

## **AGENDA**

### **Major Projects Committee**

**September 13, 2012**

**9:00 a.m.**

#### **Location:**

**SANBAG Offices**

***The Super Chief Room***

**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor**

**San Bernardino, CA 92410**

#### **Major Projects Committee Membership**

##### **Chair**

Dick Riddell, Mayor  
City of Yucaipa

Dennis Yates, Mayor  
City of Chino

Alan Wapner, Council Member  
City of Ontario

##### **Vice-Chair**

Michael Tahan, Council Member  
City of Fontana

Ed Graham, Council Member  
City of Chino Hills

L. Dennis Michael, Mayor  
City of Rancho Cucamonga

Sarah Zamora, Mayor  
City of Colton

Pete Aguilar, Mayor  
City of Redlands

Neil Derry, Supervisor  
County of San Bernardino

Walt Stanckiewicz, Mayor  
City of Grand Terrace

Ed Scott, Mayor Pro Tem  
City of Rialto

Josie Gonzales, Supervisor  
County of San Bernardino

Larry McCallon, Mayor  
City of Highland

Pat Morris, Mayor  
City of San Bernardino

Gary Ovitt, Supervisor  
County of San Bernardino

Rhodes "Dusty" Rigsby, Mayor  
City of Loma Linda

Ray Musser, Mayor  
City of Upland

Janice Rutherford, Supervisor  
County of San Bernardino

Paul M. Eaton, Mayor  
City of Montclair



*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.*



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

**Major Projects Committee**  
**September 13, 2012**  
**9:00 a.m.**

**LOCATION:**  
**Santa Fe Depot**  
*The Super Chief Room*

1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino

CALL TO ORDER – 9:00 a.m.  
(Meeting chaired by Mayor Dick Riddell.)

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

**1. Possible Conflict of Interest Issues for the SANBAG Major Projects Meeting of September 13, 2012. Pg. 14**

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

**Consent Calendar**

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

**2. Major Projects Attendance Roster Pg. 18**

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

***Notes/Action***

3. **Construction Contract Change Orders to on-going SANBAG Construction Contracts with Skanska/Rados Joint Venture, Diversified Landscaping Company, Brutoco Engineering and Construction, Inc. and Skanska.** Pg. 22

Review and ratify change orders. **Paula Beauchamp**

## **Discussion Calendar**

### **Transportation Fund Administration**

4. **Amendment to the Trade Corridors Improvement Fund (TCIF) Project Baseline Agreements for Palm Avenue, Glen Helen Parkway, South Milliken Avenue, and Vineyard Avenue Grade Separation Projects** Pg. 24

That the Committee recommend the Board of Directors:

1. Approve Amendment No. 1 to the Trade Corridors Improvement Fund Project Baseline Agreement C09021 with the California Transportation Commission, California Transportation Department, and the City of San Bernardino for the Palm Avenue Grade Separation Project to update the estimated project cost and the project implementation schedule.

2. Approve Amendment No. 2 to the Trade Corridors Improvement Fund Project Baseline Agreement C09020 with the California Transportation Commission, California Transportation Department,, and the County of San Bernardino for the Glen Helen Parkway Grade Separation Project to update the estimated project cost and the project implementation schedule.

3. Approve Amendment No. 2 to the Trade Corridors Improvement Fund Project Baseline Agreement C09016 with the California Transportation Commission, California Transportation Department,, and the City of Ontario for the South Milliken Avenue Grade Separation Project to update the estimated project cost and the project implementation schedule.

4. Approve Amendment No. 1 to the Trade Corridors Improvement Fund Project Baseline Agreement C09018 with the California Transportation Commission, California Transportation Department,, and the City of Ontario for the Vineyard Avenue Grade Separation Project to update the estimated project cost and the project implementation schedule.

5. Authorize the Executive Director to execute Amendments including technical and administrative changes that may be necessary following California Transportation Commission staff review. Should any policy issues arise, the Executive Director will consult with Board Officers. **Philip Chu**

**Project Delivery**

**5. I-10 and I-15 Corridor Improvement Projects Public Outreach Pg. 50**

Receive information regarding the formation of Community Advisory Groups (CAGs) for the I-10 and I-15 Corridor Improvement Projects.

**Jane Dreher**

**6. Major Projects Quarterly Project Status Briefing Pg. 52**

Receive the Major Projects Quarterly Project Status Briefing

**Paula Beauchamp**

**7. Hearing to Consider Resolution of Necessity for Properties for the Palm Avenue Grade Separation Project Pg. 54**

That the Committee recommend the Board acting as the San Bernardino County Transportation Commission:

1. Conduct public hearings to consider condemnation of real property required for the Palm Avenue Grade Separation project in the City of San Bernardino and the County of San Bernardino, and

2. Adopt the attached Resolution of Necessity No. 13-023 authorizing condemnation of the S.B. Universal Self Storage, LLC Parcel APN 0266-021-17, 18, 32, and 39 declaring the following (2/3<sup>rd</sup> majority vote required):

- a. The public interest and necessity require the project.
- b. The project is planned or 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.

3. Adopt the attached Resolution of Necessity No. 13-024 authorizing condemnation of the Van Valkenburgh Investments LLC Parcel APN 0266-021-43 declaring the following (2/3<sup>rd</sup> majority vote required):

- a. The public interest and necessity require the project.
- b. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

**Agenda Item 7 – 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.
4. Adopt the attached Resolution of Necessity No. 13-025 authorizing condemnation of the CalMat Land Company Parcel APN 0262-051-29 declaring the following (2/3<sup>rd</sup> majority vote required):
- a. The public interest and necessity require the project.
  - b. The project is planned or 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.
5. Adopt the attached Resolution of Necessity No. 13-026 authorizing condemnation of the Palm Avenue SB LLC Parcel APN 0266-041-62 declaring the following (2/3<sup>rd</sup> majority vote required):
- a. The public interest and necessity require the project.
  - b. The project is planned or 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.
6. Adopt the attached Resolution of Necessity No. 13-027 authorizing condemnation of the Gaelle II, LLC Parcel APN 0266-041-69 declaring the following (2/3<sup>rd</sup> majority vote required):

**Agenda Item 7 – Continued**

- a. The public interest and necessity require the project.
- b. The project is planned or 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.

7. Adopt the attached Resolution of Necessity No. 13-028 authorizing condemnation of the Gurbax R. and Rajni Marwah Trustees of the Marwah Family Trust Parcel APN 0266-041-70 declaring the following (2/3<sup>rd</sup> majority vote required):

- a. The public interest and necessity require the project.
- b. The project is planned or 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**

**8. Construction and Maintenance Agreement for Palm Avenue Grade Separation**

**Pg. 150**

That the Committee recommend the Board approve Contract No. C13018 with BNSF Railway Company (BNSF) and the City of San Bernardino for construction and maintenance of the Palm Avenue Grade Separation in which San Bernardino Associated Governments will pay BNSF \$900,000 in 2010-2040 Measure I Valley Major Streets Bond funds for railroad work and flagging and inspection costs and easements, including a 10% contingency and will receive a contribution of \$689,710.00 from BNSF towards the overall project cost. **Paula Beauchamp**

**9. Palm Avenue Grade Separation Project**

**Pg. 211**

That the Committee recommend the Board:

1. Approve Award of Contract No. C12240 with Vali Cooper & Associates, Inc. for Construction Management services for the Palm Avenue Grade Separation Project in an amount not-to-exceed \$1,940,000.
2. Approve a contingency amount for Contract No. C12240 of \$194,000 and authorize the Executive Director or designee to release contingency as necessary for the project. **Michael Barnum**

**10. Laurel Street Grade Separation Project**

**Pg. 251**

That the Committee Recommend the Board:

1. Approve Award of Contract No. C13012 with Athalye Consulting Engineering Services, Inc. for Construction Management services for the Laurel Street Grade Separation Project in an amount not-to-exceed \$4,995,000.
2. Approve a contingency amount for Contract No. C13012 of \$499,500 and authorize the Executive Director or designee to release contingency as necessary for the project. **Michael Barnum**

**11. Hearing to Consider Resolution of Necessity for Parcels for the Laurel Street Grade Separation Project in the City of Colton.**

**Pg. 292**

That the Committee recommend the Board, acting as the County Transportation Commission:

1. Conduct public hearings to consider condemnation of real property required for the Laurel Street Grade Separation project (Project) in the City Colton, and
2. Adopt the attached Resolution of Necessity No. 13-029 authorizing condemnation of the Colton Industrial Park, LP, Assessor's Parcel Number APN 0160-241-11 declaring the following (2/3<sup>rd</sup> 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.

**Agenda Item 11 – Continued**

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

3. Adopt the attached Resolution of Necessity No. 13-030 authorizing condemnation of the R.J. & R. property, APNs 0160-241-56 and 0160-241-59, declaring the following (2/3<sup>rd</sup> 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.

4. Adopt the attached Resolution of Necessity No. 13-031 authorizing condemnation of the Thomas Hayward property, APNs 0160-241-57 and 0160-241-58, declaring the following (2/3<sup>rd</sup> 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.

6. Adopt the attached Resolution of Necessity No. 13-033 authorizing condemnation of the Williams Furnace property, APN 0161-061-39, declaring the following (2/3<sup>rd</sup> 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.

**Agenda Item 11 – 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.
7. Adopt the attached Resolution of Necessity No. 13-034 authorizing condemnation of the Ernesto & Ivelisse Alcala property, APN 0161-081-10, declaring the following (2/3<sup>rd</sup> 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.
8. Adopt the attached Resolution of Necessity No. 13-035 authorizing condemnation of the 7 Dolphins property, APN 0161-091-21, declaring the following (2/3<sup>rd</sup> 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. **Khalil Saba**

12. **Revised Funding Summary No. 3 for Cooperative Agreement No. C12189 with the California Department of Transportation (Caltrans) for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project.** Pg. 403

That the Committee recommend the Board approve revised Funding Summary No. 3 for Cooperative Agreement No. C12189 with California Department of Transportation (Caltrans) for the I-215 Bi-County High Occupancy Vehicle (HOV) Gap Closure Project. **Khalil Saba**

13. **SR210 Freeway Segment 11 Landscaping** Pg. 411

That the Committee recommend the Board:

1. Approve of the SR210 Freeway Segment 11 Landscaping Project Plans, Specifications, and Estimates package; and
2. Authorize the advertisement and release of Invitation for Bids C13002 to obtain construction bids for the SR210 Freeway Segment 11 Landscaping project; and
3. Authorize Staff to proceed directly to the Board without prior Major Projects Policy Committee approval for the award of Construction Contract No. C13002. **Paula Beauchamp**

14. **Right-of-Way Appraisals and Acquisitions for the Interstate 15/Interstate 215(I-15/I-215) Devore Interchange Reconstruction Project** Pg. 413

That the Committee recommend the Board:

1. Approve appraisals and just compensation on properties needed for the I-15/ I-215 Devore Interchange Reconstruction Project listed in Attachment "A" ("Properties") of this agenda item, copies of which are on file with the Director of Project Delivery.
2. Authorize acquisition of the Properties in a not-to-exceed aggregate total of \$165,000, increasing the total allowance for property acquisitions for the project to \$16,330,000.
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 No. 40004 (reference: Administrative Settlement Policy No. 34507). Property owners: Atkinson, Topeka, and Santa Fe Railroad, Union Pacific Railroad, and BNSF Railway. **Paula Beauchamp**

**15. Measure I Valley Freeway Interchange Project Delivery Initiative**

Pg. 417

That the SANBAG Board, acting as the San Bernardino County Transportation Authority:

1) Authorize SANBAG staff to draft Baseline Agreements for all phases, and Cooperative Agreements for current phases, for the following interchanges on the Measure I 2010-2040 Strategic Plan interchange priority list: I-10/Cedar (County); SR-210/Baseline (Highland); SR-60/Central (Chino); I-10/University (Redlands); I-215/University (City of San Bernardino); I-10/Alabama (County and Redlands); I-15/Baseline (Rancho Cucamonga); SR-60/Archibald (Ontario); I-10/Monte Vista (Montclair); and I-10/Pepper (Colton).

2) Authorize SANBAG staff to develop draft amendments to Measure I Strategic Plan policies for the Valley Freeway Interchange Program to allow for a “toolbox” of options for loans of Measure I dollars to cover a portion of the local share of interchange costs. These policy amendments would be structured based on the funding principles described in this agenda item and would be considered for approval at a subsequent Major Projects Committee meeting and by the SANBAG Board. Individual local share loans would be based on those policies, with approval of individual loan agreements required from the SANBAG Board, following a case-by-case analysis of the feasibility, risks, and potential impacts of each loan. Loan terms and conditions would be documented in a loan agreement between SANBAG and the jurisdiction obtaining the loan. Loan options recommended for policy development include:

- 1) Loans from a jurisdiction’s Measure I Local Street Program funds (No bonding)
- 2) Loans from a jurisdiction’s arterial portion of Measure I Major Street Program funds (No bonding)
- 3) Combination of 1 and 2
- 4) Short-term cash loan from SANBAG
- 5) Bonding against a jurisdiction’s Local Street Program funds

3) Authorize SANBAG staff to develop a scope of work to analyze a phasing program for the Measure I 2010-2040 Valley Freeway Interchange Program and to bring the scope of work back to the Major Projects Committee and SANBAG Board for subsequent approval.  
**Steve Smith**

**16. Cooperative Agreement with the City of Highland for the Feasibility Study for improvement of the existing SR-210/Highland Avenue interchange and construction of a proposed SR-210/Victoria Avenue Interchange Pg. 430**

That the Committee recommend the Board:

1) Approve Cooperative Agreement No. C13024 with the City of Highland with a not-to-exceed amount of \$100,000 for San Bernardino Associated Governments management of a Feasibility Study for the improvement of the SR-210/Highland interchange and construction of a proposed SR-210/Victoria Avenue interchange.

