of California, referred to as AUTHORITY.

RECITALS

1. CALTRANS and AUTHORITY, collectively referred to as PARTNERS, entered into Agreement No. 1513, (AGREEMENT) on April 27, 2012, defining the terms and conditions to complete the DESIGN-BUILD phase for improvements on Interstate 15 (I-15) from south of Glen Helen Parkway Interchange (IC) to north of Kenwood IC and on Interstate 215 (I-215) from south of Devore IC through the I-15 IC, referred to as PROJECT.

2. AGREEMENT established that the Design-Build Capital funds to be used were SHOPP $118,000,000; SHOPP Rehab $19,600,000; STIP/RIP $18,594,000; Earmarks $2,000,000; STP $59,323,000; Measure $8,011,000, and for Design-Build Support funds to be used were STIP/RIP $26,551,000.

3. PARTNERS now seek to increase the Design-Build Capital funds SHOPP to $118,008,000; add IMD funds to $3,341,000; decrease Measure to $4,662,000.

4. A revised FUNDING SUMMARY A/1 is attached and made part of this AMENDMENT.

IT IS THEREFORE MUTUALLY AGREED:

1. 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.

2. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

3. 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: _____
Basem E. Muallem, P.E.
District Director

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
Lisa Pacheco
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

By: _____
Accounting Administrator

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

By: _____
Janice Rutherford
Board President

ATTEST:

By: _____
Vicki Watson
Board Clerk

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

FUNDING SUMMARY A/1

Funding Source	Funding Partner	Funding Type	DB Support	DB Capital	Subtotal Funds Type
STATE	CALTRANS	SHOPP	$0	$118,008,000	$118,008,000
STATE	CALTRANS	SHOPP Rehab	$0	$19,600,000	$19,600,000
STATE	AUTHORITY	STIP/RIP	$26,551,000	$18,594,000	$45,145,000
FEDERAL	AUTHORITY	Earmarks	$0	$2,000,000	$2,000,000
FEDERAL	AUTHORITY	STP	$0	$59,323,000	$59,323,000
FEDERAL	AUTHORITY	IMD		$3,341,000	$3,341,000
LOCAL	AUTHORITY	Measure		$4,662,000	$4,662,000
		Subtotals by Component	$26,551,000	$225,528,000	$252,079,000

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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: **40**

Date: September 5, 2012

Subject: CEQA for Downtown San Bernardino Passenger Rail Project

Recommendation:* That the San Bernardino County Transportation Commission adopt Resolution No. 13-004 for the Downtown San Bernardino Passenger Rail Project:

A. Certifying the Final Environmental Impact Report (FEIR),

B. Adopting Findings of Fact and Statement of Overriding Considerations,

C. Adopting the Mitigation Monitoring and Reporting Program (MMRP,

D. Approving the Proposed Project as more fully defined in Section ES.3 Description of Proposed Action/Proposed Project of the Final EIR.

Background: **Project Overview and Alternatives.** The San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Commission (Commission), is proposing to extend Metrolink commuter passenger rail service approximately one mile east from its current terminus at the existing San Bernardino Metrolink Station/Santa Fe Depot (Depot) located at 1170 West 3rd Street, San Bernardino, to new Metrolink commuter rail platforms at the proposed San Bernardino Transit Center (SBTC) near the intersection of Rialto Avenue and E Street in the City of San Bernardino (City), California.

The project includes the following:

Railroad Track Improvements: Track improvements include realignment of the existing railroad track and construction of a second track parallel to the existing

*

Approved
San Bernardino County Transportation Commission

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
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track, extending from the Depot to the proposed rail platforms near Rialto Avenue and E Street. The Project also includes realignment and reconstruction of the two mainline tracks at the Depot and improvements to the Burlington Northern Santa Fe (BNSF) Railway Short Way.

San Bernardino Metrolink Station/Santa Fe Depot: The Project would involve track and platform, pedestrian access, and parking lot improvements at the Depot. An Americans with Disabilities Act (ADA)-compliant pedestrian overpass bridge would be constructed at the Depot, possibly in the Mission Revival architectural style. Two new platforms would be constructed north of the Depot, with new benches, canopies, platform amenities, ticket vending machines, lighting, and closed-circuit television security cameras that would serve both Metrolink and Amtrak passengers. In addition, minor interior and exterior improvements are proposed for the Depot that include the following: (1) installation of new window awnings, (2) new exterior and interior way-finding signage for bathrooms and SANBAG's/SCAG/Whistle Stop Café/Museum, (3) new clock in the lobby, (4) new sign in the lobby that details the railroad's role in creating time zones and (5) new monument sign and flagpole to be placed at the Depot entrance.

The parking lot located directly east of the Depot would be reconfigured to accommodate additional vehicles and landscaping, necessitating the realignment of 3rd Street.

E Street Rail Platforms: The Project would include the installation of three new station platforms, canopies, benches, mini-high ramps, variable message signs, lighting, closed-circuit television security cameras, drinking fountains, ticket vending machines, and trash receptacles near intersection of Rialto Avenue and E Street.

Omnitrans Bus Facility: The Omnitrans Bus Facility would include up to 22 bus bays, an up to 16,500 sq. ft. transit center building, and a bus circulation roadway with bus turnabouts, as well as frontage street access improvements, pedestrian access improvements (e.g. crosswalks), new 265-space parking lot, and associated support facilities (e.g. security and lighting).

E Street Parking Lot: The E Street parking lot would consist of up to 265 spaces located south of the E Street Rail Platforms. Access to the parking lot would occur via a new driveway entrance from E Street.

Pedestrian Connection to San Manuel Stadium: A lighted pedestrian pathway that would connect the proposed rail platforms to San Manuel Stadium may be included as part of the Project. The following amenities would be provided: park benches, trash disposals, and bicycle racks.

Street Improvements: The intersection of K Street and 3rd Street would be reconfigured as the west leg of a new T intersection. I Street at Rialto Avenue would be converted to a cul-de-sac on the south side, with the north leg of the intersection converted to a right-in/right-out configuration. Other improvements are proposed, including the closure of 3rd Street at the existing railroad grade crossing. These changes to the roadway system would require approval of a General Plan Amendment to the City of San Bernardino's Circulation Map of the 2005 General Plan Update.

Rail Alignment at I-215 Freeway: The I-215 freeway overpass was designed and constructed to accommodate the existing single track alignment within the Redlands Subdivision. The construction of new corridor pier walls on the east side of the freeway would constrict the overpass's opening width, which would necessitate the use of compound horizontal curves in order to maintain a side clearance.

Grade Crossings: Three existing at-grade crossings would be reconstructed to accommodate the second track, raised medians, and widened sidewalks (2nd Street, Rialto Avenue/I Street, and G Street).

Parcel Acquisitions and Relocations: Acquisition of additional rights-of-way along the corridor would be required. This may require approximately 69 partial and full parcel acquisitions, as well as easements (i.e. roadway, temporary construction, sidewalk, utility, and alley vacations). Some of the parcels that would be acquired support active businesses and inhabited residences, which would require relocation.

Drainage Facility Improvements: A system of perforated under-drains and ditches would be constructed adjacent to the tracks to convey storm water to the existing storm drain system. Catch basins would also need to be relocated to accommodate proposed roadway improvements. A new detention basin to the south of the San Manuel Stadium is also proposed.

Utility Replacement and Relocation: Existing subsurface water, sewer, storm drain, power, gas, fiber optic, and telephone lines that cross the tracks would be evaluated for conformance with Metrolink engineering standards. Overhead utilities, such as power and communication lines would be raised if they fail to meet Metrolink's overhead clearance requirements. Railroad signal houses and streetlights would be relocated to accommodate the second track. Billboards may be removed and relocated.

Relocation of Monitoring Wells: Fourteen wells within the Project Study Area would remain in place. Four wells may need to be closed, and four wells may need to be relocated.

Safety Controls (Traffic and Rail Signals): Safety controls, including new traffic signals, railroad signal equipment (compatible with Metrolink's and BNSF's new positive train control [PTC] systems), and railroad/pedestrian crossing equipment, would be provided at each at-grade railroad crossing.

Rail Operations: An operating plan has been developed using Rail Traffic Controller (RTC) modeling and an operational analysis based on input from SANBAG, Metrolink, Amtrak, and BNSF personnel. Metrolink operations between the Depot and the new rail platforms are projected to start in middle of 2014.

Omnitrans Bus Facility Operations: The bus facility would act as a transfer point between Metrolink regional passenger rail service, the Omnitrans E Street Corridor and fixed-route bus service that would connect the northern portion of the City of San Bernardino with the City of Loma Linda.

Maintenance: Typical railroad maintenance and inspections would be conducted throughout the operational phase of the Project in accordance with the Southern California Regional Rail Authority (SCRRA)/Metrolink, BNSF, and Amtrak standard practices.

Construction Schedule and Details: Construction of the Project could begin in early- to mid-2013 and take approximately 18 to 24 months to complete. The work would be accomplished over three phases and proceed generally from west to east.

Since the Project will make use of both state/local and federal funds, the Project environmental document was developed as a joint document in a manner that addresses the requirements of the California Environmental Quality Act (CEQA) and the federal National Environmental Protection Act (NEPA). For the CEQA portion of the document, an Environmental Impact Report (EIR) was prepared with the Commission as the lead agency responsible for its certification. For the federal portion, an Environmental Assessment (EA) was prepared with the Federal Transit Administration (FTA) as the lead agency. Following certification of the EIR by the Commission, the FTA is expected to issue a Finding of No Significant Impact (FONSI) in satisfaction of NEPA.

The joint EA/EIR was prepared to evaluate the significant or potentially significant environmental impacts associated with implementation of the Project

and address appropriate and feasible mitigation measures and alternatives that would mitigate or eliminate those impacts. In addition to the proposed Project, the EA/EIR also considered the No Build/No Project Alternative as well as three design options for the proposed Project: (1) Pedestrian Overpass Design, Options 1A and 1B; (2) Pedestrian Underpass Design, Option 2; and (3) 3rd Street Open Design, Option 3.

Project Need. The need for the Project is in response to current population and employment forecasts that suggest significant growth in San Bernardino County from now through 2035. Over the past 30 years, population growth has been robust in San Bernardino County, contributing to increased travel demand and a decline in transportation system performance. Increasing roadway congestion has led to corresponding increases in commute times for work or recreational purposes, hours of lost productivity, increased fuel use contributing to air pollution, interference with emergency response vehicles, and spillover effects to secondary and alternative routes. The Project would extend Metrolink commuter rail service into downtown San Bernardino, thereby providing an alternative mode of transportation for individuals currently reliant on passenger vehicles and long commutes to Riverside and Los Angeles Counties. Additionally, the proposed Project would incorporate a centralized transit center that will integrate existing Omnitrans bus service, the E Street sbX bus rapid transit project under construction, and potentially a future connection with the proposed Redlands Passenger Rail project, thereby providing a local linkage to three transit modal technologies. The combination of these transit options is expected to contribute to a reduction of 67,510 fewer daily vehicle miles traveled (VMT) on local roadways and highways, which would not otherwise occur under the No-Build/No-Project Alternative. This reduction in vehicle trips would also result in corresponding reductions in the generation of criteria air pollutants for which the local air basin is designated as nonattainment.

Project Objectives. The proposed Project's objectives include the following:

- Construct a second track and associated railroad improvements to extend regional Metrolink passenger rail service between the existing Depot and downtown San Bernardino.
- Encourage the integration of current and future passenger rail operations with other forms of transit in the region by providing a Metrolink passenger rail connection to downtown San Bernardino.
- Accommodate forecasted ridership between the Depot and downtown San Bernardino by providing a convenient and efficient transit alternative to automobile travel.

- Improve the mobility opportunities for transit-dependent populations in the City to employment centers in Los Angeles and Orange Counties and support local and regional planning goals of SANBAG for the development of transit corridors in the Inland Empire.
- Improve safety and accessibility at the existing Depot by constructing a pedestrian bridge that will connect the station's two reconstructed platforms, thereby eliminating existing at-grade pedestrian crossings.
- Facilitate intermodal transit opportunities by constructing the Omnitrans Bus Facility close to Metrolink passenger rail service.