2) Approve a Fiscal Year 2012-2013 budget amendment increasing Task No. 0404 Subregional Transportation Planning in the amount of \$100,000, funded from a City of Highland contribution of \$100,000 for a new task total of \$1,192,886. **Steve Smith**

**Public Comments**

**Additional Items from Committee Members**

**Director's Comments**

**Brief Comments by General Public**

**Additional Information**

**Acronym Listing**

**Pg. 442**

**ADJOURNMENT**

**The Next Major Projects Committee Meeting:**

**October 11, 2012**

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

## Meeting Procedures and Rules of Conduct

### **Meeting Procedures**

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

### **Accessibility**

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

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

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

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

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

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

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

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

**Disruptive Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

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

**Basic Agenda Item Discussion.**

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

**The Vote as specified in the SANBAG Bylaws.**

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

**Amendment or Substitute Motion.**

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

**Call for the Question.**

- At times, a member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

**The Chair.**

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

**Courtesy and Decorum.**

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

*Adopted By SANBAG Board of Directors January 2008*



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

*Minute Action*

AGENDA ITEM 1

**Date:** September 13, 2012

**Subject:** Information Relative to Possible Conflict of Interest

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

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

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

\*

*Approved*  
 Major Projects Committee

*Date:* September 13, 2012

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

COG	CTC	X	CTA	X	SAFE	CMA	
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Check all that apply.  
 MPC1209z-gc

3-A (Cont.)	C09196		Cleveland Wrecking CMC Fontana Steel D C Hubbs Dywidag-Systems Int. Elmore Pipe Jacking Foundation Pile Inc. Gerco Contracting Giken America Corp. Robert B. Longway Malcolm Drilling Co, Inc. Merli Concrete Pumping Modern Alloy MSL Electric Inc. Olivas Drilling Pacific Restoration Group Penhall Pomeroy Reycon Construction, Inc. Southwest V-ditch Statewide Safety & Sign Steve Bubalo Construction Valley Concrete Placing, Inc. VP Vertical Earthwork
3-B	C11169	Diversified Landscape Company <i>Vicki Moraliz</i>	Global Environmental T.E. Roberts Crosstown Electrical & Data
3-C	C12036	Brutoco Engineering and Construction, Inc. <i>Michael Murphy</i>	All American Asphalt Alcorn Fence ACL Construction Cooper Engineering Coffman Specialties Sully Miller

3-C (Cont.)			Diversified Landscape Griffith Company Castle Walls Integrity Rebar CP Construction KEC Engineering Cal Stripe
3-D	C11184	Skanska <i>Tim Wilson</i>	Ace Fence Company Anderson Drilling Empire Steel J P Striping Inc. J.V. Land Clearing Marina Landscape, Inc. MSL Electric Municon Consultants Reycon Construction Inc. Statewide Safety & Signs Tipco Engineering
7	<u>APN#</u> 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	<u>Property Owners:</u> 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

8	C13018	BNSF Railway Company <i>Melvin Thomas</i>	None
9	C12240	Vali Cooper & Associates, Inc. <i>Agnes Weber</i>	Converse Consultants David Evans & Associates, Inc. Hernandez, Kroone & Associates Meadows Consulting Westbound Communication
10	C13012	Athalye Consulting Engineering Services, Inc. <i>David Tiberi</i>	HDR Towill, Inc. Group Delta Consultants Arellano Associates
11	<u>APN#</u> 0160-241-11 0160-241-56 0160-241-59 0160-241-57 0160-241-58 0161-061-39 0161-081-10 0161-091-21	<u>Property Owners:</u> Colton Industrial Park, LP R.J. & R. Partnership  Thomas Hayward  Williams Furnace Mr. Ernesto & Mrs. Ivelisse Alcala 7 Dolphins Properties, LLC	None
14	<u>APN#</u> 0349-174-07  0349-191-09  0349-181-23	Atkinson, Topeka and Santa Fe Railroad  Union Pacific Railroad  BNSF Railroad	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.

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

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

X = Member attended meeting.  
mpcatt2012.doc

Empty box = Member did not attend meeting

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

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

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

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

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

X = Member attended meeting.  
mpcatt2011.doc

Empty box = Member did not attend meeting

Shaded box = Not a member at the time.

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

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

X = Member attended meeting.  
mpcatt2011.doc

Empty box = Member did not attend meeting

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Page 2 of 2



- 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 13, 2012

**Subject:** Construction Contract Change Orders to on-going SANBAG Construction Contracts with Skanska/Rados Joint Venture, Diversified Landscaping Company, Brutoco Engineering and Construction, Inc. and Skanska.

**Recommendation:** Review and ratify change orders.

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

- A. Contract Number (CN) C09196 with Skanska/Rados Joint Venture for construction of the I-215 Segments 1 and 2 project: CCO No. 1 Supplement No. 5 (\$250,000.00 increase of additional funds for maintaining roadways for the convenience of public traffic in accordance with the Standard Specifications and the Contract Special Provisions); CCO No. 5 Supplement No. 4 (\$95,000.00 increase of additional funds for maintaining or repairing existing and temporary electrical systems in accordance with the Standard Specifications); CCO No. 10 Supplement No. 3 (\$10,000.00 increase of additional funds for potholing for utilities and other facilities in accordance with the Standard Specifications); CCO No. 18 Supplement No. 5 (\$125,000.00 increase of additional funds for repair of roadway as directed by the Engineer); CCO No. 33 Supplement No. 2 (\$52,501.94 increase of additional funds for revisions to Drainage Systems 101 and 102); CCO No. 34 Supplement No. 2 (\$95,000.00 increase of additional funds for revisions to Drainage Systems 17 and 19);

*Approved*  
*Major Projects Committee*

*Date:* September 13, 2012

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

COG	CTC	X	CTA	X	SAFE	CMA
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*Check all that apply.*  
 MPC1209a-tk

- CCO No. 109 Supplement No. 1 (\$15,346.41 increase for additional modifications to street lighting for the 5<sup>th</sup> Street southbound exit ramp) and CCO No. 115 (no cost change to allow the contractor to use an alternative anchorage system for bridge mounted signs as approved by Caltrans Sign Structure Specialist).
- B. CN 11169 with Diversified Landscape Company for the SR-210 Segment 9 landscaping project: CCO No. 5 (\$52,064.20 increase to compensate the contractor for burying a portion of the irrigation system originally designed to be placed on-grade, as requested by Caltrans) and CCO No. 8 (no cost change to revise the rock grading specification for Rock Blanket due to shortage of rock grading as specified in the contract specifications).
  - C. CN C12036 with Brutoco Engineering and Construction, Inc. for the I-10 Citrus Avenue Interchange project: CCO No. 6 (\$20,000.00 increase for maintenance of existing and temporary electrical systems as per the contract Special Provisions).
  - D. CN C11184 with Skanska for the Hunts Lane Grade Separation project: CCO No. 1 (\$1,100.00 decrease for modifications to under-sidewalk drains as requested by the City of San Bernardino); CCO No. 2 (\$6,423.00 increase for temporary asphalt sidewalk to provide safe pedestrian travel during construction) and CCO No. 10 (\$16,438.80 increase for adjustment in wall thickness of 60" jacked casing from .75" to .781" as required by UPRR).

**Financial Impact:** This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. Task No. 0838, Task No. 0824, Task No. 826 and Task No. 0870.

**Reviewed By:** This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee.

**Responsible Staff:** Garry Cohoe, Director of Project Delivery



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

*Minute Action*

AGENDA ITEM: 4

**Date:** September 13, 2012

**Subject:** Amendment to the Trade Corridors Improvement Fund (TCIF) Project Baseline Agreements for Palm Avenue, Glen Helen Parkway, South Milliken Avenue, and Vineyard Avenue Grade Separation Projects

**Recommendation:\*** That the Committee recommend the Board of Directors:

1. Approve Amendment No. 1 to the Trade Corridors Improvement Fund Project Baseline Agreement C09021 with the California Transportation Commission, California Transportation Department, and the City of San Bernardino for the Palm Avenue Grade Separation Project to update the estimated project cost and the project implementation schedule.

2. Approve Amendment No. 2 to the Trade Corridors Improvement Fund Project Baseline Agreement C09020 with the California Transportation Commission, California Transportation Department,, and the County of San Bernardino for the Glen Helen Parkway Grade Separation Project to update the estimated project cost and the project implementation schedule.

3. Approve Amendment No. 2 to the Trade Corridors Improvement Fund Project Baseline Agreement C09016 with the California Transportation Commission, California Transportation Department,, and the City of Ontario for the South Milliken Avenue Grade Separation Project to update the estimated project cost and the project implementation schedule.

\*

*Approved  
 Major Projects Committee*

*Date:* September 13, 2012

*Moved:* *Second:*

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

*Witnessed:* \_\_\_\_\_

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

MPC1209a-pc

Attachments: C09021-01; C09020-02; C09016-02; C09018-01

4. Approve Amendment No. 1 to the Trade Corridors Improvement Fund Project Baseline Agreement C09018 with the California Transportation Commission, California Transportation Department,, and the City of Ontario for the Vineyard Avenue Grade Separation Project to update the estimated project cost and the project implementation schedule.

5. Authorize the Executive Director to execute Amendments including technical and administrative changes that may be necessary following California Transportation Commission staff review. Should any policy issues arise, the Executive Director will consult with Board Officers.

***Background:***

On September 3, 2008, the SANBAG Board approved a total of 11 Trade Corridors Improvement Fund (TCIF) Project Baseline Agreements with the California Transportation Commission (CTC), California Transportation Department (Caltrans) and local sponsors for 11 projects. The adopted TCIF program guidelines require the nominating agencies to provide executed Project Baseline Agreements that commit to full funding of the projects and define the delivery schedule, scope, and expected performance. The TCIF program guidelines also require a Project Baseline Agreement Amendment to be executed if the funding arrangements and/or delivery schedule, scope, and expected performance benefits are modified. Once these Project Baseline Agreement Amendments are approved by the SANBAG Board and local sponsors, they are forwarded to the Southern California Consensus Group for concurrence, and finally to the CTC for approval.

**Recommendation 1: Palm Avenue Grade Separation**

The Palm Avenue Grade Separation Project Baseline Agreement Amendment changes the delivery schedule and updates the total project cost from \$35.176M to \$26.398M. At the time when the original baseline agreement was executed, the project was in the preliminary project development phase; however, until selection of a preferred alternative and completion of sufficient design to confirm right-of-way (ROW) requirements, an updated cost for the project was not able to be determined. This updated cost reflects the selected alternative and is consistent with the current design optimization efforts and bid prices. While the final alignment selected impacts more ROW and has resulted in a cost increase for that phase, it has resulted in a lower construction cost, which translates to an overall lower total project cost.

The project was originally funded with only State and local funds. Subsequent to the start of the project, a federal grant for the project was obtained; however, the additional federal funds required federal

environmental clearance and additional resource agency coordination. The result of this additional effort was that final environmental clearance for the project was not obtained until July 2011. This delay in the environmental clearance also delayed the federal authorization to begin ROW activities. The ROW certification is anticipated in January 2013, and the construction award milestone is scheduled for June 2013, which is well ahead of the TCIF construction deadline of December 2013. The construction completion date is June 2015. Staff recommends approval of the TCIF Baseline Agreement Amendment as attached with changes to project cost, funding, and schedule.

Recommendation 2: Glen Helen Parkway Grade Separation

The Glen Helen Parkway Grade Separation Project Baseline Agreement Amendment No. 2 changes the delivery schedule and updates the total project cost from \$29.568M to \$28.785M.

The Glen Helen Grade Separation Project has had two distinct events that triggered schedule and project cost changes. The first event was the discovery of a Kangaroo Rat habitat on the project site, and the other event involved input from the public. These events, which occurred during the environmental phase, resulted in a significant delay to environmental approval and caused revisions to the project design and ROW requirements. The original Baseline Agreement was amended, per SANBAG Board approval in December 2010, to account for this delay.

Design and ROW are nearing completion and the project is expected to be ready for a CTC construction allocation in October 2012. This Baseline Agreement Amendment is required to reflect the current project schedule and cost estimate prior to allocation. Staff recommends approval of the TCIF Baseline Agreement Amendment No. 2 as attached with changes to project cost, funding, and schedule.

Recommendation 3: South Milliken Avenue Grade Separation

The South Milliken Avenue Grade Separation Project Baseline Agreement Amendment No. 2 changes the delivery schedule and updates the total project cost from \$79.224M to \$76.816M. The project has had two distinct events that triggered schedule and project cost changes. The first event was the negotiations with Union Pacific Railroad on the preferred rail-highway configuration. This event delayed the environmental completion date, and the original Baseline Agreement was amended, per SANBAG Board approval in January 2010, to account for this delay.

Additionally, during the review of 35% PS&E plan submittal, a modification to the preferred alternative configuration was evaluated that would potentially decrease the overall construction cost and provide favorable intersection operation. The evaluation yielded construction cost savings, however, resulted in a resubmittal of the 35% plans and pushed the completion of the design phase (ready to list milestone) from the Baseline Agreement Amendment milestone date of February 2012, to March 2013; at this time 65% PS&E plans have been completed for the project. The ROW certification is anticipated in February 2013, and the construction award milestone is schedule for July 2013, which is well ahead of the TCIF construction deadline of December 2013. The construction completion date is September 2016. Staff recommends approval of the TCIF Baseline Agreement Amendment No. 2 as attached with changes to project cost, funding, and schedule.