Public and Agency Involvement. As part of the community outreach for the Project, a scoping meeting was conducted in San Bernardino in conjunction with the release of the Notice of Preparation (NOP) May 10, 2011, to June 8, 2011. The scoping meeting was conducted at the Depot on May 17, 2011, from 5:00 p.m.–7:00 p.m. The 2-hour meeting provided the public an opportunity to comment on the scope of the EA/EIR to be prepared for the Project. Advertisements for the meeting were placed in three newspapers serving English and Spanish audiences on May 13, 2011, including the *San Bernardino Sun*, *Inland Empire Community Newspapers*, and *La Prensa*. Fliers were sent out via certified mail to property owners near the Project to inform them of the scoping meeting. The mailing program included 5,500 fliers and 600 emails.

SANBAG provided notification of the Project to 43 state and local agencies and organizations through the State Clearinghouse. Formal comments received during the scoping process to be included in the Draft EA/EIR were submitted in writing by the County of San Bernardino Department of Public Works, the South Coast Air Quality Management District, the City of San Bernardino Community Development Department, the State of California Native American Heritage Commission, and the State of California Department of Toxic Substances Control.

The Draft EA/EIR was circulated for public review and comment for 45 days from June 5, 2012, to July 19, 2012. Five comment letters were received from the general public, organizations, and agencies regarding environmental issues addressed in the Draft EA/EIR as well as the accuracy and completeness of the analysis. Upon completion of the public review period, a Final EIR was prepared. The Revised EA and Final EIR are being circulated from August 17, 2012, through August 27, 2012, and include the comments received on the Draft EA/EIR during the formal public review period, as well as responses to those comments. Updated Project features are also reflected in the Final EA/EIR, such as the consideration of a third optional location for a supporting storm water detention facility and a shift in the track alignment of approximately ten feet to

the west in the vicinity of 3rd Street to facilitate the retention of the Inland Empire Maintenance Facility (IEMF).

Final EIR and Appendices:

The Final EIR and Appendices are contained on a Computer Disk (CD) that accompanies this staff report. Additional copies of the CD are available to the public upon request made to the Clerk of the Board. The Final EIR and Appendices may also be accessed at www.sanbag.ca.gov.

Findings of Fact and Statement of Overriding Considerations:

At this time, the Final EA/EIR is being presented to the Commission for certification of the Final EA/EIR. In order to certify the Final EA/EIR, the Commission must find that (1) the DSBPRP Final EA/EIR has been completed in compliance with the requirements of the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq. (CEQA); (2) the Final EA/EIR was presented to the Commission, which reviewed and considered the information in the Final EA/EIR; (3) that the Final EA/EIR reflects the Commission's independent judgment and analysis; and (4) with the exception of impacts to noise and cultural resources, changes or alterations have been incorporated into the DSBPRP, which avoid or substantially lessen the significant environmental effect as identified in the Final EA/EIR (Title 14 California Code of Regulations Sections 15090 and 15091). Prior to approval of the Project, the Commission will be asked to adopt a resolution adopting the CEQA findings of fact and statement of overriding considerations with respect to significant environmental effects related to noise and cultural resources as identified in the Final EA/EIR. These specific unmitigable impacts include:

- Cultural (Historic) Resources. The demolition of the following properties would result in a significant adverse change to each of the historic resources that cannot be mitigated to a less-than-significant level: the residential properties located at 203, 221-229 and 263 North K Street, and 961 West Second Street; the commercial properties located at 971 West Third Street and 123 South G Street; and the industrial properties located at 111 South I Street and 170 South E Street. Although Mitigation Measure CR-1 outlined in Section 3.5, "Cultural Resources," of the Final EA/EIR would require the documentation of these historic resources in terms of each property's contribution to the history of the City of San Bernardino, their ultimate removal from the Study Area would remain a significant and unmitigable impact of the DSBPRP.
- Operational Noise. Significant noise impacts from rail operations are predicted to occur at existing residential structures in the vicinity of the project improvements, as outlined in Section 3.10, "Noise and Vibration" of the Final EA/EIR. While sound barriers are generally the most effective

method for reducing noise impacts, this mitigation option is not proposed since sound barriers (10- to 12-foot) would result in other undesirable impacts, such as a distinct and significant aesthetic change to the community character and division of established communities. Additionally, sound barriers would create a new source of shadowing to adjacent uses by obstructing afternoon or morning sunlight to adjacent residences. Likewise, sound barriers would pose a likely target for vandalism that could further contribute to existing urban blight conditions within the Study Area. Further, residences located west of I-215 are within a General Plan land use designation of "IL," and zoning for this area is a mix of industrial and residential designations. In this context, the noise impact analysis considers the most conservative land use category (i.e., residential uses) within the Study Area even though it contains a mix of land uses. In most instances, these residential uses are considered non-conforming in relation to the City's General Plan land use designations and associated zoning. If considered in the context of existing zoning, all but one of the severely affected receptors would be considered non-sensitive uses and no severe impacts would be associated with Project implementation.

Based on these considerations, it would not be appropriate to construct sound barriers along the rail corridor as the direct and indirect effects of constructing sound barriers would outweigh benefits in terms of noise reductions. For this reason, other mitigation strategies are proposed, including NOI-4 "Establishment of Quiet Zones," NOI-5 "Incorporation of Building Insulation," and NOI-6 "Rail Lubrication" to partially mitigate for operational noise impacts. These measures would mitigate for operational noise by reducing interior noise levels at impacted sensitive receptors to less-than-significant levels. Exterior noise levels generated by operational noise at these sensitive receptor locations would remain significant and unmitigable.

Financial Impact: This item is consistent with the current adopted FY12/13 SANBAG Budget, Task No. 0379 Commuter Rail Capital. Approval of this item will enable the FTA to issue a FONSI for the project thereby completing the environmental portion of the project. Following completion of the environmental phase of the project, the Commission could then begin acquiring right-of-way in anticipation of construction of the Project.

Reviewed By: This item was reviewed by the Commuter Rail and Transit Committee on August 16, 2012, and recommended for approval (7-1-0: Opposed: Riddell). SANBAG General Counsel has approved this item and resolution as to form.

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

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RESOLUTION NO. 13-004

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION MAKING FINDINGS NECESSARY TO APPROVE THE MITIGATION MONITORING AND REPORTING PROGRAM, ADOPT A STATEMENT OF OVERRIDING CONSIDERATIONS, CERTIFY THE FINAL ENVIRONMENTAL IMPACT REPORT, AND APPROVE THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT

(State Clearinghouse Number 2011051024)

WHEREAS, the San Bernardino Associated Governments (SANBAG) acting in its capacity as the San Bernardino County Transportation Commission (Commission) is proposing to extend Metrolink commuter passenger rail service approximately one mile east from its current terminus at the existing San Bernardino Metrolink Station/Santa Fe Deport (Depot) to new Metrolink commuter rail platforms at the proposed San Bernardino Transit Center (the Downtown San Bernardino Passenger Rail Project or Project); and

WHEREAS, SANBAG staff acting on behalf of the Commission as the lead agency has prepared a Final Environmental Impact Report (FEIR), State Clearinghouse Number 2011051024, that analyzes the potentially significant environmental effects of the Project; and

WHEREAS, the FEIR was completed on August 17, 2012, incorporating the five comment letters that were received and the written responses to each of these comment letters along with some minor clarifications and corrections; and

WHEREAS, the FEIR has been prepared in accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines; and

WHEREAS, the Commission has carefully reviewed the FEIR and all other relevant information contained in the record for the Project; and

WHEREAS, the FEIR evaluated the significant or potentially significant environmental impacts associated with the Project and addresses appropriate and feasible mitigation measures and alternatives that would mitigate or eliminate those impacts; and

WHEREAS, the FEIR identified significant environmental effects related to noise and cultural resources that cannot feasibly be mitigated to less-than-significant levels; and

WHEREAS, the Commission has balanced the benefits of the project against the unavoidable adverse environmental effects; and

WHEREAS, all other legal prerequisites to the adoption of this resolution have occurred,

NOW, THEREFORE, THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Commission hereby certifies the FEIR was completed in compliance with CEQA, that the Commission has reviewed and considered the information in the FEIR, and that the FEIR reflects the independent judgment of the Commission as the lead agency.

SECTION 2.

(a) Consistent with Section 15128 of the State CEQA Guidelines, the Notice of Preparation determined that a Draft Environmental Impact Report (DEIR) would be prepared for the Project. The following environmental impacts were not considered potentially significant in the DEIR, as provided in Section 3.12, and were not addressed in detail in the FEIR: agriculture and forest resources, mineral resources, population and housing, public services, recreation, and utilities and service systems.

(b) Consistent with Sections 15091 and 15092 of the State CEQA Guidelines, and as detailed in the FEIR at Sections 3.2, 3.3, and 3.9, incorporated herein by reference, the Commission finds that there are no significant impacts for aesthetics, air quality and greenhouse gases, and land use and planning.

SECTION 3. Consistent with Sections 15091(a)(1) and 15092 of the State CEQA Guidelines, the Commission finds that most potential impacts resulting from the Project can be avoided through the implementation of design measures and standard conditions of approval incorporated into the Project which result in the self-mitigation of potential impacts, or can be reduced to an acceptable level. More specifically, the significant environmental effects as identified below can feasibly be avoided, eliminated, or substantially lessened through the adoption of proposed mitigation measures recommended in the FEIR. The remaining unavoidable significant effects cannot be fully mitigated but are nevertheless found to be acceptable due to overriding considerations, as discussed in Section 6.

(a) The FEIR determined that without mitigation the Project could result in significant adverse impacts on biological resources from a project-specific and cumulative perspective. Consistent with Sections 15091(a)(1) and 15092 of the State CEQA Guidelines and as detailed in the FEIR in Section 3.4, incorporated herein by reference, the Commission finds that the following mitigation measures have been required for the Project. These measures will avoid or substantially lessen (i.e., reduce to less-than-significant levels) the potential significant environmental effects identified with respect to impacts on biological resources, including impacts on migratory birds, nests, and undisturbed habitat during construction.

Mitigation Measure BR-1: Conduct Preconstruction Nest Survey for Migratory Birds. Prior to habitat removal during the avian breeding season, a preconstruction nest survey for migratory birds will be conducted within 10 days of the onset of construction by a qualified biologist. Verification surveys will be conducted if the Project has not commenced within 10 days of the original preconstruction survey.

Mitigation Measure BR-2: Establish Buffer Area for Migratory Bird Nests. Should an active nest of any Migratory Bird Treaty Act (MBTA)-covered species occur in or adjacent to the survey area, a 100-foot buffer (300 feet for raptors) will be established around the nest, and no construction will occur within this area until the young have fledged. A

qualified biologist will determine when the nest is no longer active or the young have fledged.

Mitigation Measure BR-3: Restrict Uses within Project Study Area Boundaries. The Commission will clearly delineate the boundaries of the Project Study Area by posting stakes, flags, and/or rope or cord, as directed by the Project biologist. Signs will be posted and fencing installed as necessary to exclude vehicle traffic unrelated to Project construction. All parking and equipment storage related to the Project will be confined to the construction or temporary staging area or to previously disturbed off-site areas. Undisturbed areas and off-site species habitat will not be used for parking or equipment storage. Construction-related vehicle traffic will be restricted to established roads, construction areas, storage areas, and staging and parking areas.

(b) The FEIR determined that without mitigation the Project could result in significant adverse impacts on cultural resources, specifically if buried archaeological resources are discovered, from a project-specific and cumulative perspective. Consistent with Sections 15091(a)(1) and 15092 of the State CEQA Guidelines and as detailed in the FEIR in Section 3.5, incorporated herein by reference, the Commission finds that the following mitigation measures have been required for the Project. These measures will avoid or substantially lessen (i.e., reduce to less-than-significant levels) the potential significant environmental effects identified with respect to impacts on buried archaeological and nonrenewable paleontological resources within the area of potential effects (APE).

Mitigation Measure CR-2: Conduct Cultural Resources Monitoring. The Commission shall prepare a cultural resources monitoring and discovery plan in consultation with the California State Historic Preservation Office (SHPO) prior to construction to ensure appropriate mitigation of any unanticipated discoveries. The plan will define areas within the Area of Potential Effect (APE), including the Optional Detention Basin #3 and the Omnitrans Bus Facility, requiring archaeological monitoring by a qualified archaeologist during ground-disturbing construction-related activities. If during cultural resources monitoring the qualified archaeologist determines that the sediments being excavated are previously disturbed or unlikely to contain significant cultural materials, the qualified archaeologist can specify that monitoring be reduced or eliminated in that area.