Recommendation 4: Vineyard Avenue Grade Separation

The Vineyard Ave Grade Separation Project Baseline Agreement Amendment changes the delivery schedule and updates the total project cost from \$43.789M to \$51.795M. The project has had two distinct events that triggered schedule and project cost changes. The first event was the negotiations with Union Pacific Railroad on the preferred rail-highway configuration. This event delayed the environmental completion date from the original baseline agreement milestone of December 2009 to June 2010.

The second event was a permit delay from the Los Angeles World Airports (LAWA). During preparation of the 35% PS&E plan submittal, the City of Ontario and Consultant had to obtain a Right of Entry permit for geotechnical borings on LAWA within the project site. The permit review process by LAWA took over seven months. Furthermore, the City experienced additional delays due to an active lawsuit between LAWA and Aero Ontario (developer of the Pacific Gateway Cargo Center located at the southwest corner of the project site). The lawsuit was eventually settled and the grade separation project was able to move forward.

These two events pushed the completion of the design phase (ready to list milestone) from the original baseline agreement date of December 2011, to March 2013. At this time the project has 65% PS&E plans completed and the begin construction milestone is scheduled for July 2012. Staff recommends approval of the TCIF Baseline Agreement amendment as attached with changes to project cost, funding and schedule.

Railroad contributions:

According to California Streets and Highways Code Section 2450 and Public Utilities Code (PUC) Section 1202.5 the railroads are to contribute up to ten percent of the project cost for projects with state funds. 23 US Code 130(b) indicates the railroads are to contribute up to five percent of the project cost for projects with federal funds.

While the railroads are required to make a contribution, often that percentage amount is not calculated on the entire cost of the project. Usually railroads only contribute their percentage to the portion of the project that goes directly over the train tracks or the ROW of the railroad. Typically, the five or ten percent of the total cost paid by the railroads equates to only three or seven percent of the total cost of the project.

All four projects are in the process of negotiation with the railroad on their contribution share. The amounts shown in the TCIF Baseline Agreement Amendments are current estimates subject to change according to the final construction and maintenance agreements with the railroad.

***Financial Impact:***

This item is consistent with the approved SANBAG Fiscal Year 2012/2013 budget, Task No. 0881, 0869, 0874, 0876.

***Reviewed By:***

This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and drafts of the Contract Amendments.

***Responsible Staff:***

Philip Chu, Transportation Programming Analyst

## CONTRACT SUMMARY SHEET

Contract No. C 09021 Amendment No. 01

By and Between

California Transportation Commission, Caltrans and City of San Bernardino

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

<b>Board of Director's Meeting Date:</b> 10/3/2012 <b>Overview of BOD Action:</b> Approve Amendment #1 to TCIF Baseline Agreement for Palm Ave Road Grade Separation Project C09021-01
<b>Is this a Sole-Source procurement?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

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

<b>Contract Start Date</b> 9/3/2008	<b>Current Contract Expiration Date</b> 6/30/2014	<b>Revised Contract Expiration Date</b> 9/1/2015
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. Contract expiration date extended		

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

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

<u>Andrea Zureick</u> Task Manager (Print Name)	<u>Andrea Zureick</u> Signature	<u>9/6/12</u> Date
<u>[Signature]</u> ← Project Manager (Print Name)	<u>PHILIP CHU</u> Signature	<u>9/5/12</u> Date
<u>Jeffery Hill</u> Contracts Manager (Print Name)	<u>[Signature]</u> Signature	<u>9/6/12</u> Date
<u>WILLIAM STAMRSKI</u> Chief Financial Officer Signature (Print Name)	<u>[Signature]</u> Signature	<u>9/7/12</u> Date

**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 Palm Avenue Grade Separation Project.

The Project Baseline Agreement provision for the Palm Avenue Grade Separation Project, effective on September 1, 2008, made by and between the California Transportation Commission, the California Department of Transportation, the City of San Bernardino, and San Bernardino Associated Governments remains in effect except for the following sections:

**4.1 Project Schedule and Cost**

See Project Programming Request Form, attached as Exhibit A.

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California Department of Transportation  
Malcolm Dougherty, Director

---

California Transportation Commission  
Bimla Rhinehart, Executive Director

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City of San Bernardino  
Andrea Travis-Miller, Acting City Manager

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San Bernardino Associated Governments  
Raymond Wolfe, Executive Director

APPROVED TO AS FORM:

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Eileen Monaghan Teichert, SANBAG General Counsel

**Exhibit A**

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

**Print**

**PROJECT PROGRAMMING REQUEST**

DTP-0001 (REV. 6/11)

*General Instructions*

<input type="checkbox"/> New Project		<input checked="" type="checkbox"/> Amendment (Existing Project)			Date:	05/10/12
District	EA	Project ID	PPNO	MPO ID	TCRP No.	
8	925175L		1134	200850		
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		
Dennis Saylor		909-884-8276		dsaylor@sanbag.ca.gov		
<b>Project Title</b>						
ACE: Palm Avenue Railroad Grade Separation						
<b>Location, Project Limits, Description, Scope of Work, Legislative Description</b>						
Near the city of San Bernardino. Construct grade separation for BNSF/UPRR lines at Palm Avenue (TCIF 63).						
<b>Component</b>	<b>Implementing Agency</b>				<b>Reimbursements</b>	
PA&ED	San Bernardino Associated Governments (SANBAG)					
PS&E	San Bernardino Associated Governments (SANBAG)					
Right of Way	San Bernardino Associated Governments (SANBAG)					
Construction	San Bernardino Associated Governments (SANBAG)					
<b>Legislative Districts</b>						
Assembly: 63			Senate: 32			
Congressional: 43						
<b>Purpose and Need</b>						
Palm Ave is a major east-west arterial that carries approximately 5,300 vehicles per day. The estimated 94 freight and two passenger trains that cross Palm Ave every day create substantial traffic delays and disrupt access to a developing industrial/warehouse area nearby. Separating the railroad crossing from Palm Ave will mitigate community impacts of goods movement and provide more reliable access to warehouse and truck facilities.						
<b>Project Benefits</b>						
<b>Project Milestone</b>					<b>Existing</b>	<b>Proposed</b>
Project Study Report Approved						
Begin Environmental (PA&ED) Phase					07/01/08	
Circulate Draft Environmental Document			Document Type	CE/CE		NEPA CE
Draft Project Report					06/30/09	
End Environmental Phase (PA&ED Milestone)					12/30/09	07/31/11
Begin Design (PS&E) Phase					01/01/10	
End Design Phase (Ready to List for Advertisement Milestone)					06/30/12	01/15/13
Begin Right of Way Phase					07/01/10	09/24/11
End Right of Way Phase (Right of Way Certification Milestone)					06/30/12	01/15/13
Begin Construction Phase (Contract Award Milestone)					07/01/12	06/01/13
End Construction Phase (Construction Contract Acceptance Milestone)					12/30/13	06/30/15
Begin Closeout Phase					01/01/14	07/01/15
End Closeout Phase (Closeout Report)					06/30/14	09/01/15

**PROJECT PROGRAMMING REQUEST**

DTP-0001 (REV. 6/11)

Date: 05/10/12

District	County	Route	EA	Project ID	PPNO	TCRP No.
8	SBD		925175L		1134	

**Project Title:** ACE Palm Avenue 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)	750							750	San Bernardino Associated
PS&E	2,000							2,000	San Bernardino Associated
R/W SUP (CT)									
CON SUP (CT)									
R/W	1,126							1,126	San Bernardino Associated
CON			31,300					31,300	San Bernardino Associated
<b>TOTAL</b>	<b>3,876</b>		<b>31,300</b>					<b>35,176</b>	

Proposed Total Project Cost									Implementing Agency
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	
E&P (PA&ED)	774							774	
PS&E	2,024							2,024	
R/W SUP (CT)									
CON SUP (CT)									
R/W			8,320					8,320	
CON				15,280				15,280	
<b>TOTAL</b>	<b>774</b>	<b>2,024</b>	<b>8,320</b>	<b>15,280</b>				<b>26,398</b>	

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			9,390					9,390	
<b>TOTAL</b>			<b>9,390</b>					<b>9,390</b>	

Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON				4,560				4,560	
<b>TOTAL</b>				<b>4,560</b>				<b>4,560</b>	

Fund No. 2:	Local Funds - Developer Fees (DEV)								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)									San Bernardino Associated Gov
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON			5,136					5,136	
<b>TOTAL</b>			<b>5,136</b>					<b>5,136</b>	

Proposed Funding									Notes
E&P (PA&ED)	113							113	
PS&E		296						296	
R/W SUP (CT)									
CON SUP (CT)									
R/W			1,215					1,215	
CON				1,917				1,917	
<b>TOTAL</b>	<b>113</b>	<b>296</b>	<b>1,215</b>	<b>1,917</b>				<b>3,541</b>	

Fund No. 3: Local Funds - Local Measure (MEA)									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)	750							750	San Bernardino Associated Gov
PS&E	2,000							2,000	
R/W SUP (CT)									
CON SUP (CT)									
R/W	1,126							1,126	
CON			16,774					16,774	
TOTAL	3,876		16,774					20,650	
Proposed Funding									Notes
E&P (PA&ED)	661							661	
PS&E		1,728						1,728	
R/W SUP (CT)									
CON SUP (CT)									
R/W			2,805					2,805	
CON				3,289				3,289	
TOTAL	661	1,728	2,805	3,289				8,483	

Fund No. 4: Congestion Management Air Quality (CMAQ)									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									SANBAG CMAQ
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W			4,300					4,300	
CON									
TOTAL			4,300					4,300	

Fund No. 5: BNSF RR Contribution									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)									BNSF Private
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON				550				550	
TOTAL				550				550	
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON				550				550	
TOTAL				550				550	

Fund No. 6:		SAFETEA-LU DEMO							Program Code	
<b>Existing Funding</b>										
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency	
E&P (PA&ED)									Federal Demo Fund SAFETEA-LU	
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON										
TOTAL										
<b>Proposed Funding</b>										
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Notes	
E&P (PA&ED)										
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON				1,600				1,600		
TOTAL				1,600				1,600		
<b>Proposed Funding</b>										
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Notes	
E&P (PA&ED)									PNRS savings from Hunts Lane	
PS&E										
R/W SUP (CT)										
CON SUP (CT)										
R/W										
CON				3,364				3,364		
TOTAL				3,364				3,364		



## CONTRACT SUMMARY SHEET

Contract No. C 09020 Amendment No. 02

By and Between

California Transportation Commission, Caltrans and County of San Bernardino

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

<b>Board of Director's Meeting Date:</b> 10/3/2012	
<b>Overview of BOD Action:</b> Approve Amendment #2 to TCIF Baseline Agreement for Glen Helen Parkway Grade Separation Project C09020-02	
<b>Is this a Sole-Source procurement?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

<b>Contract Start Date</b> 9/3/2008	<b>Current Contract Expiration Date</b> 3/1/2014	<b>Revised Contract Expiration Date</b> 3/11/2016
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. Contract expiration date extended		

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

CONTRACT MANAGEMENT INFORMATION		
<b>Check all applicable boxes:</b>		
<input type="checkbox"/> Retention? If yes, indicate % _____.		
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ % <input type="checkbox"/> Underutilized DBE (UDBE) Goal _____ %		
<u>Andrea Zureick</u> Task Manager (Print Name)	<u>Andrea Zureick</u> Signature	<u>9/6/12</u> Date
<u>PHILIP CHU</u> Project Manager (Print Name)	<u>[Signature]</u> Signature	<u>9/5/12</u> Date
<u>Jeffery Hsu</u> Contracts Manager (Print Name)	<u>[Signature]</u> Signature	<u>[Date]</u> Date
<u>WILLIAM STAWARSKI</u> Chief Financial Officer Signature (Print Name)	<u>[Signature]</u> Signature	<u>9/7/12</u> Date

**TRADE CORRIDORS IMPROVEMENT FUND  
PROJECT BASELINE AGREEMENT AMENDMENT #2**

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 Glen Helen Parkway Grade Separation Project.

The Project Baseline Agreement provision for the Glen Helen Parkway Grade Separation Project, effective on September 1, 2008 made by and between the California Transportation Commission, the California Department of Transportation, the County of San Bernardino, and San Bernardino Associated Governments remains 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  
Birmla Rhinehart, Executive Director

---

County of San Bernardino  
Josie Gonzales, Board of Supervisors Chair

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San Bernardino Associated Governments  
Raymond Wolfe, Executive Director

**APPROVED TO AS FORM:**

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Eileen Monaghan Teichert, SANBAG General Counsel

Exhibit A



**2008 Project Programming Request**  
(Project Information)

General Instructions

<input type="checkbox"/> New Project		<input checked="" type="checkbox"/> Amendment (Existing Project)		Date:	08/20/12
Caltrans District	EA	PPNO	MPO ID	TCRP No.	
08			200806	N/A	
County	Route/Corridor	Project Sponsor/Lead Agency	MPO	Element	
SBD		SANBAG	SCAG	MT	
<b>Project Title</b>					
Glen Helen Pkwy Railroad Grade Separation					
PM Bk	PM Ahd	Project Mgr/Contact	Phone	E-mail Address	
		Chris Saed	909-387-7877	csaed@dpw.sbcounty.gov	
<b>Location, Project Limits, Description, Scope of Work, Legislative Description</b>					
In the County of San Bernardino, on Glen Helen Pkwy at UPRR and BNSF, construct grade separation (highway over rail).					
Component	Implementing Agency	AB 3090	Letter of No Prejudice		
PA&ED	County of San Bernardino	<input type="checkbox"/>	<input type="checkbox"/>		
PS&E	County of San Bernardino	<input type="checkbox"/>	<input type="checkbox"/>		
Right of Way	County of San Bernardino	<input type="checkbox"/>	<input type="checkbox"/>		
Construction	County of San Bernardino	<input type="checkbox"/>	<input type="checkbox"/>		
<b>Legislative Districts</b>					
Assembly: 63		Senate: 31, 32			
Congressional: 26, 43					
<b>Purpose and Need</b>					
Glen Helen Pkwy connects I-15 and I-215 and carries approximately 5,600 vehicles per day, although that substantially increase during special events at Glen Helen Regional Park and San Manuel Amphitheater (formerly Hyundai Pavilion), which holds 65,000 people. In addition, it is a detour alternative to the Devore Interchange during construction or emergencies. The estimated 94 freight and two passenger trains that cross Glen Helen Pkwy every day create substantial traffic delays and provide a physical impediment to passenger and truck mobility in this developing area. Separating the railroad crossing from Glen Helen Pkwy will mitigate community impacts of goods movement.					
<b>Project Benefits</b>					
Railroad grade separations increase travel reliability on major roadways for both the community and truck traffic, improve air quality, and eliminate potential conflicts between vehicular and train traffic, which all act to mitigate the impact of freight movement on communities. This grade separation will eliminate gate down time totaling 6.6 hours per day in 2030 and is estimated to reduce 371 daily vehicle hours of delay in 2030.					
<b>Project Milestone</b>					<b>Date</b>
Project Study Report Approved					N/A
Begin Environmental (PA&ED) Phase					06/01/06
Circulate Draft Environmental Document				Document Type	N/A
Draft Project Report					06/30/08
End Environmental Phase (PA&ED Milestone)					04/19/10
Begin Design (PS&E) Phase					04/01/09
End Design Phase (Ready to List for Advertisement Milestone)					01/31/12
Begin Right of Way Phase					04/20/10
End Right of Way Phase (Right of Way Certification Milestone)					01/31/12
Begin Construction Phase (Contract Award Milestone)					04/01/12
End Construction Phase (Construction Contract Acceptance Milestone)					09/01/13
Begin Closeout Phase					09/02/13
End Closeout Phase (Closeout Report)					03/01/14

10/01/2012  
11/15/2012  
04/05/2013  
08/22/2014  
11/23/2015  
03/11/2016



## 2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 08/20/12

County	CT District	PPNO	TCRP Project No.	EA
SBD	08	0	NA	0
<b>Project Title:</b> Glen Helen Plw y Railroad Grade Separation				

Existing Total Project Cost									Implementing Agency	
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total		
E&P (PA&ED)	0	0	0	0	0	0	0	0		
PS&E	2,650	0	0	0	0	0	0	2,650		
R/W SUP (CT)	0	0	0	0	0	0	0	0		
CON SUP (CT)	0	0	0	0	0	0	0	0		
R/W	0	0	6,700	0	0	0	0	5,700		
CON	0	0	0	0	21,218	0	0	21,218		
<b>TOTAL</b>	<b>2,650</b>	<b>0</b>	<b>5,700</b>	<b>0</b>	<b>21,218</b>	<b>0</b>	<b>0</b>	<b>29,568</b>		
Proposed Total Project Cost									Implementing Agency	
E&P (PA&ED)	0	0	0	0	0	0	0	0		
PS&E	2,650	0	0	0	0	0	0	2,650		
R/W SUP (CT)	0	0	0	0	0	0	0	0		
CON SUP (CT)	0	0	0	0	0	0	0	0		
R/W	0	0	6,400	0	0	0	0	6,400		
CON	0	0	0	0	0	16,835	0	16,835		
<b>TOTAL</b>	<b>2,650</b>	<b>0</b>	<b>6,400</b>	<b>0</b>	<b>0</b>	<b>16,835</b>	<b>0</b>	<b>25,885</b>		

<b>Fund No. 1:</b>	<b>TCIF</b>	<b>Program Code</b>								
Existing Funding									Funding Agency	
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total		
E&P (PA&ED)	0	0	0	0	0	0	0	0		
PS&E	0	0	0	0	0	0	0	0		
R/W SUP (CT)	0	0	0	0	0	0	0	0		
CON SUP (CT)	0	0	0	0	0	0	0	0		
R/W	0	0	0	0	0	0	0	0		
CON	0	0	0	0	7,172	0	0	7,172		
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,172</b>	<b>0</b>	<b>0</b>	<b>7,172</b>		
Proposed Funding									Notes	
E&P (PA&ED)								0		Construction moved to FY 12/13
PS&E								0		
R/W SUP (CT)								0		
CON SUP (CT)								0		
R/W								0		
CON						7,172		7,172		
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,172</b>	<b>0</b>	<b>7,172</b>		

<b>Fund No. 2:</b>	<b>Development Impact fee</b>	<b>Program Code</b>								
Existing Funding									Funding Agency	
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total		
E&P (PA&ED)	0	0	0	0	0	0	0	0		
PS&E	0	0	0	0	0	0	0	0		
R/W SUP (CT)	0	0	0	0	0	0	0	0		
CON SUP (CT)	0	0	0	0	0	0	0	0		
R/W	0	0	1,585	0	0	0	0	1,585		
CON	0	0	0	0	7,469	0	0	7,469		
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>1,585</b>	<b>0</b>	<b>7,469</b>	<b>0</b>	<b>0</b>	<b>9,054</b>		
Proposed Funding									Notes	
E&P (PA&ED)								0		
PS&E	737							737		
R/W SUP (CT)								0		
CON SUP (CT)								0		
R/W			1,779					1,779		
CON						4,104		4,104		
<b>TOTAL</b>	<b>737</b>	<b>0</b>	<b>1,779</b>	<b>0</b>	<b>0</b>	<b>4,104</b>	<b>0</b>	<b>6,620</b>		

Fund No. 3:		SANBAG Measure I							Program Code	
Existing Funding										
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency	
E&P (PA&ED)	0	0	0	0	0	0	0	0		
PS&E	2,650	0	0	0	0	0	0	2,650		
R/W SUP (CT)	0	0	0	0	0	0	0	0		
CON SUP (CT)	0	0	0	0	0	0	0	0		
R/W	0	0	4,115	0	0	0	0	4,115		
CON	0	0	0	0	6,577	0	0	6,577		
<b>TOTAL</b>	<b>2,650</b>	<b>0</b>	<b>4,115</b>	<b>0</b>	<b>6,577</b>	<b>0</b>	<b>0</b>	<b>13,342</b>		
Proposed Funding										Notes
E&P (PA&ED)								0		
PS&E	1,913							1,913		
R/W SUP (CT)								0		
CON SUP (CT)								0		
R/W			4,621					4,621		
CON						3,489		3,489		
<b>TOTAL</b>	<b>1,913</b>	<b>0</b>	<b>4,621</b>	<b>0</b>	<b>0</b>	<b>3,489</b>	<b>0</b>	<b>10,023</b>		
Fund No. 4:		Railroad - BNSF RR							Program Code	
Existing Funding										
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency	
E&P (PA&ED)	0	0	0	0	0	0	0	0		
PS&E	0	0	0	0	0	0	0	0		
R/W SUP (CT)	0	0	0	0	0	0	0	0		
CON SUP (CT)	0	0	0	0	0	0	0	0		
R/W	0	0	0	0	0	0	0	0		
CON	0	0	0	0	0	0	0	0		
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		
Proposed Funding										Notes
E&P (PA&ED)								0	RR-BNSF	
PS&E								0		
R/W SUP (CT)								0		
CON SUP (CT)								0		
R/W								0		
CON						2,070		2,070		
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,070</b>	<b>0</b>	<b>2,070</b>		

## CONTRACT SUMMARY SHEET

Contract No. C 09016 Amendment No. 02

By and Between

California Transportation Commission, Caltrans and City of Ontario

**Contract Description** Baseline agreement serves 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:** 10/3/2012

**Overview of BOD Action:** Approve Amendment #2 to TCIF Baseline Agreement for South Milliken Avenue Road Grade Separation Project C09016-02

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

### CONTRACT OVERVIEW

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

<b>Contract Start Date</b> 9/3/2008	<b>Current Contract Expiration Date</b> 5/1/2016	<b>Revised Contract Expiration Date</b> 9/1/2016
--	---	---

Has the contract term been amended?  No  Yes - please explain.  
 Contract expiration date extended

### FINANCIAL INFORMATION

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

Federal Funds  State Funds  Local Funds  TDA Funds  Measure I Funds

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

NA- this is a scoping document only

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)  
PHILIP CHU  
 Project Manager (Print Name)  
Jeffery Hill  
 Contracts Manager (Print Name)  
WILLIAM STAWRSKI  
 Chief Financial Officer Signature (Print Name)

<u>Andrea Zureick</u> Signature	<u>9/6/12</u> Date
<u>[Signature]</u> Signature	<u>9/5/12</u> Date
<u>[Signature]</u> Signature	<u>9/6/12</u> Date
<u>[Signature]</u> Signature	<u>9/7/12</u> Date

**TRADE CORRIDORS IMPROVEMENT FUND  
PROJECT BASELINE AGREEMENT AMENDMENT #2**

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 South Milliken Avenue Grade Separation Project.

The Project Baseline Agreement provision for the South Milliken Avenue Grade Separation Project, effective on September 1, 2008, made by and between the California Transportation Commission, the California Department of Transportation, the City of Ontario, and San Bernardino Associated Governments remains 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  
Birmla Rhinehart, Executive Director

---

City of Ontario  
Chris Hughes, City Manager

---

San Bernardino Associated Governments  
Raymond Wolfe, Executive Director

APPROVED TO AS FORM:

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Eileen Monaghan Teichert, SANBAG General Counsel

**Exhibit A**

**2008 Project Programming Request  
(Project Information)**



*General Instructions*

<input type="checkbox"/> New Project		<input checked="" type="checkbox"/> Amendment (Existing Project)		Date:	06/07/12
Caltrans District	EA	PRNO	MPO ID	TCRP No.	
08			200405		
County	Route/Corridor	Project Sponsor/Lead Agency	MPO	Element	
SBD		City of Ontario	SCAG	MT	
<b>Project Title</b>					
South Milliken Ave Railroad Grade Separation at UP/Los Angeles					
PM Bk	PM Ahd	Project Mgr/Contact	Phone	E-mail Address	
		Tom Danna	909-395-2387	tdanna@ci.ontario.ca.us	
<b>Location, Project Limits, Description, Scope of Work, Legislative Description</b>					
In the City of Ontario along Alameda Corridor East, on Milliken Ave at UP/Los Angeles immediately north of Mission Blvd, construct grade separation.					
<b>Component</b>	<b>Implementing Agency</b>	<b>AB,3090</b>	<b>Letter of No Prejudice</b>		
PA&ED	Ontario	<input type="checkbox"/>	<input type="checkbox"/>		
PS&E	Ontario	<input type="checkbox"/>	<input type="checkbox"/>		
Right of Way	Ontario	<input type="checkbox"/>	<input type="checkbox"/>		
Construction	Ontario	<input type="checkbox"/>	<input type="checkbox"/>		
<b>Legislative Districts</b>					
Assembly:	61, 71	Senate:	31, 32		
Congressional:	43, 44				
<b>Purpose and Need</b>					
Milliken Ave is a north/south corridor east of Los Angeles/Ontario International Airport (ONT) running from SR-60 to I-10 and provides access to and from ONT (for both passenger traffic and cargo-related uses), and to Ontario's Foreign Trade Zone No. 50-1 (an extension of the Port of Long Beach's FTZ No. 50). It carries an estimated 19,500 vehicles per day (43,000 vpd by 2030), and heavy duty trucks are estimated to comprise 20 percent of daily traffic. Separating the railroad crossing from Milliken Ave, which is a key location along the Alameda Corridor East, will mitigate community impacts of goods movement and provide more reliable truck access to the logistics complex and the air cargo facilities at ONT.					
<b>Project Benefits</b>					
Railroad grade separations increase travel reliability on major roadways for both the community and truck traffic, improve air quality, and eliminate potential conflicts between vehicular and train traffic, which all act to mitigate the impact of freight movement on communities. This grade separation will eliminate gate down time totaling 2 hours per day in 2030 and is estimated to reduce 131 daily vehicle hours of delay in 2030.					
<b>Project Milestone</b>					<b>Date</b>
Project Study Report Approved					N/A
Begin Environmental (PA&ED) Phase					07/01/08
Circulate Draft Environmental Document					Document Type: N/A CEQA SE
Draft Project Report					07/01/09
End Environmental Phase (PA&ED Milestone)					06/15/10
Begin Design (PS&E) Phase					06/16/10
End Design Phase (Ready to List for Advertisement Milestone)					02/01/12
Begin Right of Way Phase					01/31/11
End Right of Way Phase (Right of Way Certification Milestone)					01/31/13
Begin Construction Phase (Contract Award Milestone)					04/01/13
End Construction Phase (Construction Contract Acceptance Milestone)					10/01/15
Begin Closeout Phase					11/01/15
End Closeout Phase (Closeout Report)					05/01/16

06/25/2010  
06/16/2010  
03/07/2013  
07/01/2011  
03/07/2013  
07/18/2013  
01/01/2016  
02/01/2016  
09/01/2016



## 2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 06/07/12

County	CT District	RPNO	TCRP Project No.	EA
SBD	08	0	0	0
<b>Project Title:</b> South Milliken Ave Railroad Grade Separation at UPLos Angeles				