In general, this plan will specify that if additional cultural materials (prehistoric or historic artifacts) are encountered during construction, work should stop in the vicinity of the find until a qualified archaeologist can assess the material and recommend further action if necessary. Treatment measures typically include development of avoidance strategies, capping with fill material, or mitigation of effects through data recovery programs, such as excavation or detailed documentation, or other mitigation measures, following standard archaeological procedures.

Mitigation Measure CR-3: Conduct Paleontological Monitoring. The Commission will develop a program to mitigate impacts on nonrenewable paleontological resources prior to excavation or construction of any components of the proposed Project. During construction, this program will include paleontological monitoring in designated Project locations, including the Optional Detention Basin #3 and any other location within the

APE requiring excavation of more than five feet in depth. This mitigation program will be conducted by a qualified vertebrate paleontologist and consistent with the proposed guidelines of the Society of Vertebrate Paleontology. This program will include the following:

- Assessment of site-specific excavation plans to determine areas that will be designated for paleontological monitoring during initial ground disturbance.
- Development of monitoring protocols for designated areas. Areas consisting of artificial fill materials or areas of ground disturbance less than five feet in depth will not require monitoring. Paleontological monitors qualified to Society of Vertebrate Paleontology standards will be equipped to salvage fossils as they are unearthed to avoid construction delays and remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. Monitors must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens. Monitoring may be reduced if some of the potentially fossiliferous units are determined upon exposure and examination by qualified paleontologic personnel to have a low potential to contain fossil resources.
- Preparation of all recovered specimens to a point of identification and permanent preservation, including washing of sediments to recover small invertebrates and vertebrates, if paleontological resources are encountered. Preparation and stabilization of all recovered fossils are essential to mitigate fully adverse impacts on the resources.
- If paleontological resources are encountered, identification and curation of all specimens into an established accredited museum repository with permanent retrievable paleontologic storage. These procedures are also essential steps in effective paleontologic mitigation and CEQA compliance (San Bernardino County Museum; Scott and Springer 2003). The paleontologist must have a written repository agreement in hand prior to the initiation of mitigation activities. Mitigation of adverse impacts on significant paleontologic resources is not considered complete until such curation into an established museum repository has been fully completed and documented.
- If paleontological resources are encountered, preparation of a report of findings with an appended itemized inventory of specimens. The report and inventory, when submitted to the appropriate lead agency, along with confirmation of the curation of recovered specimens into an established, accredited museum repository, will signify completion of the program to mitigate impacts on paleontologic resources.

Mitigation Measure CR-4: Stop Work if Unanticipated Human Remains Are Encountered. If human remains are exposed during construction, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the coroner determines the remains to be Native American, the coroner must contact the Native American Heritage Commission and the Project must comply with state laws relating to the disposition of Native American burials that are under the jurisdiction of the Native American Heritage Commission (PRC Section 5097). Construction must halt in the area of the discovery of human remains, the area must be protected, and consultation and treatment would occur as prescribed by law.

(c) The FEIR determined that without mitigation the Project could result in significant adverse impacts on geology and soils, specifically with regards to geology, soils, and erosion potential and implementation of recommended design measures. Consistent with Sections 15091(a)(1) and 15092 of the State CEQA Guidelines and as detailed in the FEIR in Section 3.6, incorporated herein by reference, the Commission finds that the following mitigation measure has been required for the Project. This measure will avoid or substantially lessen (i.e., reduce to less-than-significant levels) the potential significant environmental effects identified with respect to impacts on geology, seismic stability, soils, and erosion potential.

G-1: Comply with Geotechnical Recommendations. Construction and structural design of the Project will comply with all of the geotechnical recommendations, including design measures, provided in the final geotechnical investigation report prepared for the Project (see Appendix E). This includes implementation of the geotechnical recommendations for Project-specific improvements, based on the site investigation, engineering analysis, and standard design criteria, as stated in the geotechnical investigation report for the following:

- Pedestrian overcrossing stair tower buildings
- Pole foundations
- Concrete platforms
- Retaining walls
- Concrete culverts
- Track subgrade grading
- Imported soils
- Subballast and ballast
- Soil corrosivity
- Pavement design
- Temporary excavations
- Shored excavation

Through integration of the required geotechnical recommendations, final design will reflect compliance with the applicable Seismic Design Category (e.g., D, E, or F) for each proposed structural facility in accordance with the California Building Code.

(d) The FEIR determined that without mitigation the Project could result in significant adverse impacts on hazards and hazardous materials from a project-specific and cumulative perspective. Consistent with Sections 15091(a)(1) and 15092 of the State CEQA Guidelines and as detailed in the FEIR in Section 3.7, incorporated herein by reference, the Commission finds that the following mitigation measures have been required for the Project. These measures will avoid or substantially lessen (i.e., reduce to less-than-significant levels) the potential significant environmental effects identified with respect to hazards and hazardous materials impacts during construction.

Mitigation Measure HM-1: Comply with Hazards and Hazardous Materials Recommendations. The proposed Project will comply with all recommendations provided in Phase I Environmental Site Assessments, Phase II Environmental Site Assessments, and the associated Technical Memorandum of Additional Findings prepared for the Project (see Appendix F). This includes recommendations related to subsurface activities, additional investigations, and proper handling and removal of previously unknown wastes and soils affected by lead.

Mitigation Measure HM-2: Plan and Monitor for Hazardous Materials. Prior to the start of ground-disturbing activities, the contractor will be provided with a copy of the Phase I Environmental Site Assessment and advised that hazardous wastes may be present anywhere along the rail corridor. The construction specifications will require the contractor to be responsible for appropriate handling, storage, and disposal of any hazardous wastes encountered on the site or generated during project-related construction and demolition activities, in accordance with applicable local, state, and federal laws.

Prior to the demolition of any structures within the Project Study Area, a survey shall be conducted for the presence of hazardous building materials such as asbestos-containing materials, lead based paints, and other materials falling under universal waste requirements. The results of this survey shall be submitted to the Commission, and the City of San Bernardino's Community Development Department. If any hazardous building materials are discovered, a plan for their proper removal shall be prepared in accordance with applicable requirements of the California Division of Occupational Safety and Health (Cal/OSHA) and the County of San Bernardino Environmental Health Services. The contractor performing the work will be required to have a license in the State of California and possess a C-21, A or B classification. Further, and if required, the contractor or its subcontractor will be required to possess a California State Contractor License (ASB – Asbestos Certification) to perform any asbestos-related work. Prior to any demolition activities, the contractor will be required to secure the site and ensure the disconnection of utilities.

(e) The FEIR determined that without mitigation the Project could result in significant adverse impacts on hydrology and water quality, specifically with regards to water quality, from a project-specific and cumulative perspective. Consistent with Sections 15091(a)(1) and 15092 of the State CEQA Guidelines and as detailed in the FEIR in Section 3.8, incorporated herein by reference, the Commission finds that the following mitigation measures have been required for the Project. These measures will avoid or substantially lessen (i.e., reduce to less-than-significant levels) the potential significant environmental effects identified with respect to impacts on hydrology, water quality, drainage, and erosion control.

Mitigation Measure HYD-1: Develop and Implement a Stormwater Pollution Prevention Plan (SWPPP). The construction contractor will develop a SWPPP and implement the Best Management Practices (BMPs) described in the plan. The SWPPP will mitigate temporary construction-related impacts related to hydrology and water quality by using a combination of BMPs to protect downstream hydrology and maintain runoff rates during construction at pre-construction levels. The BMPs will either capture or filter

stormwater flow to ensure that sedimentation or other construction-related contaminants will not result in impacts on water quality.

Standard erosion control measures, such as management, structural, and vegetative controls, will be implemented for all construction activities that expose soil. Erosion in disturbed areas will be controlled by one or more of the following:

- Grading so that direct routes for conveying runoff to drainage channels and inlets are eliminated.
- Constructing erosion-control barriers, including silt fences, fiber rolls, or mulching material.
- Reseeding disturbed areas with grass or other plants as soon as possible.

Following construction, the Commission, will ensure the provision of sufficient drainage inlet and outlet protection through the use of energy dissipaters, vegetated riprap, and/or other appropriate BMPs to slow runoff velocities and prevent erosion at discharge locations from the rail platforms and parking areas.

Mitigation Measure HYD-2: Develop and Implement a Water Quality Management Plan. Opportunities for low-impact development will be integrated into the final drainage plan to the maximum extent practical and reflected in a project-specific water quality management plan. The final water quality management plan for the Project will demonstrate no net increase in runoff for the post-project condition.

(f) The FEIR determined that without mitigation the Project could result in significant adverse impacts on noise and vibration, specifically during construction, from a Project-specific and cumulative perspective. Consistent with Sections 15091(a)(1) and 15092 of the State CEQA Guidelines and as detailed in the FEIR in Section 3.10, incorporated herein by reference, the Commission finds that the following mitigation measures have been required for the Project. These measures will avoid or substantially lessen (i.e., reduce to less-than-significant levels) the potential significant environmental effects identified with respect to impacts on noise and vibration impacts on sensitive receptors during construction.

Mitigation Measure NOI-1: Employ Noise-Reducing Measures during Construction. The Commission will require its construction contractors to employ measures to minimize and reduce construction noise. Measures that will be implemented to reduce construction noise to acceptable levels include:

- Comply with local noise regulations and limit construction hours to the extent practicable (i.e., between the hours of 7:00 a.m. and 8:00 p.m.); and
- Use available noise suppression devices and techniques, including:
    - Equipping all internal combustion engine-driven equipment with mufflers, air-inlet silencers, and any other shrouds, shields, or other noise-reducing features that are in good operating condition and appropriate for the equipment (5 to 10 dB reduction possible).

- Using "quiet" models of air compressors and other stationary noise sources where such technology exists.
- Using electrically powered equipment instead of pneumatic or internal combustion-powered equipment, where feasible.
- Using noise-producing signals, including horns, whistles, alarms, and bells, for safety-warning purposes only.
- Locating stationary noise-generating equipment, construction parking, and maintenance areas as far as reasonable from sensitive receivers adjoining or near the Project Study Area.
- Prohibiting unnecessary idling of internal combustion engines (i.e., in excess of 5 minutes).
- Placing temporary soundwalls or enclosures around stationary noise-generating equipment when located near noise-sensitive areas (5 to 15 dB reduction possible).
- Ensuring that Project construction-related public address or music systems are not audible at any adjacent receiver.
- Notifying adjacent residents in advance of construction work.

NOI-2: Prepare a Community Awareness Program for Project Construction. In consultation with the representatives of the neighboring cities, the construction contractor will prepare and maintain a program to enhance community awareness of Project construction issues, including noise, vibration, nighttime noise, nighttime lighting, and roadway closures. Initial information packets will be prepared and mailed to all residences within a 500-foot radius of Project construction, with updates prepared as necessary to indicate new scheduling or processes. A project liaison will be identified who will be available to respond to community concerns regarding noise, vibration, and light.

(g) The FEIR determined that without mitigation the Project could result in significant adverse impacts on transportation and traffic, specifically with regards to traffic and levels of service, from a project-specific and cumulative perspective. Consistent with Sections 15091(a)(1) and 15092 of the State CEQA Guidelines and as detailed in the FEIR in Section 3.11, incorporated herein by reference, the Commission finds that the following mitigation measures have been required for the Project. These measures will avoid or substantially lessen (i.e., reduce to less-than-significant levels) the potential significant environmental effects identified with respect to impacts on transportation, levels of service standards, and parking and traffic management.

Mitigation Measure T-1: Prepare and Implement a Traffic Management Plan. Prior to initiating construction, SANBAG staff, on behalf of the Commission, will ensure that the construction contractor prepares a Traffic Management Plan that includes construction detour plans and designates construction truck access routes for each phase of construction. During each phase of construction, the construction contractor will provide signage indicating the construction limits, access routes, detour routes, and entrances to individual business sites. In addition, the construction contractor will supply "open for business" signs to encourage normal business activity during construction.