Existing Total Project Cost									Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)	750	0	0	0	0	0	0	750	
PS&E	0	0	0	4,195	0	0	0	4,195	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	7,309	0	0	0	7,309	
CON	0	0	0	0	0	66,970	0	66,970	
<b>TOTAL</b>	<b>750</b>	<b>0</b>	<b>0</b>	<b>11,504</b>	<b>0</b>	<b>66,970</b>	<b>0</b>	<b>79,224</b>	
Proposed Total Project Cost									Implementing Agency
E&P (PA&ED)	750	0	0	0	0	0	0	750	
PS&E	0	0	0	4,745	0	0	0	4,745	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	5,221	0	0	5,221	
CON	0	0	0	0	0	66,100	0	66,100	
<b>TOTAL</b>	<b>750</b>	<b>0</b>	<b>0</b>	<b>4,745</b>	<b>5,221</b>	<b>66,100</b>	<b>0</b>	<b>76,816</b>	

Fund No. 1:	<b>TCIF</b>	<b>Program Code</b>							
Existing Funding									Funding Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	14,521	0	14,521	
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,521</b>	<b>0</b>	<b>14,521</b>	
Proposed Funding									Notes
E&P (PA&ED)								0	
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON						14,521		14,521	
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,521</b>	<b>0</b>	<b>14,521</b>	

Fund No. 2:	<b>Developer Impact Fees (Local)</b>	<b>Program Code</b>							
Existing Funding									Funding Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	839	0	0	0	839	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	1,462	0	0	0	1,462	
CON	0	0	0	0	0	13,549	0	13,549	
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,301</b>	<b>0</b>	<b>13,549</b>	<b>0</b>	<b>15,850</b>	
Proposed Funding									Notes
E&P (PA&ED)	250							250	
PS&E				949				949	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W					1,044			1,044	
CON						12,433		12,433	
<b>TOTAL</b>	<b>250</b>	<b>0</b>	<b>0</b>	<b>949</b>	<b>1,044</b>	<b>12,433</b>	<b>0</b>	<b>14,676</b>	

Fund No. 3: SANBAG Measure 1 (Local)									Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)	750	0	0	0	0	0	0	750	
PS&E	0	0	0	3,356	0	0	0	3,356	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	5,847	0	0	0	5,847	
CON	0	0	0	0	0	38,900	0	38,900	
TOTAL	750	0	0	9,203	0	38,900	0	48,853	
Proposed Funding									Notes
E&P (PA&ED)	500							500	
PS&E				3,796				3,796	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W					4,177			4,177	
CON						17,656		17,656	
TOTAL	500	0	0	3,796	4,177	17,656	0	26,129	

Fund No. 4: Prop 1B SLPP-SBD Formula Share									Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	
Proposed Funding									Notes
E&P (PA&ED)								0	Prop 1B SLPP SBD Share
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON						17,655		17,655	
TOTAL	0	0	0	0	0	17,655	0	17,655	

Fund No. 5: Railroad - UPRR (Private)									Program Code
Existing Funding									
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
TOTAL	0	0	0	0	0	0	0	0	
Proposed Funding									Notes
E&P (PA&ED)								0	UPRR
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON						3,835		3,835	
TOTAL	0	0	0	0	0	3,835	0	3,835	



## CONTRACT SUMMARY SHEET

Contract No. C 09018 Amendment No. 01

By and Between

California Transportation Commission, Caltrans and City of Ontario

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

<b>Board of Director's Meeting Date:</b> 10/3/2012	
<b>Overview of BOD Action:</b> Approve Amendment #1 to TCIF Baseline Agreement for Vineyard Road Grade Separation Project C09018-01	
<b>Is this a Sole-Source procurement?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

<b>Contract Start Date</b> 9/3/2008	<b>Current Contract Expiration Date</b> 4/30/2015	<b>Revised Contract Expiration Date</b> 9/1/2015
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. Contract expiration date extended		

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

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

Andrea Zureick	Andrea Zureick	9/6/12
Task Manager (Print Name)	Signature	Date
PHILIP CHU	[Signature]	9/5/12
Project Manager (Print Name)	Signature	Date
Jeffery Hill	[Signature]	9/6/12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI	[Signature]	9/7/12
Chief Financial Officer Signature (Print Name)	Signature	Date

**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 Vineyard Avenue Grade Separation Project.

The Project Baseline Agreement provision for the Vineyard Avenue Grade Separation Project, effective on September 1, 2008, made by and between the California Transportation Commission, the California Department of Transportation, the City of Ontario, and San Bernardino Associated Governments remains 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  
Birmla Rhinehart, Executive Director

\_\_\_\_\_  
City of Ontario  
Chris Hughes, City Manager

\_\_\_\_\_  
San Bernardino Associated Governments  
Raymond Wolfe, Executive Director

**APPROVED TO AS FORM:**

\_\_\_\_\_  
Eileen Monaghan Teichert, SANBAG General Counsel

Exhibit A

2008 Project Programming Request  
(Project Information)



General Instructions

<input type="checkbox"/> New Project		<input checked="" type="checkbox"/> Amendment (Existing Project)		Date:	06/07/12
Caltrans District	EA	PPNO	MPO ID	TCRP No.	
08			200849		
County	Route/Corridor	Project Sponsor/Lead Agency	MPO	Element	
SBD		City of Ontario	SCAG	MT	
<b>Project Title</b>					
Vineyard Ave Railroad Grade Separation at UP/Alhambra					
PM Bk	PM Ahd	Project Mgr/Contact	Phone	E-mail Address	
		Tom Danna	909-395-2387	tdanna@ci.ontario.ca.us	
<b>Location, Project Limits, Description, Scope of Work, Legislative Description</b>					
In the City of Ontario along Alameda Corridor East, on Vineyard Ave at UP/Alhambra immediately south of Holt Blvd, construct grade separation.					
Component	Implementing Agency	AB 3090	Letter of No Prejudice		
PA&ED	Ontario	<input type="checkbox"/>	<input type="checkbox"/>		
PS&E	Ontario	<input type="checkbox"/>	<input type="checkbox"/>		
Right of Way	Ontario	<input type="checkbox"/>	<input type="checkbox"/>		
Construction	Ontario	<input type="checkbox"/>	<input type="checkbox"/>		
<b>Legislative Districts</b>					
Assembly: 61		Senate: 32			
Congressional: 43					
<b>Purpose and Need</b>					
Vineyard Ave is a north/south corridor north of Los Angeles/Ontario International Airport (ONT) running from I-10 to ONT and to Ontario's Foreign Trade Zone No. 50-1 (an extension of the Port of Long Beach's FTZ NO. 50). It carries an estimated 11,400 vehicles per day (25,200 vpd by 2030), and heavy duty trucks are estimated to comprise 20 percent of daily traffic. Separating the railroad crossing from Vineyard Ave, which is a key location along the Alameda Corridor East, will mitigate community impacts of goods movement and provide more reliable truck access to the logistics complex and the air cargo facilities at ONT.					
<b>Project Benefits</b>					
Railroad grade separations increase travel reliability on major roadways for both the community and truck traffic, improve air quality, and eliminate potential conflicts between vehicular and train traffic, which all act to mitigate the impact of freight movement on communities. This grade separation will eliminate gate down time totaling 2.4 hours per day in 2030 and is estimated to reduce 98 daily vehicle hours of delay in 2030.					
<b>Project Milestone</b>					<b>Date</b>
Project Study Report Approved					N/A
Begin Environmental (PA&ED) Phase					07/01/08
Circulate Draft Environmental Document					Document Type: N/A CEQA SE
Draft Project Report					01/01/09 07/01/2009
End Environmental Phase (PA&ED Milestone)					12/31/09 06/15/2010
Begin Design (PS&E) Phase					01/01/10 06/16/2010
End Design Phase (Ready to List for Advertisement Milestone)					12/31/11 03/07/2013
Begin Right of Way Phase					01/01/10 07/01/2011
End Right of Way Phase (Right of Way Certification Milestone)					06/30/12 03/07/2013
Begin Construction Phase (Contract Award Milestone)					12/01/12 07/18/2013
End Construction Phase (Construction Contract Acceptance Milestone)					12/31/14 02/01/2015
Begin Closeout Phase					01/01/15 03/01/2015
End Closeout Phase (Closeout Report)					04/30/15 09/01/2015



## 2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 06/07/12

County	CT District	PPNO	TCRP Project No.	EA
SBD	08	0	0	0
<b>Project Title:</b> Vineyard Ave Railroad Grade Separation at UP/Alhambra				

Existing Total Project Cost									Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)	750	0	0	0	0	0	0	750	
PS&E	0	0	2,000	0	0	0	0	2,000	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	8,402	0	0	0	0	8,402	
CON	0	0	0	0	0	32,637	0	32,637	
<b>TOTAL</b>	<b>750</b>	<b>0</b>	<b>10,402</b>	<b>0</b>	<b>0</b>	<b>32,637</b>	<b>0</b>	<b>43,789</b>	
Proposed Total Project Cost									
E&P (PA&ED)	750	0	0	0	0	0	0	750	
PS&E	0	0	3,045	0	0	0	0	3,045	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	600	0	0	600	
CON	0	0	0	0	0	47,400	0	47,400	
<b>TOTAL</b>	<b>750</b>	<b>0</b>	<b>3,045</b>	<b>0</b>	<b>600</b>	<b>47,400</b>	<b>0</b>	<b>51,795</b>	

Fund No. 1:	Trade Corridor Improvement Funds (TCIF)								Program Code
Existing Funding									Funding Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	6,884	0	6,884	
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,884</b>	<b>0</b>	<b>6,884</b>	
Proposed Funding									Notes
E&P (PA&ED)								0	
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON						6,884		6,884	
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,884</b>	<b>0</b>	<b>6,884</b>	

Fund No. 2:	Local Funds (Developer Impact Fees)								Program Code
Existing Funding									Funding Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	1,680	0	0	0	0	1,680	
CON	0	0	0	0	0	6,673	0	6,673	
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>1,680</b>	<b>0</b>	<b>0</b>	<b>6,673</b>	<b>0</b>	<b>8,353</b>	
Proposed Funding									Notes
E&P (PA&ED)	250							250	
PS&E			609					609	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W					120			120	
CON						8,737		8,737	
<b>TOTAL</b>	<b>250</b>	<b>0</b>	<b>609</b>	<b>0</b>	<b>120</b>	<b>8,737</b>	<b>0</b>	<b>9,716</b>	

Fund No. 3: SANBAG Measure I		Existing Funding							Program Code
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)	750	0	0	0	0	0	0	750	
PS&E	0	0	2,000	0	0	0	0	2,000	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	6,722	0	0	0	0	6,722	
CON	0	0	0	0	0	19,080	0	19,080	
<b>TOTAL</b>	<b>750</b>	<b>0</b>	<b>8,722</b>	<b>0</b>	<b>0</b>	<b>19,080</b>	<b>0</b>	<b>28,552</b>	
Proposed Funding									Notes
E&P (PA&ED)	500							500	
PS&E			2,436					2,436	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W					480			480	
CON						14,081		14,081	
<b>TOTAL</b>	<b>500</b>	<b>0</b>	<b>2,436</b>	<b>0</b>	<b>480</b>	<b>14,081</b>	<b>0</b>	<b>17,497</b>	
Fund No. 4: Prop 1B- State Local Partnership Program (SLPP)		Existing Funding							Program Code
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Proposed Funding									Notes
E&P (PA&ED)								0	SANBAG formula share SLPP
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON						14,080		14,080	
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,080</b>	<b>0</b>	<b>14,080</b>	
Fund No. 5: Union Pacific Railroad (UPRR)		Existing Funding							Program Code
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	0	0	0	0	0	
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Proposed Funding									Notes
E&P (PA&ED)								0	UPRR
PS&E								0	
R/W SUP (CT)								0	
CON SUP (CT)								0	
R/W								0	
CON						3,618		3,618	
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,618</b>	<b>0</b>	<b>3,618</b>	



- 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 13, 2012

**Subject:** I-10 and I-15 Corridor Improvement Projects Public Outreach

**Recommendation:**\* Receive information regarding the formation of Community Advisory Groups (CAGs) for the I-10 and I-15 Corridor Improvement Projects.

**Background:** The preliminary engineering and the Toll & Revenue Studies for the I-10 and I-15 Corridor Improvement projects are proceeding. In addition, the I-10 Corridor environmental studies for a High Occupancy Vehicle (HOV) and Express Lane alternative are also progressing. The I-10 Corridor Project spans from LA County Line to Redlands, while the I-15 Corridor Project spans from Riverside County Line to SR-395.

A major component of the on-going studies is the community relations and public outreach effort. As you are aware, our consultant recently conducted more than fifty (50) stakeholder interviews to document participant perspectives and understanding of Express Lanes and how those perspectives relate to the I-10 and I-15 corridors. Interview participants represented a wide spectrum of the community, including, but not limited to, members and representatives from the following stakeholder groups: elected officials (including SANBAG Board members), key local agency personnel, first responders, local committees (transportation, environmental, etc.), businesses, freight shippers/service providers, educational institutions, medical facilities, and community-based organizations. The consultant is currently developing a report that will summarize all of the interview observations and feedback.

To sustain public involvement throughout the development of the two corridor improvement projects, three (3) CAGs will be formed. Each CAG will include

\*

*Approved*  
*Major Projects Committee*

*Date:* September 13, 2012

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

local stakeholders who can provide project staff with community and civic-based perspectives on technical findings throughout the development of the studies. To ensure all geographic perspectives are represented, a CAG will be formed for the:

- (1) West end of the San Bernardino Valley;
- (2) East end of the San Bernardino Valley; and
- (3) Victor Valley area.