Mitigation Measure T-2: Prepare and Implement a Stadium Parking Plan. The Commission or its construction contractor will prepare a stadium parking plan for review and approval by the City of San Bernardino for the optional use of the parking lot areas west and south of the San Manuel Stadium as temporary staging locations and one future detention basin. The Commission will consult with the City for approval to ensure that adequate parking is provided in the area during scheduled events and that designated replacement parking is conveniently located near San Manuel Stadium for use by stadium visitors.

Mitigation Measure T-3: Install a Traffic Signal at the J Street/2nd Street Intersection. To address the unsatisfactory Level of Service (LOS) conditions at the J Street/2nd Street intersection in 2035, under the proposed Project only, a traffic signal will be installed at this intersection. In accordance with City standards, the Commission will contribute its fair share to the funding of this improvement based on the City's impact fees at the time the improvement is required.

Mitigation Measure T-4: Install All-Way Stops at the J Street/Rialto Avenue Intersection. To address the unsatisfactory LOS conditions at the J Street/Rialto Avenue intersection in 2035 (under any design option), this intersection will be converted to an all-way stop-controlled intersection. In accordance with City standards, the Commission will contribute its fair share to the funding of this improvement based on the City's impact fees at the time the improvement is required.

SECTION 4. Consistent with Sections 15091, 15092, and 15093 of the State CEQA Guidelines, the Commission finds that significant adverse environmental effects in the areas of cultural resources (Project-specific and cumulative demolition of historic resources) and noise (Project-specific and cumulative permanent increases in ambient noise levels during operation) cannot feasibly be avoided or mitigated to a less-than-significant level. Nevertheless, these impacts are found to be outweighed by overriding considerations and benefits, as discussed in Section 7.

(a) The FEIR determined that with mitigation the Project could result in significant adverse impacts on cultural resources, specifically the potential demolition of onsite historical resources, from a Project-specific and cumulative perspective. Consistent with Sections 15091, 15092, and 15093 of the State CEQA Guidelines, and as detailed in FEIR Sections 3.5 and 3.13, incorporated herein by reference, the Commission finds that the following mitigation measures have been required for the Project. These measures will minimize some of the Project's impacts on historical resources.

Mitigation Measure CR-1: Provide Photographic Documentation of Historic Resources and Noise Reduction Measures. The following mitigation measure addresses the proposed Project's potential for significant direct impacts on properties identified as historic resources (i.e., the residential properties located at 263 North K Street, 221–229 North K Street, 203 North K Street, 961 West 2nd Street and 907 West Rialto Avenue; the commercial properties located at 971 West 3rd Street, and 123 South G Street; and the industrial properties located at 111 South I Street, and 170 South E Street).

Photography and Recordation. Prior to the issuance of demolition permits for the aforementioned historic resources, a photographic documentation report will be prepared for each property by a qualified architectural historian, historic architect, or historic preservation professional who satisfies the Secretary of the Interior's Professional Qualification Standards for History, Architectural History, or Architecture, pursuant to 36 CFR 61. Each report shall document the significance of the property and its physical conditions, both historic and current, through photographs and text (e.g., an expanded Department of Parks and Recreation [DPR] form). Photographic documentation noting all elevations and additional details of architectural features will be taken using 35-millimeter black-and-white film. The photographer will be familiar with the recordation of historic resources. Photographs will be prepared in a format consistent with the Historic American Buildings Survey (HABS) standard for field photography. Coordination and notification will be provided to the City of San Bernardino and copies of the report will be submitted to the City of San Bernardino Community Development Department, the San Bernardino Public Library (main branch), and the City of San Bernardino Historical and Pioneer Society.

Noise Mitigation—907 West Rialto Avenue. Prior to the initiation of construction of the Project in the vicinity of the dwelling located at 907 West Rialto Avenue, specific measures related to the minimization of noise impacts on the residence will be implemented. Such measures will include the installation of soundproof windows, exterior door and window seals, and interior insulation as well as sealing crevices and other openings to reduce sound intrusion. All construction must meet the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving Historic Buildings (Weeks and Grimmer 1995).

The Commission further finds that implementation of these mitigation measures would not reduce the significant adverse impacts on the onsite historical resources to a less-than-significant level, given the resources' complete demolition.

As a result, this impact is considered significant and unavoidable.

The demolition of the following properties would result in a significant adverse change to each of the historic resources and cannot be mitigated to a less-than-significant level:

- The residential properties located at 203, 221–229 and 263 North K Street
- The residential property located at 961 West Second Street
- The commercial properties located at:
  - 971 West Third Street
  - 123 South G Street
- The industrial properties located at:
  - 111 South I Street
  - 170 South E Street

Nevertheless, implementation of Mitigation Measure CR-1 would ensure that information regarding each property's contribution to the history of the City of San Bernardino is retained even though impacts are significant and unavoidable

The Commission finds that the Project provides economic, legal, social, technological, and/or other benefits, including region-wide benefits, that outweigh the unavoidable adverse environmental effects, and that these impacts may be considered acceptable.

(b) The FEIR determined that with mitigation the Project could result in significant adverse impacts on noise, specifically operational-related, permanent increases in ambient noise levels, from a project-specific and cumulative perspective. Consistent with Sections 15091, 15092, and 15093 of the State CEQA Guidelines, and as detailed in FEIR Sections 3.10 and 3.13, incorporated herein by reference, the Commission finds that the following mitigation measures have been required in the Project. These measures will eliminate most of the Project's long-term noise and vibration impacts.

Mitigation Measure NOI-3: Use Ballast Mats, Resiliently Supported Ties, or Measures of Comparable Effectiveness on Portions of the Rail near Sensitive Receivers. The Commission's design team will ensure the track design specifications include the use of ballast mats or resiliently supported ties (under-tie pads) on portions of the track near sensitive receivers to minimize project-related groundborne vibration generated when the trains pass sensitive receivers.

Mitigation Measure NOI-4: Establish Quiet Zones. The Commission will support the establishment of quiet zones by constructing certain supplemental safety measures (SSMs) that, when implemented at an existing grade crossing, allow the roadway authority to designate a quiet zone. Under FRA and CPUC guidelines, SSMs allowed in California include the installation of such measures as raised medians, placement of exit gates with vehicle-presence detection systems, and permanent closure. SSMs will be established at the following grade crossings within the Project Study Area: 2nd Street, Rialto Avenue/I Street, and G Street.

Mitigation Measure NOI-5: Provide Building Noise Insulation. For the three residential structures represented by Receivers 11 and 15, as described in the FEIR, the Commission will provide sound insulation. Effective treatments include such measures as caulking and sealing gaps in the building façade and installing new doors and windows that are specially designed to meet acoustical transmission-loss requirements. Exterior doors facing the noise source will be replaced with well-gasketed solid-core wood doors and well-gasketed storm doors. Acoustical windows are usually made of multiple layers of glass with air spaces between to provide noise reduction. Acoustical performance ratings are published in terms of Sound Transmission Class (STC) for these special windows. A minimum STC rating of 39 will be used on any window exposed to the noise source. Additional building sound insulation, if needed, will be provided by sealing vents and ventilation openings and relocating them to a side of the building and away from the noise source. Particularly in the case of Receiver 15, it may be necessary to increase the mass of the building façade of wood-frame houses by adding a layer of sheathing to the exterior walls.

To ensure that the windows and doors can be kept closed while still maintaining habitable conditions, a central heating, ventilation, and air-conditioning (HVAC) system will also be provided.

Mitigation Measure NOI-6: Lubricate Wayside Rail. Wayside rail lubrication applicators will be installed for all tight-radius curves on the Project track alignment. If the wayside applicators are not able to reduce squeal to an acceptable level, additional reductions may be possible through customized profiling of the rail to reduce the forces required for trains to negotiate the curve.

However, the Commission further finds that even with the implementation of all feasible mitigation measures, the noise and vibration impacts during Project operations may remain significant and unavoidable. While sound barriers are generally effective in reducing noise impacts, additional factors—such as appropriateness in the context of the project setting (aesthetics), nonconforming land uses within the Project Study Area, and potential for division of established communities—are being taken into consideration for the proposed Project. Based on these considerations, it may not be appropriate for the Project to construct sound barriers in this area. Therefore, impacts related to rail noise experienced by sensitive receptors adjacent to the railway are significant and unavoidable.

The Commission finds that the Project provides economic, legal, social, technological, and/or other benefits, including region-wide benefits, that outweigh the unavoidable adverse environmental effects, and that such impacts may be considered acceptable.

SECTION 5. Consistent with Sections 15091, 15092, and 15093 of the State CEQA Guidelines, and as detailed in FEIR Section ES.3.1, incorporated herein by reference, the Commission finds that, based on the impacts of the proposed Project and other design options to the proposed Project:

(a) The No-Build/No-Project Alternative would not result in the construction impacts identified in the FEIR that would result with the Project because no changes or improvements to the existing railway would occur. However, according to Section 15126.6(e)(2) of the State CEQA Guidelines, if the environmentally superior alternative is the "no project" alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives. Of the alternatives considered, the 3rd Street Open Design Option 3 would be the environmentally superior alternative.

Furthermore, while the construction impacts would be less under the No-Build Alternative, there are other impacts that could occur by not taking any action under the No-Build/No Project Alternative. Under the No-Build/No Project Alternative, passenger rail service would not be extended east to downtown San Bernardino. Additionally, the No-Build/No-Project Alternative would not include: 1) improvements to or reconstruction of rail infrastructure to accommodate passenger rail service, 2) grade crossing improvements, 3) railroad signalization, 4) roadway closures, 5) rail platform or station facilities, or 6) an Omnitrans bus facility. Metrolink service would continue to originate and/or terminate at the Depot. The pedestrian overcrossing proposed to improve pedestrian safety would not be constructed. Existing conditions within the rail corridor would remain unchanged, and the rail line east of the Depot would continue to be used for low-speed, local freight service. Consequently, the No-

Build/No-Project Alternative would not achieve or fulfill any of the goals and objectives of the proposed Project or those of the City's general plan with the overall objective of providing mass transit opportunities, increasing mass transit services, or increasing connectivity between and providing convenience for residents and employees traveling to and from San Bernardino. For these reasons, the Commission rejects this alternative as infeasible.

(b) Build Alternatives Pedestrian Overpass Options 1A and 1B would be similar to the Project. Like the Project, Pedestrian Overpass Options 1A and 1B would meet the purpose and need, which is to allow efficient use of the Metrolink system and facilitate an orderly, safe evacuation of the platforms in the event of station emergencies. Pedestrian Overpass Options 1A and 1B would include open-to-air steel structure variations for the pedestrian overpass. These design options would have one stairway entering and exiting a protected and covered elevated passageway. The prominent differences between Pedestrian Overpass Options 1A and 1B are the railing design and elevator enclosure design. All other railway, station, and bus facility improvements proposed as part of the Project would remain the same.

The FEIR demonstrated that the Project and Pedestrian Overpass Options 1A and 1B would have similar environmental effects during construction and operations. However, this alternative was considered to minimize visual impacts on the Depot, maximize circulation space around the new structures, and maintain fire truck access to the trackside of the Depot. Although the construction schedule for these design options is similar to the Project, Pedestrian Overpass Options 1A and 1B are likely to require fewer construction materials and effort to construct. Structural massing would be reduced in comparison with the pedestrian overpass bridge design proposed as part of the Project. However, the differences in environmental effects would be similar and slightly reduced, and not appreciably different from the Project. For these reasons, the Commission chooses not to select this alternative.

(c) Build Alternative Pedestrian Underpass Option 2 would be similar to the Project. Like the Project, the Pedestrian Underpass Option 2 would meet the purpose and need, which is to allow efficient use of the Metrolink system and facilitate an orderly, safe evacuation of the platforms in the event of station emergencies. Pedestrian Underpass Option 2 would be constructed underground and would result in less constriction of the train platform at the stair locations. Pedestrian Underpass Design Option 2 would have two stairwells entering the passageway at Platform A and a combined stairway exiting just west of the Depot. All other railway, station, and bus facility improvements proposed as part of the Project would remain the same.