Because a CAG is composed of grass-roots interests from a variety of viewpoints – business, community, civic, and environmental – staff charged with developing the studies will have a unique and ongoing opportunity to obtain feedback from a broad cross section of involved citizens along the corridors. The CAGs will allow us to involve communities in an ongoing and meaningful way, as well as sustain public involvement throughout the development of the I-10 and I-15 corridor studies. CAGs are a proven approach to enhance public participation and will supplement the input received during the public meetings and public hearings that are open to the community at large.

We are currently reviewing our project database and local understanding of the stakeholders to identify potential CAG member candidates. CAGs usually have an average of fifteen (15) to twenty-five (25) members. We encourage all Board Members to contact Garry Cohoe, SANBAG Director of Project Delivery, if you have someone in mind who should be considered for CAG membership.

It is most advantageous to form the CAGs now, since the I-10 Corridor project's 30-day CEQA/NEPA public scoping period will start in mid-October 2012. During this period, the general public and participating agencies will have an opportunity to share their thoughts about what alternatives and environmental impacts should be studied as part of the CEQA/NEPA environmental impact evaluation. As part of the scoping process, two (2) public scoping meetings will be held in November 2012 to offer stakeholders additional opportunities to participate and learn about the project and discuss any relevant issues and concerns that should be considered. The public meetings also provide another means to identify potential CAG members.

A Board workshop is planned following the SANBAG Board meeting on December 5, 2012. Additional details on the CAGs, stakeholder interviews, and other public outreach tasks, along with a status of the studies being performed for these two corridors, will be presented at the workshop.

**Financial Impact:** This item does not have direct impact on the adopted budget.

**Reviewed By:** This item is also scheduled for review by the Mountain Desert Committee on September 21, 2012.

**Responsible Staff:** Jane Dreher, Public Information Officer



- 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 13, 2012

**Subject:** Major Projects Quarterly Project Status Briefing

**Recommendation:**\* Receive the Major Projects Quarterly Project Status Briefing

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

**1. Hunts Lane Grade Separation Project:** A construction contract for the Hunts Lane Grade Separation was awarded at the April 4, 2012 SANBAG Board meeting. This project will grade separate Hunts Lane and the UPRR tracks with a new bridge elevating Hunts Lane over the UPRR tracks and require the relocation of a number of utilities and some minor street reconfigurations. Construction started in June and will take about 2 years to complete.

**2. Completion of Interstate-10 (I-10)/Riverside Ave. Interchange Reconstruction:** Construction was substantially completed this quarter on this new nine lane bridge which carries Riverside Avenue over I-10. A landscaping project for the interchange has been started with completion scheduled for this fall. The landscape construction will be followed by a one year plant establishment period.

\*

	<p><i>Approved</i>  <i>Major Projects Committee</i></p> <p>Date: <u>September 13, 2012</u></p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG		CTC	X	CTA	X	SAFE		CMA	
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*Check all that apply.*

**3. Completion of State Route 60 (SR 60) Soundwall Project:** Construction of the SR 60 Soundwall project in the City of Chino was completed in June. This 1000 foot soundwall provides noise attenuation to the adjacent property owners. Construction was completed in about three months.

**Financial Impact:** No financial impact, information only.

**Reviewed By:** This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee.

**Responsible Staff:** Garry Cohoe, Director of Project Delivery



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

*Minute Action*

AGENDA ITEM: 7

**Date:** September 13, 2012

**Subject:** Hearing to Consider Resolution of Necessity for Properties for the Palm Avenue Grade Separation Project

**Recommendations:**\* That the Committee recommend the Board acting as the San Bernardino County Transportation Commission:

1. Conduct public hearings to consider condemnation of real property required for the Palm Avenue Grade Separation project in the City of San Bernardino and the County of San Bernardino, and
2. Adopt the attached Resolution of Necessity No. 13-023 authorizing condemnation of the S.B. Universal Self Storage, LLC Parcel APN 0266-021-17, 18, 32, and 39 declaring the following (2/3<sup>rd</sup> majority vote required):
  - a. The public interest and necessity require the project.
  - b. The project is planned or 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.

\*

*Approved*  
*Major Projects Committee*

*Date:* September 13, 2012

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

COG		CTC	X	CTA		SAFE		CMA	
-----	--	-----	---	-----	--	------	--	-----	--

*Check all that apply.*

MPC1209d-das

Attachment: RES 13-023; RES 13-024; RES 13-025; RES 13-026; RES 13-027; RES 13-028

- 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.
  3. Adopt the attached Resolution of Necessity No. 13-024 authorizing condemnation of the Van Valkenburgh Investments LLC Parcel APN 0266-021-43 declaring the following (2/3<sup>rd</sup> majority vote required):
    - a. The public interest and necessity require the project.
    - b. The project is planned or 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.
  4. Adopt the attached Resolution of Necessity No. 13-025 authorizing condemnation of the CalMat Land Company Parcel APN 0262-051-29 declaring the following (2/3<sup>rd</sup> majority vote required):
    - a. The public interest and necessity require the project.
    - b. The project is planned or 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.

5. Adopt the attached Resolution of Necessity No. 13-026 authorizing condemnation of the Palm Avenue SB LLC Parcel APN 0266-041-62 declaring the following (2/3<sup>rd</sup> majority vote required):

- a. The public interest and necessity require the project.
- b. The project is planned or 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.

6. Adopt the attached Resolution of Necessity No. 13-027 authorizing condemnation of the Gaelle II, LLC Parcel APN 0266-041-69 declaring the following (2/3<sup>rd</sup> majority vote required):

- a. The public interest and necessity require the project.
- b. The project is planned or 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.

7. Adopt the attached Resolution of Necessity No. 13-028 authorizing condemnation of the Gurbax R. and Rajni Marwah Trustees of the Marwah Family Trust Parcel APN 0266-041-70 declaring the following (2/3<sup>rd</sup> majority vote required):

- a. The public interest and necessity require the project.
- b. The project is planned or 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.

***Background:***

**Recommendation 1:** SANBAG has made steady progress towards the start of construction on the Palm Avenue Grade Separation. 100% Plans, Specifications, and Estimates will be submitted for final review and approval by the end of this year. 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, Overland, Pacific, and Cutler (OPC) sent offers to each property owner and some parcels are being acquired through negotiated sale. While SANBAG and OPC continue to negotiate with property owners of the subject parcels, not all parcels will be acquired through a negotiated sale. Negotiations with the property owners for the parcels listed in recommendations 2-7 have not been successful and 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. During the eminent domain process, SANBAG's Real Property Agent will continue to negotiate with the property owners in an attempt to reach a negotiated sale for the necessary property interests.

On September 5, 2012, the Board approved setting a public hearing for October 3, 2012, to consider adopting Resolutions of Necessity regarding the parcels listed in Exhibit "A" in the County of San Bernardino and the City of San Bernardino.

The adoption of the attached Resolutions 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.

**Recommendations 2 through 7:** There are five findings in the resolutions which need to be confirmed for each parcel to be acquired for the project. The issue of compensation value for these property interests is not addressed by these resolutions and is not to be considered at the hearings. The five findings are listed below:

1. The public interest and necessity require the project.

This project will increase safety and reduce traffic delay by grade separating Palm Avenue and the BNSF tracks.

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

The project is being constructed on an offset overhead alignment to minimize impacts caused by utility relocations; traffic staging issues; and overall project cost. The proposed design minimizes the property required, but includes: full takes, partial takes, and temporary easements.

3. The properties sought to be acquired are necessary for the project.

While some of the project is being constructed within existing right-of-way, the subject properties are needed to allow the construction of a new bridge and embankments, realigned local streets, slopes, retaining walls, drainage systems, and required utility relocations.

4. Offers required by Section 7267.2 of the Government Code have 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 S.B. Universal Self Storage, LLC parcel was made on March 6, 2012, the first offer for the Van Valkenburgh parcel was made on August 1, 2012, the first offer for the CalMat parcel was made on March 23, 2012, the first offer for the Palm Avenue SB LLC parcel was made on March 9, 2012, the first offer for the Gaelle parcel was made on March 5, 2012, and the first offer for the Marwah parcel was made on March 6, 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.

Upon completion of the project, SANBAG will transfer properties acquired for this project to the City of San Bernardino.

**Financial Impact:** This item does not impact the budget. Task No. 0874.

**Reviewed By:** This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. This item has been reviewed by SANBAG General Counsel.

**Responsible Staff:** Garry Cohoe, Director of Project Delivery

**RESOLUTION NO. 13-023**

**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. 0266-021-17, 18, 32, 39**

**WHEREAS**, the San Bernardino County Transportation Commission (the "Commission") is undertaking the Palm Avenue Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain portions of the property located on the Southwesterly corner of Palm Avenue and Kendall Drive in the City of San Bernardino, 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**, the real property required for the Project includes a roadway easement as legally described in Exhibit "A" and depicted in Exhibit "B" and located on the Southwesterly corner of Palm Avenue and Kendall Drive in the City of San Bernardino, 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 Southwesterly corner of Palm Avenue and Kendall Drive in the City of San Bernardino, 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 September 6, 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 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 October 3, 2012 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1<sup>st</sup> Floor, 1170 W. 3<sup>rd</sup> 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 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 October 3, 2012 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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**Janice Rutherford,**  
**President, SANBAG Board of Directors**

**ATTEST:**

---

**Vicki Watson,**  
**Clerk of the Board**

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# EXHIBIT "A"

LEGAL DESCRIPTION  
RIGHT OF WAY  
APN 0266-021-17, -18, -32

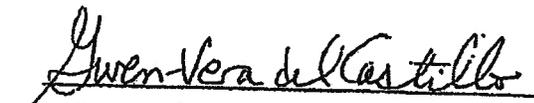
THAT PORTION OF GOVERNMENT LOT 37, RANCHO MUSCUIABE, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THOSE PORTIONS OF LOTS 4 AND 5 OF TRACT NO. 4250, IN SAID CITY, AS PER MAP RECORDED IN BOOK 53, PAGE 52 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF PALM AVENUE (44 FEET HALF WIDTH) AND THE SOUTHWESTERLY LINE OF SAID LOT 5; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE NORTH  $27^{\circ}16'35''$  EAST 403.69 FEET TO THE NORTHEAST CORNER OF SAID LOT 4, TRACT NO. 4250; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 4 NORTH  $62^{\circ}43'25''$  WEST 22.40 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH  $33^{\circ}05'13''$  WEST 173.95 FEET; THENCE SOUTH  $72^{\circ}11'17''$  WEST 66.78 FEET; THENCE NORTH  $42^{\circ}11'39''$  WEST 156.58 FEET; THENCE SOUTH  $69^{\circ}55'15''$  WEST 27.29 FEET TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED AS PARCEL 5 IN THE QUITCLAIM DEED TO S.B. UNIVERSAL SELF STORAGE LLC RECORDED NOVEMBER 30, 1999, AS DOCUMENT NO. 1999-0490718 OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG SAID SOUTHWESTERLY LINE AND THE SOUTHWESTERLY LINE OF SAID LOT 5, TRACT NO. 4250, SOUTH  $20^{\circ}04'45''$  EAST 214.71 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 680.67 FEET; THENCE SOUTHEASTERLY 119.26 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $10^{\circ}02'20''$  TO THE POINT OF BEGINNING.

CONTAINING 33, 320 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 16<sup>TH</sup> DAY OF NOVEMBER, 2011.



GWEN-VERA DEL CASTILLO, PLS 5108



# EXHIBIT "B"



**RANCHO  
MUSCUIABE  
M.B. 7/23**

DOC. NO.  
1999-0490718  
O.R.

APN  
0266-021-32  
PCL 5

POR.  
LOT 3

TRACT  
NO. 4250  
M.B. 53/52

LOT 4  
APN  
0266-021-17

LOT 5  
APN  
0266-021-18

CITY LIMITS CITY OF SAN BERNARDINO

UNINC SAN BERNARDINO CO.

N59°52'56"E  
(RAD)

P.O.B.

INDUSTRIAL  
PARKWAY

KENDALL DRIVE

NW LINE 5740/589 O.R.

NW LINE 5740/587 O.R.

PALM AVENUE

	BEARING	DISTANCE
1	S27° 16' 35" W	403.69'
2	S62° 43' 25" E	22.40'
3	N33° 05' 13" E	173.95'
4	S72° 11' 17" W	66.78'
5	N42° 11' 39" W	156.56'
6	S69° 55' 15" W	27.29'
7	S20° 04' 45" E	214.71'

	DELTA	RADIUS	LENGTH
8	10° 02' 20"	680.67'	119.26'

JOB #: 108-078  
DATE: 11-14-11  
SCALE: 1"=100'  
SHEET 1 OF 1

EXHIBIT "B"  
APN 0266-021-17, 18, 32  
RIGHT OF WAY

**COAST SURVEYING, INC.**  
15031 PARKWAY LOOP, SUITE B  
TUSTIN, CA 92780-6527 (714) 918-9266

EXHIBIT "C"

Faint, illegible text, possibly bleed-through from the reverse side of the page.

# EXHIBIT "C"

**TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
APN: 0266-021-17, 18, 32, 39**

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Palm Avenue Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the subject property will be maintained during construction.

LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
APN 0288-021-17, -18, -32, -39

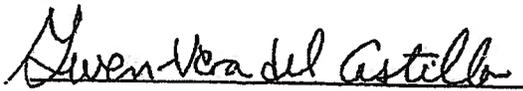
THAT PORTION OF GOVERNMENT LOT 37, RANCHO MUSCUIABE, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THOSE PORTIONS OF LOTS 3, 4 AND 5 OF TRACT NO. 4250, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 53, PAGE 52 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID LOT 3 AND THE NORTHWESTERLY RIGHT OF WAY LINE OF PALM AVENUE (88 FEET WIDE); THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE NORTH 27°16'35" EAST 10.84 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY NORTH 62°43'25" WEST 36.00 FEET; THENCE SOUTH 32°58'31" WEST 168.67 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 4; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 62°43'25" WEST 173.25 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 4; THENCE SOUTH 69°55'16" WEST 11.48 FEET; THENCE SOUTH 42°11'39" EAST 156.58 FEET; THENCE NORTH 72°11'17" EAST 66.78 FEET; THENCE NORTH 33°05'11" EAST 173.95 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 3; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 62°43'25" EAST 22.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,793 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 16<sup>TH</sup> DAY OF NOVEMBER, 2011.



GWEN-VERA DEL CASTILLO, PLS 5108



SECRET

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D. C. 20535

TO: DIRECTOR, FBI (100-441100)  
FROM: SAC, NEW YORK (100-100000) (P)  
SUBJECT: [Illegible]

[Illegible typed text]

COPIES TO: [Illegible]

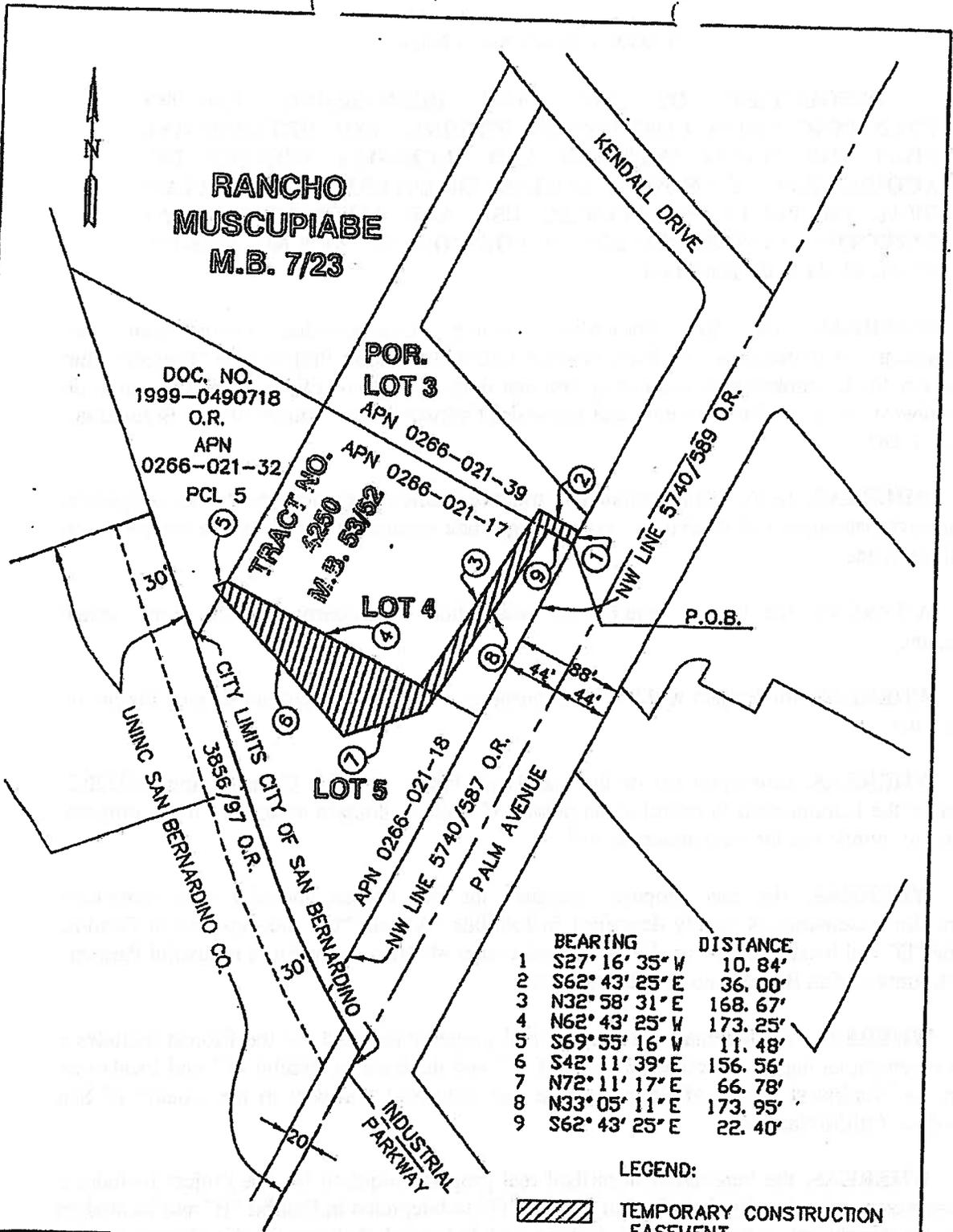
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

DATE OF REVIEW: [Illegible]



[Illegible signature and text]

# EXHIBIT "D"



JOB #: 108-078  
 DATE: 11-14-11  
 SCALE: 1"=100'  
 SHEET OF 1

APN 0266-021-17, 18, 32 & 39

**COAST SURVEYING, INC.**  
 15031 PARKWAY, 1000, SUITE 100  
 TUSTIN, CA 92780-6527 (714) 918-6266

**RESOLUTION NO. 13-024**

**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. 0266-021-28, 29, 43, 44 and 0266-012-13**

**WHEREAS**, the San Bernardino County Transportation Commission (the "Commission") is undertaking the Palm Avenue Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain portions of the property located on the Northwest corner of Palm Avenue and Industrial Parkway in the County of San Bernardino, 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**, the real property required for the Project includes two temporary construction easements as legally described in Exhibits "A" and "C" and depicted in Exhibits "B" and "D" and located on the on the Northwest corner of Palm Avenue and Industrial Parkway in the County of San Bernardino, California; and

**WHEREAS**, the hereinafter described real property required for the Project includes a utility easement as legally described in Exhibit "E" and depicted in Exhibit "F" and located on the on the Northwest corner of Palm Avenue and Industrial Parkway in the County of San Bernardino, California; and

**WHEREAS**, the hereinafter described real property required for the Project includes a roadway easement as legally described in Exhibit "G" and depicted in Exhibit "H" and located on the on the Northwest corner of Palm Avenue and Industrial Parkway in the County of San Bernardino, California; and

**WHEREAS**, the hereinafter described real property required for the Project includes a slope easement as legally described in Exhibit "I" and depicted in Exhibit "J" and located on the on the Northwest corner of Palm Avenue and Industrial Parkway in the County of San Bernardino, 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 September 6, 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 "J" 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 "J"; 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 October 3, 2012 at 10:00 a.m. at Santa Fe Depot--SANBAG Lobby 1<sup>st</sup> Floor, 1170 W. 3<sup>rd</sup> 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 temporary construction easements as legally described in Exhibits "A" and "C" and depicted in Exhibits "B" and "D", a utility easement as legally described in Exhibit "E" and depicted in Exhibit "F", a roadway easement as legally described in Exhibit "G" and depicted in Exhibit "H" and a slope easement as legally described in Exhibit "I" and depicted in Exhibit "J" 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 "J" 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 "J", 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 temporary construction easements as legally described in Exhibits "A" and "C" and depicted in Exhibits "B" and "D", a utility easement as legally described in Exhibit "E" and depicted in Exhibit "F", a roadway easement as legally described in Exhibit "G" and depicted in Exhibit "H" and a slope easement as legally described in Exhibit "I" and depicted in Exhibit "J", 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 October 3, 2012 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Janice Rutherford,  
President, SANBAG Board of Directors

ATTEST:

\_\_\_\_\_  
Vicki Watson,  
Clerk of the Board

# EXHIBIT "A"

**TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
APN: 0266-021-43**

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Palm Avenue Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the subject property will be maintained during construction.

LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
APN 0266-021-43

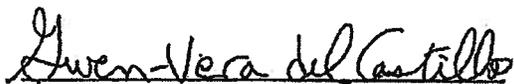
THAT PORTION OF GOVERNMENT LOT 37, RANCHO MUSCUIABE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF PALM AVENUE (20 FEET HALF WIDTH) WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE B.N.S.F. RAILROAD (FORMERLY A.T. & S.F. RR) RIGHT OF WAY AS SHOWN ON A MAP RECORDED IN BOOK 84, PAGE 28 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 38°54'04" WEST 367.11 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 64°25'38" EAST 429.80 FEET; THENCE NORTH 20°04'45" WEST 65.79 FEET TO THE NORTHWESTERLY LINE OF PARCEL NO. 5 AS DESCRIBED IN THE GRANT DEED TO VAN VALKENBURGH INVESTMENTS, LLC, ET AL, RECORDED AUGUST 16, 2008 AS DOCUMENT NO. 2008-0373614 OFFICIAL RECORDS, RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 70°10'59" WEST 12.00 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 20°04'45" EAST 51.04 FEET; THENCE SOUTH 56°43'33" WEST 424.64 FEET TO SAID NORTHEASTERLY RAILROAD RIGHT OF WAY LINE; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 38°54'04" EAST 34.66 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 11,759 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 3<sup>RD</sup> DAY OF OCTOBER, 2011.



GWEN-VERA DEL CASTILLO, PLS 5108





# EXHIBIT "B"

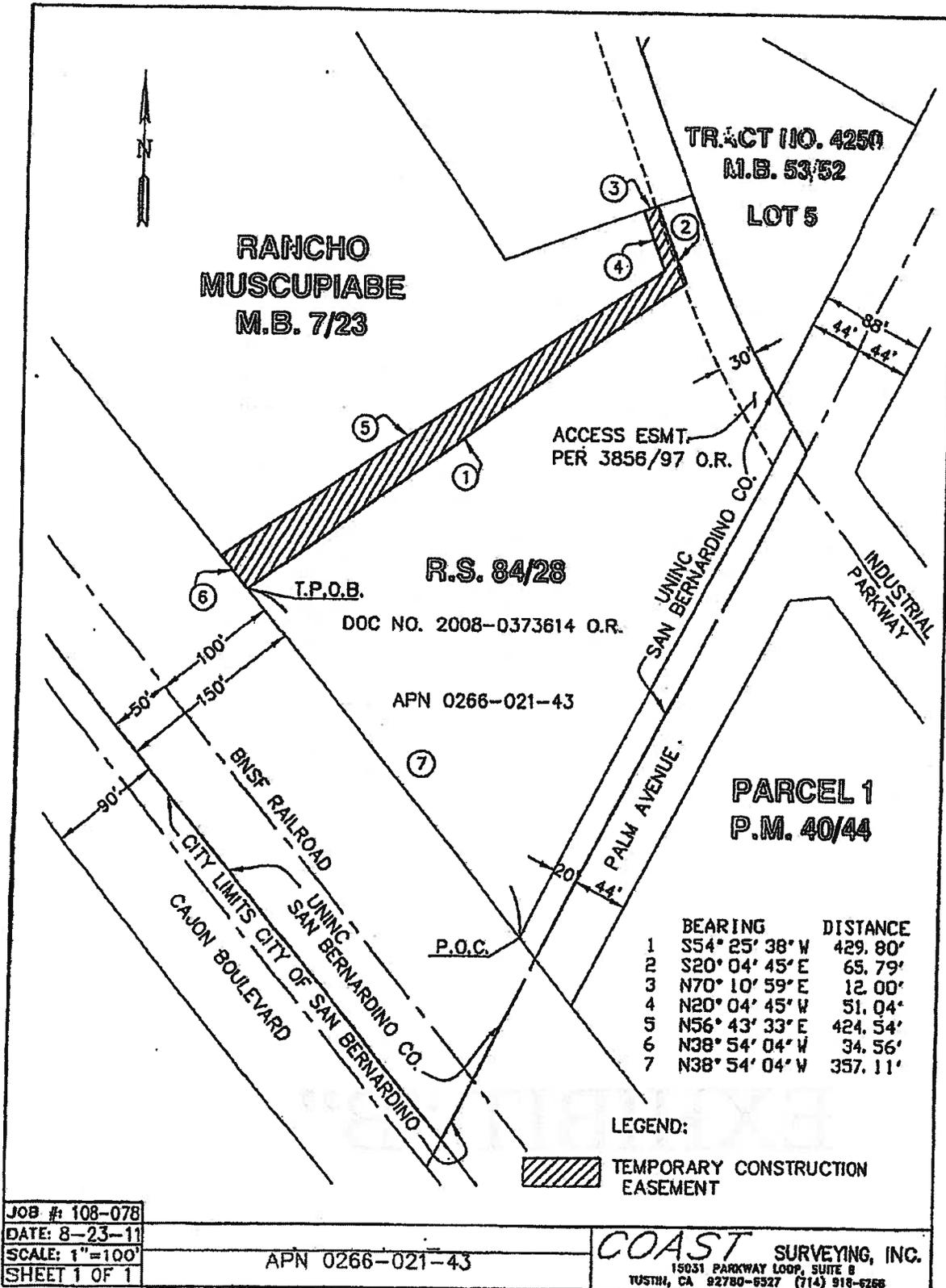


EXHIBIT "C"

The first of the two main paragraphs of the letter is a statement of the facts of the case. It is a very clear and concise statement of the facts, and it is very well written. The second paragraph is a statement of the law, and it is also very clear and concise. The letter is a very good example of a legal document, and it is well worth reading.

The letter is a very good example of a legal document, and it is well worth reading.

# EXHIBIT "C"

**TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
APN: 0266-021-44**

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Palm Avenue Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the subject property will be maintained during construction.