The FEIR demonstrated that the Project and Pedestrian Underpass Option 2 would have similar environmental effects during construction and operations. However, this alternative was considered in order to minimize visual impacts that could detract from the aesthetic value of the historic Depot structure. Although the construction schedule for this design option is similar to that of the Project, the Pedestrian Underpass Option 2 is likely to require a longer construction period and additional engineering and structural design, including additional shoring and protection due to the complexity of undergrounding a pedestrian underpass below an active rail line. Although visual structural massing would be reduced in comparison with the pedestrian overpass bridge design proposed as part of the Project or other pedestrian overpass design

options, other factors—including engineering stability and perceived safety—were considered. As the environmental effects would be similar and slightly reduced with this alternative, engineering stability requirements and perceived safety impacts would be greater than for the Project. For these reasons, the Commission chooses not to select this alternative.

(d) Build Alternative 3rd Street Open Design Option 3 would involve a different design than that of the Project. Like the Project, the 3rd Street Open Design Option 3 would meet the purpose and need. This design option was considered in order to avoid costs associated with the closing of 3rd Street under the proposed Project and corresponding potential disruptions to existing traffic circulation patterns. This option would result in upgrades to the existing at-grade crossing between J Street and I Street. Vehicular and pedestrian traffic along 3rd Street between the J Street intersection and North I Street intersection would remain. All other improvements associated with this design option would be similar to those described for the proposed Project.

The FEIR demonstrated that the 3rd Street Open Design Option 3 would have fewer environmental effects during construction and operations. The 3rd Street Open Design Option 3 would have reduced impacts, specifically because of the reduced size of the 3rd Street Open Design Option 3 Study Area in comparison to the Project Study Area. This alternative would result in reduced impacts on aesthetics, air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, noise, and transportation. Accordingly, the 3rd Street Open Design Option 3 is considered the environmentally superior alternative. However, the 3rd Street Open Design Option 3 is not the preferred design option because the Project's circulation during project operations near the Depot would be preferred. For these reasons, the Commission chooses not to select this alternative.

(e) Additional alternatives to the Project were considered by the Commission, including using the existing rail alignment and employing alternative train technologies. In order to accommodate the Project, several alternative layover facilities and configurations were also considered. These alternatives and layover options were unable to either accomplish project objectives or avoid significant environmental effects of the Project and design options; therefore, they were not selected for further consideration, as discussed in further detail in Section 2.5 of the FEIR.

SECTION 6. The preceding Findings, although based primarily on conclusions in the FEIR, have not attempted to describe the full analysis of each environmental impact contained in the FEIR. Instead, the Findings incorporate by reference the discussions and analyses in the FEIR and supporting reference documents for the FEIR's determinations regarding the nature and severity of the impacts of the Project and mitigation measures designed to address those impacts. In making these Findings, the Commission, ratifies, adopts, and incorporates into these Findings the analysis and explanation in the FEIR and ratifies, adopts, and incorporates in these Findings the determinations and conclusions of the FEIR.

SECTION 7. The FEIR found that the Project would result in significant unavoidable adverse impacts in the areas of cultural resources (project-specific and cumulative demolition of historic resources) and noise (project-specific and cumulative exposure of persons to permanent increases in ambient noise levels). Consistent with Section 15093 of the State CEQA Guidelines, the Commission, hereby makes a Statement of Overriding Considerations and finds that the benefits of the Project, as outlined below,

outweigh its unavoidable environmental impacts and thus render those impacts acceptable. Any one of these reasons is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the Commission would stand by its determination that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found in the preceding Findings, which are incorporated by reference into this section, and in the documents found in the Record of Proceedings. The Commission also finds that the Project is consistent with the statement of purpose and need as detailed in the FEIR in Section 1.3, incorporated herein by reference. The benefits of the Project outweigh its unavoidable environmental impacts because the Project would meet the following objectives:

(a) Construct a second track and associated railroad improvements to extend regional Metrolink passenger rail service between the existing Depot and downtown San Bernardino.

(b) Encourage the integration of current and future passenger rail operations with other forms of transit in the region by providing a Metrolink passenger rail connection to downtown San Bernardino.

(c) Accommodate forecasted ridership between the Depot and downtown San Bernardino by providing a convenient and efficient transit alternative to automobile travel.

(d) Improve the mobility opportunities for transit-dependent populations in the City of San Bernardino to employment centers in Los Angeles and Orange Counties and support local and regional planning goals of SANBAG and the Commission for the development of transit corridors in the Inland Empire.

(e) Improve safety and accessibility at the existing Depot by constructing a pedestrian bridge that will connect the station's two reconstructed platforms, thereby eliminating existing at-grade pedestrian crossings.

(f) Facilitate intermodal transit opportunities by constructing the Omnitrans Bus Facility close to Metrolink passenger rail service.

SECTION 8. Consistent with CEQA Section 15088.5, the Commission has determined that no significant new information requiring recirculation of the EIR has occurred. Specifically, the Commission has determined, based on the substantial evidence presented to it, that (1) no new significant environmental impact would result from the Project or from a new mitigation measure proposed to be implemented; (2) no substantial increase in the severity of an environmental impact would result from the Project; (3) no feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the Project; and (4) the DEIR is not so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. Specifically, the Commission finds that the changes in response to comments and to changes to the project description after public notice was given of the availability of the DEIR for public review do not constitute significant new information under Section 15088.5(a).

SECTION 9. Consistent with CEQA Section 21081.6(a), the documents that constitute the record of proceedings for approving this Project are located in the SANBAG office, 1170 West 3rd Street, 2nd

Floor, San Bernardino, California. The custodian of these documents is Mr. Mitchell A. Alderman, P.E., Director of Transit and Rail Programs.

SECTION 10. Consistent with Public Resources Code Section 21081.6, the Commission approves the FEIR and adopts the Mitigation Monitoring and Reporting Program (see Chapter 9 of the FEIR for the Mitigation Monitoring and Reporting Program) to mitigate or avoid significant effects of the Project on the environment, as detailed in Section 3 of this Resolution, and to ensure compliance during Project implementation.

SECTION 11. The Commission approves the Proposed Project and the selection of Optional Detention Basin #3, as more fully described in the FEIR.

SECTION 12. This Resolution is effective upon its adoption.

Adopted by the San Bernardino County Transportation Commission on September 5, 2012, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

_____

Janice Rutherford, Chairperson
San Bernardino County Transportation Commission

Attest:

_____

Vicki Watson, Commission Clerk

BRD1209a1-rpg

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: **41**

Date: September 5, 2012

Subject: California Department of Transportation Audits and Investigation audit findings and Management Responses

Recommendation:* Receive and review the audit findings from California Department of Transportation and management response.

Background: The California Department of Transportation (Caltrans) Audits and Investigations audited costs claimed by San Bernardino Associated Governments (SANBAG), totaling $47,759,636 for the period from July 1, 2008, to December 31, 2009. Caltrans determined that reimbursed costs totaling $37,467,349 were supported and in compliance with agreement provisions, and State and Federal regulations. However, reimbursed costs totaling $2,179,869 were not adequately supported and were not in compliance with Agreement provisions, and State and Federal regulations. In addition, Caltrans determined that SANBAG did not have adequate procurement and contract management procedures. Due to the exceptions noted in SANBAG's procurement procedures, Caltrans was not able to express an opinion whether $8,112,419 of consulting and professional service costs procured using the Request for Proposal (RFP) or Requests for Qualifications (RFQ) process were in compliance with federal procurement regulations.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1209c-ws
Attachments: BRD1209c1-ws; BRD1209c2-ws

The Caltrans Audit Report, Attachment 1 includes the follow four audit findings:

1. SANBAG did not follow procurement practices as required by Title 49, Code of Federal Regulations (CFR) Part 18.36 and the Master Agreements between SANBAG and Caltrans.
2. SANBAG did not maintain a contract administration system to ensure consultants perform in accordance with terms, conditions, and specifications of their contracts or purchase orders.
3. SANBAG did not include required contract provisions in five contracts audited.
4. SANBAG's contracting and procurement Policy No. 11000 dated December 3, 2008, lacked clear guidance to ensure that the Federal Uniform Administrative Requirements set forth in 49 CFR Part 18 are followed in procurement transactions.

SANBAG's response to the Caltrans audit, Attachment 2, details SANBAG management's immediate actions taken to remediate the issues identified in the Caltrans audit findings and is summarized below.

Response to Finding 1:

- Contracts Manager and Contract Administrator are dedicated to ensure that procurement policies and procedures are followed.
- SANBAG has conducted several procurement-training sessions with management and staff and will continue to do so on a regular basis. A procurement manual is being developed as a resource for all staff and is anticipated to be completed in early 2013.
- A contract file process has been implemented whereby staff has specific information of what must be included in the contract file which when completed is audited by the Contract Administrator.
- SANBAG will provide Caltrans with a written plan that identifies the process that will be used to review the billing records, and other procurement transactions for compliance. The plan will be submitted to Caltrans for review prior to the implementation of the audit. Upon completion of the audit, SANBAG will prepare a written report indicating the findings of the audit, which will be submitted to Caltrans by a date mutually agreed to by SANBAG and Caltrans.

Response to Finding 2:

- With the additional support from the Contract Administrator as well as additional staff training, SANBAG believes that the project managers will have the training and resources to effectively manage the contracts according to the terms and conditions of those contracts.

BRD1209c-ws
Attachments: BRD1209c1-ws; BRD1209c2-ws

- A procurement manual is currently in process, which will document all procurement policies and procedures. Upon completion, training will be conducted regularly for all SANBAG staff that manages contracts.
- Currently, SANBAG is soliciting proposals for on-call audit support that will be available to assist SANBAG in reviewing invoices for correct payment. The contract for the audit services will be in place by September.

Response to Finding 3:

- In 2011, SANBAG revised and updated all contract templates to include appropriate contract provisions required by the Master Agreements and 49 CFR Part 18. SANBAG regularly reviews the contract documents and will continue to update them as appropriate. For contracts that were let prior to 2011 and are being amended, staff is reviewing them on a case-by-case basis to see if they require updating to include requisite contract provisions.

Response to Finding 4:

- SANBAG's Policy No. 11000 is undergoing review and as early as this August, SANBAG will be taking several modifications to SANBAG's Board of Directors (Board) for approval of those changes. The Board will also consider staff's request to rescind the Major Projects Program Contract Negotiations Guidelines in August. Staff will then prepare Contract Negotiations Guidelines for all of SANBAG and will supplement the guidelines with additional training.

SANBAG acknowledges that in 2008 and 2009, its procurement practices were in need of strengthening at the time that Caltrans conducted this review. Since then, SANBAG has aggressively addressed those areas that were noted in the report. In 2010, SANBAG hired a Contracts Manager with extensive public agency experience to review existing procurement policies and practices. A comprehensive review was conducted by the Contracts Manager who has revised SANBAG's contract and procurement templates to ensure compliance with State and federal requirements and inclusion of evaluation criteria weighting; conducted multiple staff training sessions regarding procurements; and is in the process of completing a major revision of the RFP evaluation process which includes control logs, consistent score sheets, and all other relevant evaluation documentation.

In 2012, SANBAG added and hired a new Contract Administrator to manage the contracts and procurement functions and to ensure consistent application of SANBAG's Contracts and Procurement Policy. The Contract Administrator is also responsible for managing the RFP evaluation process to ensure consistent application of SANBAG's procurement policies.

BRD1209c-ws
Attachments: BRD1209c1-ws; BRD1209c2-ws

Other improvements that are on-going include: implementation of a centralized procurement filing system; and expanding SANBAG's process regarding the advertisement of procurements in newspapers and trade journals to include all formal procurements. SANBAG has already developed an internal filing system of all contract documents which will be centrally located and maintained by limited SANBAG staff. Also, SANBAG is in the process of awarding an Audit contract to assist SANBAG in pre-award and post-award audits of Architectural & Engineering procurements. A continual review of SANBAG's Procurement Policies and Procedures is under way with initial modifications to the SANBAG Contracts and Procurement Policy being presented to a Board committee beginning this month and continuing throughout the next 12 months. A Procurement Manual will be created incorporating all changes approved by SANBAG's Board of Directors. Completion date of the Procurement Manual is early 2013.

SANBAG will be submitting to Caltrans a detailed plan in which to address the audit of the contracts noted in the report and the timelines in which SANBAG anticipates completing that review, as noted above under SANBAG's response to Finding #1. SANBAG staff anticipates the completion of the audit and preparing a summary report of their findings by December 31, 2012. SANBAG staff will continue working with Caltrans to ensure that all of the procurement processes are in compliance with State and federal requirements.

Caltrans' audit of audited costs finding SANBAG to be non-compliant with Agreement provisions, and State and Federal regulations was for the time period of July 1, 2008 to December 31, 2009. Since 2010, SANBAG's Board approved retention of a Contracts Manager who has made many improvements to address the issues noted by Caltrans and who will continue working with the Board of Directors and Executive Staff to bring SANBAG's procurement policies and procedures into compliance with federal and State guidelines.

Financial Impact: This item has no current direct impact on the budget. Caltrans will notify SANBAG if SANBAG must return any of the $2,179,869 in reimbursed costs due to the Caltrans' audit findings.

Reviewed By: SANBAG General Counsel has approved this item as to form.

Responsible Staff: Hilda Flores, Accounting Manager

BRD1209c-ws
Attachments: BRD1209c1-ws; BRD1209c2-ws

ATTACHMENT 1

P1580-0013

Draft
Incurred Cost Audit
San Bernardino Associated Governments (SANBAG)

March 14, 2012

DRAFT

Zilan Chen, Chief
External Audits – Local Governments
Audits and Investigations
California Department of Transportation

REPORT CONTENTS

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ATTACHMENTS

DRAFT

√= Revised

Summary

The California Department of Transportation (Department) Audits and Investigations (A&I) audited costs claimed by the San Bernardino Associated Governments (SANBAG), totaling $47,759,636 from July 1, 2008 to December 31, 2009 (see Attachment V for a list of Agreements included in the audit). Based on our audit, we determined that reimbursed costs totaling $37,467,349 were supported and in compliance with agreement provisions, and State and federal regulations. However, reimbursed costs totaling $2,179,869 were not adequately supported and were not in compliance with Agreement provisions, and State and federal regulations. In addition, we determined that SANBAG did not have adequate procurement and contract management procedures. Due to the exceptions noted in SANBAG's procurement procedures, we cannot express an opinion on whether $8,112,419 of consulting and professional service costs procured using the Requests for Proposal (RFP) or Requests for Qualification (RFQ) process were in compliance with federal procurement regulations.

Objectives

The audit was performed to determine whether costs claimed and reimbursed were adequately supported and in compliance with the respective agreement provisions, and State and federal regulations. The audit was performed as a management service to the Department to assist in fulfilling its fiduciary responsibility.

SANBAG is responsible for the claimed costs, compliance with applicable Agreement provisions, State and federal regulations, and the adequacy of its financial management system to accumulate and segregate reasonable, allocable, and allowable costs.

Methodology

Our audit was conducted in accordance with the Standards for Performance Audits set forth in the Government Auditing Standards issued by the Comptroller General of the United States of America. The audit was less in scope than an audit performed for the purpose of expressing an opinion on the financial statements of SANBAG. Therefore, we did not audit and are not expressing an opinion on SANBAG's financial statements.

The standards require that we plan and perform the audit to obtain reasonable assurance about whether the data and records reviewed are free of material misstatement, as well as material noncompliance with fiscal provisions relative to the Agreements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the data and records reviewed. An audit also includes assessing the accounting principles used and significant estimates made by SANBAG, as well as evaluating the overall presentation.

Scope

The scope of the audit was limited to financial and compliance activities. Our audit of SANBAG's financial management system included interviews

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Scope (Continued)

of SANBAG staff necessary to obtain an understanding of SANBAG's accounting and internal controls. Based on the risk assessment performed, the audit focused on SANBAG's procurement process and contract management of Consultant contracts. The audit consisted of an evaluation of compliance with 2 Code of Federal Regulations (CFR), Part 225; 49 CFR, Part 18; the Department's Local Program Procedures (LPP) 04-10; and the Department's Local Assistance Procedures Manual. Our field work was completed on ____DATE, and transactions occurring subsequent to this date were not tested and, accordingly, our conclusion does not pertain to costs or credits arising after this date. We believe that our audit provides a reasonable basis for our conclusion.

Because of inherent limitations in any financial management system, misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the financial management system to future periods are subject to the risk that the financial management system may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our findings and recommendations take into consideration SANBAG's response dated _____, to our _____, draft report. Our findings and recommendations, SANBAG's response, and our analysis of the response are set forth in the Findings and Recommendations of this report. A copy of SANBAG's full response is included as Attachment VI.

Background

SANBAG is the council of governments and transportation planning agency for San Bernardino County. SANBAG is responsible for cooperative regional planning, and furthering an efficient multi-modal transportation system. SANBAG serves 1.9 million residents of San Bernardino County. As the County Transportation Commission, SANBAG supports freeway construction projects, regional and local road improvements, train and bus transportation, railroad crossings, call boxes, ridesharing, congestion management efforts, and long-term planning studies. SANBAG administers Measure I, the half-cent transportation sales tax approved by county voters in 1989.

The mayors and city council members of the 24 cities and towns and the five members of the Board of Supervisors within San Bernardino County govern SANBAG. SANBAG staff is a small group of professionals and support personnel who manage and implement the various programs approved by the Board of Directors.

Conclusion

Based on our audit, we determined that reimbursed costs totaling $37,467,349 were adequately supported and in compliance with Agreement provisions, and State and federal regulations. However, reimbursed costs totaling $2,179,869 were not adequately supported and were not in

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compliances with Agreement provisions, and State and federal regulations. In addition, we determined that for certain contracts, SANBAG did not follow proper procurement procedures or comply with federal procurement and contract management regulations. Specific instances of noncompliance are discussed in the findings set forth in this report. Further, due to the exceptions noted in SANBAG's procurement procedures, we cannot express an opinion on whether $8,112,419 of consulting or professional service costs procured using the RFP or RFQ process, were in compliance with federal procurement regulations.

This report is intended for the information of SANBAG, Department Management, the California Transportation Commission, and the Federal Highway Administration. This report is a matter of public record and its distribution is not limited.

If you have any questions, please contact Barbara Nolan, Auditor, at (916) 323-7880, or Cliff Wu, Audit Manager, at (916) 323-7917.

Zilan Chen, Chief
External Audits – Local Governments
Audits and Investigations

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FINDINGS AND RECOMMENDATIONS

Finding 1 - Improper Procurement Practices

The San Bernardino Associated Governments (SANBAG) did not follow procurement practices, as required by Title 49, Code of Federal Regulations (CFR) Part 18.36 and the Master Agreements between SANBAG and the California Department of Transportation (Department).

Agreements (see Attachment V) between SANBAG and the Department require SANBAG to comply with 49 CFR Part 18. In addition, section V.E. of SANBAG's Contracting and Procurement Policy 11000 states that *"When utilizing State and federal funds requiring more rigorous or different standards than applied by these policies, such standards will prevail. SANBAG is responsible for ensuring that such standards are met and/or are included in appropriate contracts."*

We reviewed twelve procurement transactions and found that ten had significant exceptions to required procurement provisions. Four of the ten consultant contracts resulted in overcharges totaling $2,023,224 to State or federal funds during the audit period (see Attachment I). Without documenting compliance with required procurement practices, SANBAG cannot demonstrate that full and open competition was achieved, and risks entering into contracts that may not be fair and reasonable in cost and/or quality. Specifically, we found the four procurements contain one or more of the following issues:

- SANBAG did not prepare independent estimates before soliciting proposals.
- SANBAG did not maintain evidence that the requests for proposals (RFP) were publicized in a newspaper or trade journal of widespread circulation.
- SANBAG did not identify the relative importance of evaluation factors in RFPs.
- The evaluation factors listed on the score sheets were not the same as those listed in the RFPs.
- One RFP identified a contract type expressly unallowable per federal requirements as "cost reimbursable plus percentage fee contract."
- The consultant's overhead rate for one RFP was not reviewed during contract negotiations.
- Score sheets were not maintained.
- SANBAG did not maintain a control log indicating the date and time of RFP distribution, as required by SANBAG's own policy.

Based on our interviews with staff, review of procurement files, and identification of numerous exceptions, we determined that SANBAG did not demonstrate routine adherence to State and federal funded contract

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procurement requirements. Staff from SANBAG's various work groups may procure goods or services, but knowledge of applicable regulations among staff performing procurement transactions was inconsistent between various work groups. Therefore, A&I cannot determine whether $8,112,419 of additional consulting and professional service costs that were not included in the testing were properly procured.

See Attachment I for criteria, funding source and questioned costs for each of the exceptions.

Recommendation

SANBAG should take the following corrective actions:

- Ensure proper procurement procedures are followed in accordance with 49 CFR Part 18.36, Master Agreements between SANBAG and the Department, and SANBAG's written procurement procedures.
- Seek training for management and staff in proper procurement practices.
- Maintain adequate documentation to support proper procurement procedures.
- Review billing records to determine the amount of costs associated with the contracts identified in Attachment I billed outside our audit period.
- Assess similar procurement transactions for compliance and identify any other questionable costs.
- Provide the Department with a plan for and the results of the review and assessment within a reasonable amount of time.

The Department should take the following corrective actions:

- Assess the State-funded transactions relating to the $1,478,446 and any amount identified by SANBAG and determine if the Department should seek reimbursement from SANBAG. The assessment should include developing an action plan to collect all questioned costs or identify the Department's rationale for acceptance of these costs.
- Consult with the Federal Highway Administration (FHWA) to determine if the Department should seek reimbursement from SANBAG for $544,778 questioned costs claimed and any other amount identified by SANBAG associated with federally funded procurements.

SANBAG Response

Auditor's Analysis of SANBAG Response

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Finding 2 - Contract Administration Needs Improvement

SANBAG did not maintain a contract administration system to ensure consultants perform in accordance with the terms, conditions and specifications of their contracts or purchase orders. As a result, SANBAG risks over or under billing the Department or other funding sources. 49 CFR Part 18.36(b)(2) states, *"Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders."* 49 CFR Part 18.20(b)(3) states in part, *"Effective control and accountability must be maintained for all grant and subgrant cash, real and personal property, and other assets..."*

We reviewed various payment transactions and noted inadequate contract administration practices related to six contracts (see Attachment II). The exceptions included failure to enforce compensation provisions, amending expired contracts, improper methods of payment, unallowable third party contract provisions and unallowable payments. As a result, SANBAG approved unallowable costs and executed inappropriate contracts. We identified at least $156,645 of questioned costs that were billed to and reimbursed by the Department due to the issues identified below. This amount does not include costs associated with the procurement concerns identified in Finding 1. Specifically, we found the following:

Federally Funded Contracts

- Advantec Contract 09-179
  Per Article 3.2 of the contract, specific hourly billing rates identified in the contract were to be reimbursed. However, SANBAG reimbursed hourly rates charged on the July 2009 invoice that did not agree to the specified rates in the contract. (All costs associated with this contact are identified in Finding 1 for procurement exceptions).

- Republic Electric Contract 06-056
  Contract Change Order 14, approving extra work performed on or about November 14, 2007, was not signed by SANBAG staff until three months after the work was performed. Contract Change Order 14-1 for additional extra work performed in February 2008 was dated by SANBAG on April 8, 2008. The works performed were not emergency or safety related. ($11,612 is questioned).

- Albert Grover Associates Contract 04-010
  Per Article 3.2 of the contract, specific hourly billing rates were to be reimbursed. However, SANBAG reimbursed hourly rates charged on the May 2008 invoice that did not agree to the rates specified in the contract. In addition, SANBAG intended to extend the term of the

Finding 2 – (Continuous)

original contract by amendment. However, the amendment excluded reference to the extended contract date. ($28,650 is questioned).

State Funded Contracts

- HDR Contract 08-011
  Per Article 3.2 of the contract the contractor's fee is described as a "fixed percentage fee." However the contract cost proposal was presented as specific hourly rate contract. We noted that subcontractor services were over-compensated and/or reimbursed for tasks not identified in Attachment B "Detailed Labor and Fee Breakdown" of the contract. (All costs associated with this contact are identified in Finding 1 for procurement exceptions).

- KOA Corporation Contract 08-014
  Per Articles 3.2 and 3.4 of the contract, specific hourly billing rates were to be reimbursed. However, SANBAG reimbursed the contractor based on percentage of work completed. SANBAG was unable to support the basis for reimbursement based on percentage of works completed. (All costs associated with this contact are identified in Finding 1 for procurement exceptions).

- San Bernardino County Real Estate Services Department Cooperative Agreement 95-065
  The method of payment is not explicitly stated in the Agreement. However, Sections II (3) and (7) of the cooperative agreement imply that payment is to be based on type of service rendered, e.g. $1,500 per appraisal. The original cooperative agreement expired on June 30, 1998, but SANBAG amended the cooperative agreement in April 2001. In addition, invoices from the Real Estate Services Department dated May 2009 showed payments were based on $65 per hour. However, SANBAG was unable to provide support to document the basis for this rate. ($116,383 is questioned).

Local Assistance Procedures Manual, Chapter 10 states in part, "*The contract administrator must be a public employee qualified to ensure the work pursued is complete, accurate and consistent with the terms, conditions and specifications of the contract. ...The use of a consultant for a "management" role should be limited to unique or very unusual situations ...*" Based on interviews the with SANBAG staff, we found that staff were unfamiliar with the terms of contracts they were managing and/or placed reliance on contracted personnel to assume critical roles of contract managers as a routine practice rather than in unique or unusual situations.

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Recommendation

SANBAG should take the following corrective actions:

- Ensure that staff assigned as contract managers have knowledge of contract terms, and ensure contractor work is complete, accurate and consistent with terms, conditions and specifications of the contract.
- Train staff who engage in contract management functions on the applicable standards and ensure the standards are followed.
- Document contract management policies and procedures in writing.
- Assess and review other invoices billed under the contracts to identify other questionable costs.

The Department should take the following corrective actions:

- Assess the State-funded transactions relating to the contract costs totaling $116,383 and determine if the Department should seek reimbursement from SANBAG. The assessment should include developing an action plan to collect all questioned costs or identify the Department's rationale for acceptance of these costs.
- Consult with the Federal Highway Administration (FHWA) to determine if the Department should seek reimbursement from SANBAG for $40,262 questioned costs claimed associated with the federally funded contracts.

SANBAG Response

Auditor's Analysis to SANBAG Response

Finding 3 – Missing Contract Provisions

SANBAG did not include required contract provisions in five contracts audited. See Attachment III for a summary of contracts and provisions reviewed. The lack of adequate fiscal provisions in SANBAG's consultant contracts increases the risk of unallowable costs and can result in SANBAG's inability to recover unallowable costs from consultants.

The Federal Master Agreement Article V, Paragraph 7 states in part, *"Any subcontract entered into by ADMINISTERING AGENCY as a result of this Agreement shall contain all the provisions of Article IV, Fiscal Provisions, and this Article V, Audits, Third Party Contracting Records Retention and Reports, ..."* The State Master Agreement Article I, Paragraph 15 states in part, *"...ADMINISTERING AGENCY agrees that a reference to Office of Management and Budget (OMB) A-87 or the Code of Federal Regulations,*

Title 48, Chapter 1, Part 31, whichever is applicable and the code of Federal Regulations, Title 49, Part 18, will be included in any subcontracts entered into as a result of this AGREEMENT."

Recommendation

SANBAG should ensure that all contracts and/or consultant agreements contain the contract provisions required by the Master Agreements and 49 CFR Part 18.

SANBAG Response

Auditor's Analysis of SANBAG Response

Finding 4 – Unclear Contracting and Procurement Policies, Procedures and Guidance

SANBAG's Contracting and Procurement Policy No. 11000 dated December 3, 2008 (Policy) lacked clear guidance to ensure that the Federal Uniform Administrative Requirements set forth in 49 CFR Part 18 are followed in procurement transactions (see Attachment I), and as noted in Finding 1, SANBAG did not follow its own policy. 49 CFR Part 18.36(b)(1) states, *"Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section."* Based on a review of the Policy, SANBAG staff interviews, and review of SANBAG's procurement and contract files, we noted the following deficiencies:

- The Policy was silent on conflict of interest. 49 CFR Part 18.36(b)(3) states in part, *"Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in the selection, or in the award or administration of a contract...if a conflict of interest...would be involved..."*

- The Policy did not require independent estimates prior to soliciting bids or proposals. There was no evidence of independent estimates prepared prior to issuing Requests For Proposals/Requests For Qualifications in the five transactions for which we requested the estimates. Also, staff were not familiar with the specific elements required to create an effective cost estimate. 49 CFR Part 18.36(f)(1) states in part, *"...grantees must make independent estimates before receiving bids or proposals. ..."*

  LAPM, Chapter 10, Page 10-8 states in part, *"... An independent cost estimate is needed to ensure that consultant services are obtained at a*

Finding 4 – (Continuous)

fair and reasonable price. ... The estimate must include a break-down of

- *Direct labor costs*
- *Indirect costs*
- *General and administrative costs*
- *Other direct costs*
- *Subconsultant costs*
- *Net fee ..."*

The risk of paying inflated prices for goods or services is higher without independent estimates.

- Section VII.D.1.b of the Policy stated, *"Contracts may be recommended for approval on sole source selection based upon a requirement for unique qualifications, the existence of significant time constraints, and/or in certain instances of demonstrated experience."* These circumstances for sole source selections were not as restrictive as required by 49 CFR Part 18.36(d)(4)(i), which states, *"Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:*

  (A) The item is available from only a single source;
  (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  (C) The awarding agency authorizes noncompetitive proposals; or
  (D) After solicitation of a number of sources, competition is determined inadequate."

- The Policy was silent on contract management procedures. As noted in Finding 2, our audit identified a number of deficiencies in contract management.

SANBAG's Major Projects Program, Contract Negotiation Guidelines Policy No. 34504 dated October 4, 2006, identifies maximum overhead rates for consulting firms and other potential consultants/contractors, instead of providing useful guidance on how to negotiate a fair price. 23 CFR Part 172.7(b) states in part, *"...indirect cost rates shall not be limited by any administrative or de facto ceilings..."*

Recommendation

SANBAG should take the following actions:

- Revise the Contracting and Procurement Policy and Major Projects Program Contract Negotiation Guidelines to ensure they meet the minimum standards set forth in 49 CFR Part 18.36 and Local

Assistance Procedures Manual, Chapter 10.

- Revise the Contract Negotiation Guidelines Policy so that it provides useful guidance for staff, and eliminates artificial limitations for consultant/contractor overhead rates.
- Train staff who engage in procurement transactions to ensure applicable State and federal requirements, as well as SANBAG's own policies, are followed.

SANBAG Response

Auditor's Analysis of SANBAG Response

Audit Team

Zilan Chen, Chief, External Audits – Local Governments
Clifford R. Vose, Audit Manager
Barbara Nolan, Auditor
Nicole Valdez, Auditor

San Bernardino Associated Governments
Audit P1580-0013

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ATTACHMENT I - Improper Procurement

	Federally Funded	State Funded			Total
Description	Traffic Signal System	Engineering and Environmental Services	State Route 58 Truck Study	Freeway Service Patrol	
Transaction Number	none noted	07-102	08-014	09-093	
Contract Awardee	Advantec	HDR Engineers	KOA Corporation	Various Tow Companies	
Criteria	49 CFR 18.36(b)(9)	49 CFR 18.36(b)(9)	49 CFR 18.36(b)(9)	49 CFR 18.36(b)(9)	
	49 CFR 18.36(d)(3)(i)	49 CFR 18.36(d)(3)(i)	49 CFR 18.36(d)(3)(i)	49 CFR 18.36(d)(3)(i)	
	49 CFR 18.36(f)	49 CFR 18.36(f)	49 CFR 18.36(f)	49 CFR 18.36(f)	
	LAPM Chapter 10	LAPM Chapter 10	LAPM Chapter 10	LAPM Chapter 10	
	SANBAG Policy 11000 Section VII.A.2.d	SANBAG Policy 11000 Section VII.A.2.d	SANBAG Policy 11000 Section VII.A.2.d	SANBAG Policy 11000 Section VII.A.2.d	
Funding Source Charged	CMTLSPL-6053 (077)	75A0262	74A0319	FSP08-6053(075)	
Amount tested and Found Questionable in Finding 1	$544,778	$164,729	$86,589	$43,562	$839,658
Untested amount billed during audit period	$0	$1,002,617 ✓	$120,947	$60,002	$1,183,566 ✓
Total Questioned Cost	$544,778	$1,167,346 ✓	$207,536	$103,564	$2,023,224 ✓

Attachment II - Contract Administration

	Federally Funded			State Funded		
Contract Awardee	Advantec	Republic Electric	Albert Grover Associates	HDR Engineers	KOA Corporation	San Bernardino Real Estate Services
Contract Number	09-179	06-056	04-010	07-102	08-014	09-065
Funding Source Charged	CMTLSPL-6053-077	CMLG-6053-054	CMLG-6053-054	75A0262	74A0319	TCRP-6053-051
Amount Reimbursed during audit period	$544,778 *	$11,612	$28,650	$164,729 *	$86,589 *	$116,383
Criteria	49 CFR 18.36(b)(2)	49 CFR 18.36(b)(2) LAPM Chapter 16	49 CFR 18.36(b)(2) 49 CFR 18.20(b)(5) SANBAG Policy 11000 Section IX.A.1	49 CFR 18.36(b)(2)	49 CFR 18.36(b)(2)	49 CFR 18.36(b)(2) 49 CFR 18.20(b)(5) LAPM Chapter 10

** This amount was identified in Finding 1.*

Total not included in finding 1 was $156,645, including $40,262 for federally funded projects and $116,383 for State funded projects.

Attachment III - Missing Contract Provisions

Required Contract Provisions and Applicable Criteria	Remedies for Breach of Contract (>$100,000)	Termination for Cause or Convenience (>$10,000)	Access to Records (audit)	Record Retention	Fiscal Provisions (CFRs: 49 part 18; 48 part 31)
	49 CFR 18.36(i)(1)	49 CFR 18.36(i)(2)	49 CFR 18.36(i)(10)	49 CFR 18.36(i)(11)	Article IV of the Master Agreement
08-145 Tyler Technologies, Inc.	Y	Y	N	N	N
06-043 Jacobs	Y	Y	Y	Y	N
C09-196 Skanska-Rados, A Joint Venture	N	N	N	N	N
C10005 Kinder Morgan (aka SFPP)	N	N	N	Y	N
95-065A-01 Real Estate Services	N	N	N	N	N

San Bernardino Associated Governments
Audit P1580-0013

Attachment IV
Regulating Criteria

2 CFR Part 225, Appendix A, Section C states in part, *"... To be allowable under Federal awards, costs must meet the following general criteria: ... j. Be adequately documented."*

2 CFR Part 225, Appendix B.9 states in part, *"Contributions to a contingency reserve or similar provision made events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening, are unallowable."*

49 CFR Part 18.20(b)(5) states in part, *"Applicable OMB cost principles, agency program regulations, and the terms of grant and subgrant agreements will be followed in determining the reasonableness, allowability, and allocability of costs."*

49 CFR Part 18.36(b)(1) states *"Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section."*

49 CFR Part 18.36(b)(2) states *"Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders."*

49 CFR 18.36(b)(9) states in part, *"Grantees ... will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."*

49 CFR Part 18.36(c)(1) states in part, *"Grantees and subgrantees will ensure that all prequalified lists of persons, firms or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. ..."*

49 CFR Part 18.36(d)(3)(i) states in part, *"Requests for proposals will be publicized and identify all evaluation factors and their relative importance..."*

49 CFR Part 18.36(f) states in part, *"Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or*

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change orders, unless price resonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation..."

49 CFR Part 18.36(f)(4) states, *"The cost plus percentage of cost and percentage of construction cost methods of contracting shall not be used."*

49 CFR Part 18.36(i) states in part, *"A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section... (1) Administrative, contractual or legal remedies in instances where contractors violate or breach contract terms... (2) Termination for cause or convenience... (10) Access by the grantee, ... or any of their duly authorized representatives to any books, documents, papers, and records of the contractor... (11) Retention of all required records for three years..."*

Article IV, Paragraph 17 of the Federal Master Agreement states in part, *"Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors ... shall not exceed rates authorized to be paid rank and file STATE employees..."*

The Department's Local Assistance Procedures Manual (LAPM) Chapter 10, page 10-24 states in part, *"The frequency and format of the invoices/progress payments are to be determined by the contract. ..."* See Attachment II for details of the exceptions in this area.

LAPM Chapter 16, Page 16-18 states in part, *"Any change in the work required which was not included in the contract must be covered by a contract change order. All change orders are to be approved by the administering agency in advance of any work being done on the change..."*

SANBAG's Contracting and Procurement Policy, Section VII.A.2.d states in part, *"SANBAG will maintain a control record as RFP packets are distributed indicating the date and time of distribution..."*

SANBAG's Contracting and Procurement Policy, Section IX.A.1 states in part, *"In those instances where it has been determined that professional services are required beyond the term of the existing contract, the standard practice shall be for the contract to be reviewed prior to the end of the contract performance period and assessed relative to (1)the scope and continued need for the function performed, (2) the adequacy of performance under the contract, and (3) other terms and conditions of the agreement. ..."*

Common contract law prohibits amending an expired contract.

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Attachment V - List of Agreements inlcuded in Audit Period

Agreement Number	Federal or State Funding	Participating Costs
STPLN-6053(037)	Federal	2,204.64
TCRP-6053(051)	State	14,641,236.59
CMLG-6053(054)	Federal	1,050,920.85
TCRP-6053(055)	State	3,277,125.86
HP21LN-6053(057)	Federal	108,446.92
CMLN-6053(059)	Federal	569,009.88
CMLN-6053(060)	Federal	3,103,585.57
STPLN-6053(063)	Federal	422,881.86
CML-6053(065)	Federal	1,141,036.13
STPLNER-6053(067)	Federal	8,262.60
CML-6053(071)	Federal	270,935.00
CMLN-6053(072)	Federal	10,203,620.86
FSP08-6053(075)	State	1,557,308.97
PPM09-6053(076)	State	1,200,000.00
CMTLSPL-6053(077)	Federal	544,777.88
CMLG-6053(078)	Federal	2,462.54
FSP09-6053(079)	State	39,796.15
75A0262	State	1,167,346.21
74A0319	State	256,139.70
75GS6106	State	5,297,409.38
TCRP 06-059	State	2,895,128.86
	Total	47,759,636.45

ATTACHMENT 2

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

July 12, 2012

Zilan Chen, Chief
External Audits-Local Governments
Audits and Investigations
California Department of Transportation
P.O. Box 942874
MS-2
Sacramento, California 94274-0001

SUBJECT: INCURRED COST AUDIT, P-1580-0013

Dear Ms. Chen:

San Bernardino Associated Governments (SANBAG) submits this formal response to the Incurred Cost Audit performed by the California Department of Transportation (Caltrans) dated March 14, 2012, as revised.

As identified in the referenced report, Caltrans Audits and Investigations audited costs claimed by SANBAG totaling $47,759,636 from the period of July 1, 2008 to December 31, 2009. Based on Caltrans conclusions, it was determined that $37,467,349 was supported and in compliance with agreement provisions and $2,179,869 was not adequately supported and was not in compliance with agreement provisions, and State and federal regulations. According to the report, with respect to the additional $8,112,419 of consulting and professional service costs procured by SANBAG using the Requests for Proposal (RFP) process, Caltrans could not express an opinion as to whether the costs were in compliance with federal procurement regulations.

SANBAG acknowledges that certain procurement processes were not in place in 2009. Since 2009, SANBAG has made significant changes to the contracts and procurement area, which has strengthened its procurement practices. Specifically, SANBAG has brought in a Contracts Manager and a full-time Contract Administrator to provide oversight, guidance and training to SANBAG staff relative to procurement. Existing procurement policies are being strictly enforced by the contracts staff, additions and modifications to procurement policies and procedures have been put in place, and SANBAG has updated all of its contract templates to bring the documents current with State and federal regulations.

Attachment: BRD1209c2-ws

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SANBAG has committed the necessary resources to address the deficiencies noted in the report and provides the following responses to the findings.

Finding 1 – Improper Procurement Practices- SANBAG did not follow procurement practices, as required by Title 49, Code of Federal Regulations (CFR) Part 18.36 and the Master Agreements between SANBAG and Caltrans.

Recommendation – SANBAG should take the following corrective actions:

- Ensure proper procurement procedures are followed in accordance with 49 CFR Part 18.36, Master Agreements between SANBAG and Caltrans, and SANBAG's written procurement procedures.
- Seek training for management and staff in proper procurement practices.
- Maintain adequate documentation to support proper procurement procedures.
- Review billing records to determine the amount of costs associated with the contracts identified in the report billed outside our audit period.
- Assess similar procurement transactions for compliance and identify any other questionable costs.
- Provide Caltrans with a plan for and the results of the review and assessment within a reasonable amount of time.

SANBAG Response –

- With the addition of SANBAG's Contracts Manager and Contract Administrator, SANBAG has specific staff dedicated to ensure that procurement policies and procedures are being followed.
- SANBAG has conducted several procurement-training sessions with management and staff and will continue to do so on a regular basis. A procurement manual is being developed as a resource for all staff and is anticipated to be completed in early 2013.
- A contract file process has been implemented whereby staff has specific information of what must be included in the contract file which when completed is audited by the Contract Administrator.
- SANBAG will provide Caltrans with a written plan that identifies the process that will be used to review the billing records, and other procurement transactions for compliance. The plan will be submitted to Caltrans for review prior to the implementation of the audit. Upon completion of the audit, SANBAG will prepare a written report indicating the findings of the audit, which will be submitted to Caltrans by a date mutually agreed to by SANBAG and Caltrans.

Finding 2 -- Contract Administration Needs Improvement- SANBAG did not maintain a contract administration system to ensure consultants perform in accordance with the terms, conditions and specification of their contracts and purchase orders.

Recommendation - SANBAG should take the following corrective actions:

- Ensure that staff assigned as contract managers have knowledge of contract terms, and ensure contractor work is complete, accurate and consistent with terms, conditions and specifications of the contract.
- Train staff who engage in contract management functions on the applicable standards and ensure the standards are followed.
- Document contract management policies and procedures in writing.
- Assess and review other invoices billed under the contracts to identify other questionable costs.

SANBAG Response –

- With the additional support from the Contract Administrator as well as additional staff training, we believe that the contract (project) managers will have the training and resources to effectively manage the contracts according to the terms and conditions of those contracts.
- A procurement manual is currently in process, which will document all procurement policies and procedures. Upon completion, training will be conducted regularly for all SANBAG staff who manage contracts.
- Currently, SANBAG is soliciting proposals for on-call audit support that will be available to assist SANBAG in reviewing invoices for correct payment. The contract for the audit services will be in place by September.

Finding 3 – Missing Contract Provisions – SANBAG did not include contract provisions in five contracts audited.

Recommendation – SANBAG should take the following actions:

- SANBAG shall ensure that all contracts and/or consultant agreements contain the contract provisions required by the Master Agreements and 49 CFR Part 18.

SANBAG Response –

- In 2011, SANBAG revised and updated all contract templates to include appropriate contract provisions required by the Master Agreements and 49 CFR Part 18. SANBAG regularly reviews the contract documents and will continue to update them as appropriate. For contracts that were let prior to 2011 and are being amended, staff is reviewing them on a case-by-case basis to see if they require updating to include requisite contract provisions.

Finding 4 -- Unclear Contracting and Procurement Policies, Procedures and Guidance – SANBAG's Contracting and Procurement Policy 11000 dated December 3, 2008, lacked clear guidance to ensure that the Federal Uniform Administrative Requirements set forth in 49 CFR Part 18 are followed in procurement transactions.

Recommendation – SANBAG should take the following actions:

- Revise the Contracting and Procurement Policy and Major Projects Program Contract Negotiations Guidelines to ensure they meet the minimum standards set forth in 49 CFR Part 18.36 and Local Assistance Procedures Manual, Chapter 10.
- Revise the Contract Negotiations Guidelines Policy so that it provides useful guidance for staff, and eliminates artificial limitations for consultant/contractor overhead rates.
- Train staff who engage in procurement transactions to ensure applicable State and federal requirements, as well as SANBAG's own policies are followed.

SANBAG Response –

SANBAG's Policy 11000 is undergoing review and as early as this August, SANBAG will be taking several modifications to SANBAG's Board of Directors (Board) for approval of those changes. The Board will also consider staff's request to rescind the Major Projects Program Contract Negotiations Guidelines in August. Staff will then prepare Contract Negotiations Guidelines for all of SANBAG and will supplement the guidelines with additional training.

Conclusion –

SANBAG acknowledges that its procurement practices were in need of strengthening at the time that Caltrans conducted this review. Since then, SANBAG has aggressively addressed those areas that were noted in the report. In 2010, SANBAG hired a Contracts Manager with extensive public agency experience to review existing procurement policies and practices. A comprehensive review was conducted by the Contracts Manager who has; revised

SANBAG's contract and procurement templates to ensure compliance with State and federal requirements and inclusion of evaluation criteria weighting; conducted multiple staff training sessions regarding procurements; and completed a major revision of the RFP evaluation process which includes control logs, consistent score sheets, and all other relevant evaluation documentation.

In 2012, SANBAG added and hired a new Contract Administrator to assist the Contract Manager in managing the contracts and procurement area and to ensure consistent application of SANBAG's Contracts and Procurement Policy. The Contract Administrator is also responsible for managing the RFP evaluation process to ensure consistent application of SANBAG's procurement policies.

Other improvements that are on-going include: implementation of a centralized procurement filing system; and expanding SANBAG's process regarding the advertisement of the procurement in newspapers and trade journals to include all formal procurements. SANBAG has already developed an internal filing system of all contract documents which will be centrally located and maintained by limited SANBAG staff. Also, SANBAG is in the process of awarding an Audit contract to assist SANBAG in pre-award and post-award audits of Architectural & Engineering procurements. A continual review of SANBAG's Procurement Policies and Procedures is under way with initial modifications to the SANBAG Contracts and Procurement Policy being presented to a Board committee beginning this month and continuing throughout the next 12 months. A Procurement Manual will be created incorporating all changes approved by SANBAG's Board of Directors. Completion date of the Procurement Manual is early 2013. In the next few weeks, SANBAG will be submitting to you a detailed plan in which to address the audit of the contracts noted in the report and the timelines in which we anticipate completing that review, as noted above under SANBAG's response to Finding #1.

SANBAG appreciates the opportunity to respond to this report and identify where we have made significant improvements since 2010. We are committed to improving all of our business practices as required under State and federal guidelines.

Please contact me should you have any questions.

Sincerely,

Raymond W. Wolfe, Ph.D.
SANBAG Executive Director

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*		Julie McIntyre	Vacant (J. Williams)	R. McEachron
		Vacant (Mike Leonard)	Vacant (E. Scott)	Vacant (A. Wapner)
		Ray Musser		

*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.

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 West Valley L. Dennis Michael, Rancho Cucamonga (Chair - PPC) Ed Graham, Chino Hills Gary Ovitt, Supervisor East Valley Pat Morris, San Bernardino* (Chair - CRTC) Richard Riddell, Yucaipa (Chair – MPC) Neil Derry, Supervisor Mountain/Desert Julie McIntyre, Barstow (Chair - MDC) Jim Harris, Twentynine Palms Brad Mitzelfelt, Supervisor	6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013
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
Contracting Process In July 2012, the SANBAG Board President appointed this ad hoc committee to strengthen SANBAG's procurement policies and procedures.	Reviews SANBAG's contracting policies and procedures and makes recommendations to improve them.	Michael Tahan, Fontana - Chair Dennis Yates, Chino Alan Wapner, Ontario Walt Stanckiewicz, Grand Terrace Julie McIntyre, Barstow
Bylaws In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's bylaws and recommend changes to strengthen SANBAG's corporate governance	Reviews SANBAG's bylaws and make recommendations to the Board on any necessary changes.	Rhodes "Dusty" Rigsby, Loma Linda - Chair Pat Morris, San Bernardino Mike Leonard, Hesperia Larry McCallon, Highland
Budget Process In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG's budget to elected officials and the general public.	Reviews SANBAG's budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.	Pete Aguilar, Redlands - Chair Kevin Ryan - Principal Transportation Planner, City of Fontana Sam Racadio – Council Member, City of Highland Mike Podegracz, P.E. – City Manager, City of Hesperia

SANBAG Policy Committee Membership

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 5 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 Policy Committee Membership

SANBAG Technical Advisory Committees

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

SANBAG Acronym List

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments

Governments
SANBAG
Working Together

MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning

- Develop an accessible, efficient, multi-modal transportation system

- Strengthen economic development efforts

- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996