EXHIBIT "C"

LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
APN 0286-021-44

THAT PORTION SECTION 12, TOWNSHIP 1 NORTH, RANGE 5 WEST OF RANCHO MUSCUIABE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY CORNER OF THE LAND DESCRIBED IN THE GRANT DEED TO WALLACE M. FRANCIS, ET AL, RECORDED MARCH 28, 1994 AS DOCUMENT NO. 94-146070 OFFICIAL RECORDS, RECORDS OF SAID COUNTY, SAID POINT ALSO BEING ON THE SOUTHWESTERLY LINE OF LOT 6 OF TRACT NO. 4250 AS SHOWN ON A MAP RECORDED IN BOOK 63, PAGE 52 OF MAPS, RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN SAID GRANT DEED SOUTH 70°10'59" WEST 28.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE SOUTH 70°10'59" WEST 12.00 FEET TO A LINE PARALLEL WITH AND 40.00 FEET SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN SAID GRANT DEED; THENCE ALONG SAID PARALLEL LINE NORTH 20°04'45" WEST 227.82 FEET TO THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN SAID GRANT DEED; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 69°55'18" EAST 12.00 FEET TO A LINE PARALLEL WITH AND 28.00 FEET SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN SAID GRANT DEED; THENCE ALONG SAID PARALLEL LINE SOUTH 20°04'45" EAST 227.87 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2,734 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 14<sup>TH</sup> DAY OF JUNE, 2012.



GWEN-VERA DEL CASTILLO, PLS 5108



THE UNITED STATES OF AMERICA  
DISTRICT COURT OF THE DISTRICT OF COLUMBIA

IN RE: THE ESTATE OF  
JAMES EARL RAY, DECEASED  
Case No. 82-1000

THE COURT hereby orders that the following items be included in the inventory of the estate of James Earl Ray, deceased, to be filed with the court and the executor of the estate:

1. All personal property owned by the decedent at the time of his death, including but not limited to, cash, stocks, bonds, real estate, and personal effects.

2. All personal property owned by the decedent at the time of his death, including but not limited to, cash, stocks, bonds, real estate, and personal effects.

3. All personal property owned by the decedent at the time of his death, including but not limited to, cash, stocks, bonds, real estate, and personal effects.

4. All personal property owned by the decedent at the time of his death, including but not limited to, cash, stocks, bonds, real estate, and personal effects.

5. All personal property owned by the decedent at the time of his death, including but not limited to, cash, stocks, bonds, real estate, and personal effects.

6. All personal property owned by the decedent at the time of his death, including but not limited to, cash, stocks, bonds, real estate, and personal effects.

7. All personal property owned by the decedent at the time of his death, including but not limited to, cash, stocks, bonds, real estate, and personal effects.

8. All personal property owned by the decedent at the time of his death, including but not limited to, cash, stocks, bonds, real estate, and personal effects.

9. All personal property owned by the decedent at the time of his death, including but not limited to, cash, stocks, bonds, real estate, and personal effects.

10. All personal property owned by the decedent at the time of his death, including but not limited to, cash, stocks, bonds, real estate, and personal effects.

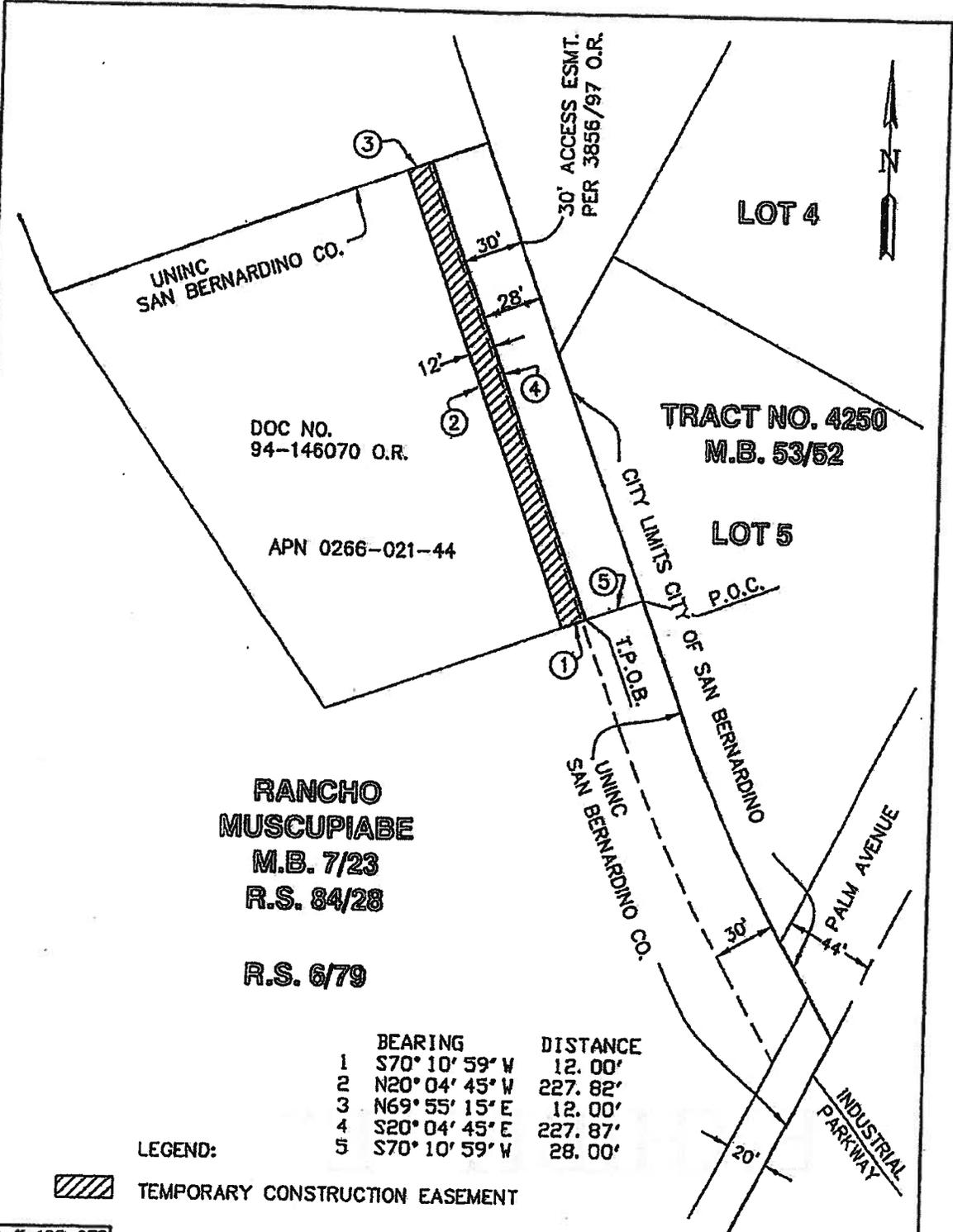
IT IS SO ORDERED.

WITNESSED my hand and the seal of the court this \_\_\_\_\_ day of \_\_\_\_\_, 1982.



*[Signature]*  
Clerk of the Court

# EXHIBIT "D"



**RANCHO MUSCUIABE**  
**M.B. 7/23**  
**R.S. 84/28**  
**R.S. 6/79**

	BEARING	DISTANCE
1	S70° 10' 59" W	12.00'
2	N20° 04' 45" W	227.82'
3	N69° 55' 15" E	12.00'
4	S20° 04' 45" E	227.87'
5	S70° 10' 59" W	28.00'

LEGEND:

 TEMPORARY CONSTRUCTION EASEMENT

JOB #: 108-078  
 DATE: 6-14-12  
 SCALE: 1"=60'  
 SHEET 1 OF 1

APN 0266-021-44

**COAST SURVEYING, INC.**  
 15031 PARKWAY LOOP, SUITE B  
 TUSTIN, CA 92780-6527 (714) 918-8286



# EXHIBIT "E"

LEGAL DESCRIPTION  
UTILITY EASEMENT  
APN 0266-021-43

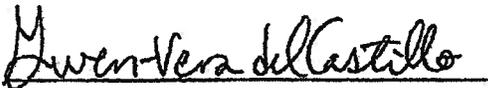
THAT PORTION OF GOVERNMENT LOT 37, RANCHO MUSCUIABE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF PALM AVENUE (20 FEET HALF WIDTH) WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE B.N.S.F. RAILROAD (FORMERLY A.T. & S.F. RR) RIGHT OF WAY AS SHOWN ON A MAP RECORDED IN BOOK 84, PAGE 28 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 38°54'04" WEST 313.03 FEET; THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 64°25'38" EAST 49.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 35°34'22" WEST 20.00 FEET; THENCE NORTH 54°25'38" EAST 372.36 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 708.73 FEET, A RADIAL BEARING TO SAID CURVE BEARS SOUTH 67°10'49" WEST; THENCE SOUTHEASTERLY 20.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°38'08" TO A LINE PARALLEL WITH AND 20.00 FEET SOUTHEASTERLY OF THE ABOVE COURSE HAVING A BEARING AND DISTANCE OF "NORTH 54°25'38" EAST 372.36 FEET"; THENCE NONTANGENT ALONG SAID PARALLEL LINE SOUTH 54°25'38" WEST 368.13 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 7,404 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 27<sup>th</sup> DAY OF APRIL, 2012.



GWEN-VERA DEL CASTILLO, PLS 5108



Page 1

CONFIDENTIAL

THE UNITED STATES DEPARTMENT OF JUSTICE

MEMORANDUM FOR THE ATTORNEY GENERAL

DATE: [illegible]

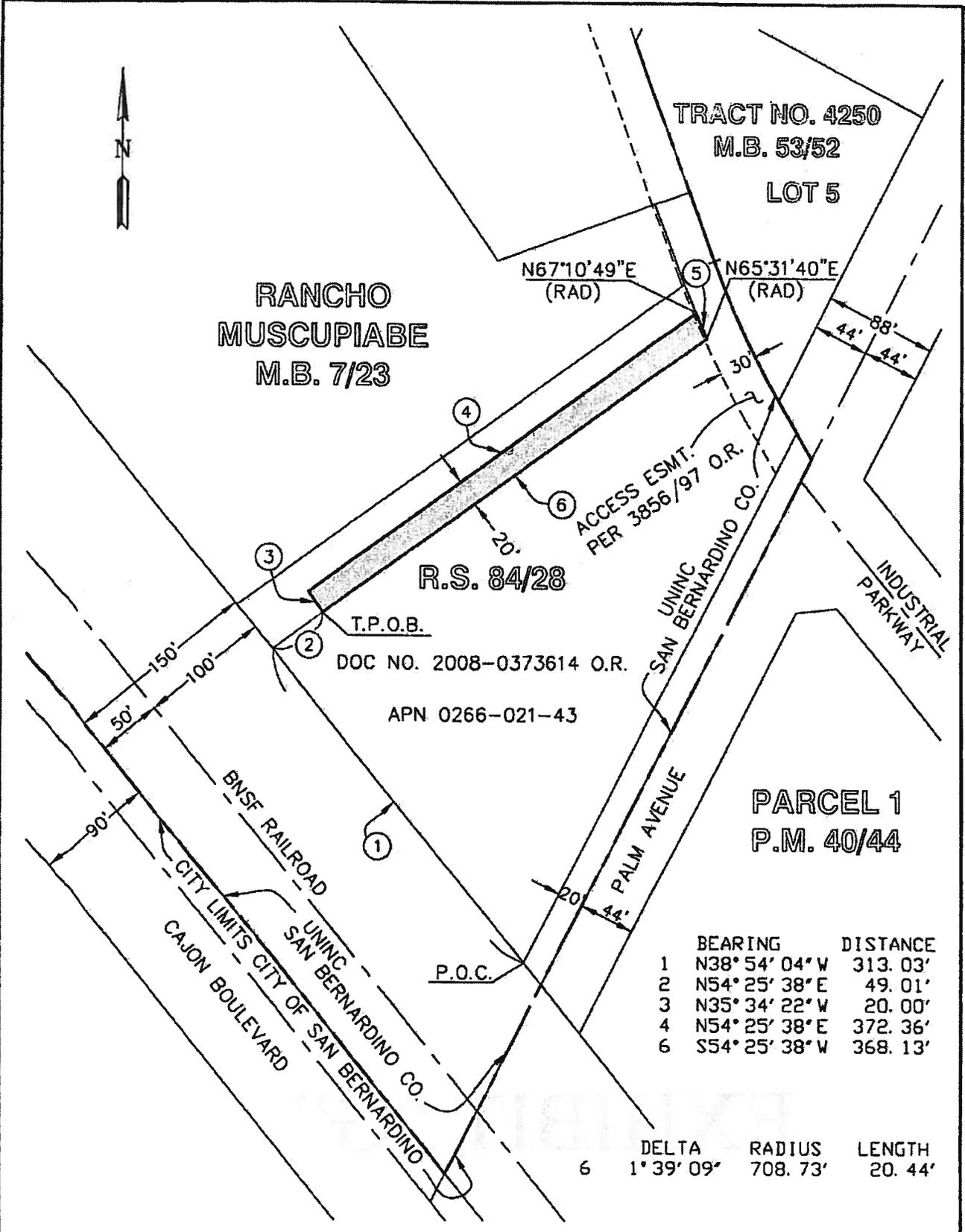
TO: THE ATTORNEY GENERAL

FROM: [illegible]



[illegible signature]

# EXHIBIT "F"



TRACT NO. 4250  
M.B. 53/52  
LOT 5

RANCHO  
MUSCUPIABE  
M.B. 7/23

N67°10'49"E (RAD)  
N65°31'40"E (RAD)

R.S. 84/28

T.P.O.B.

DOC NO. 2008-0373614 O.R.

APN 0266-021-43

PARCEL 1  
P.M. 40/44

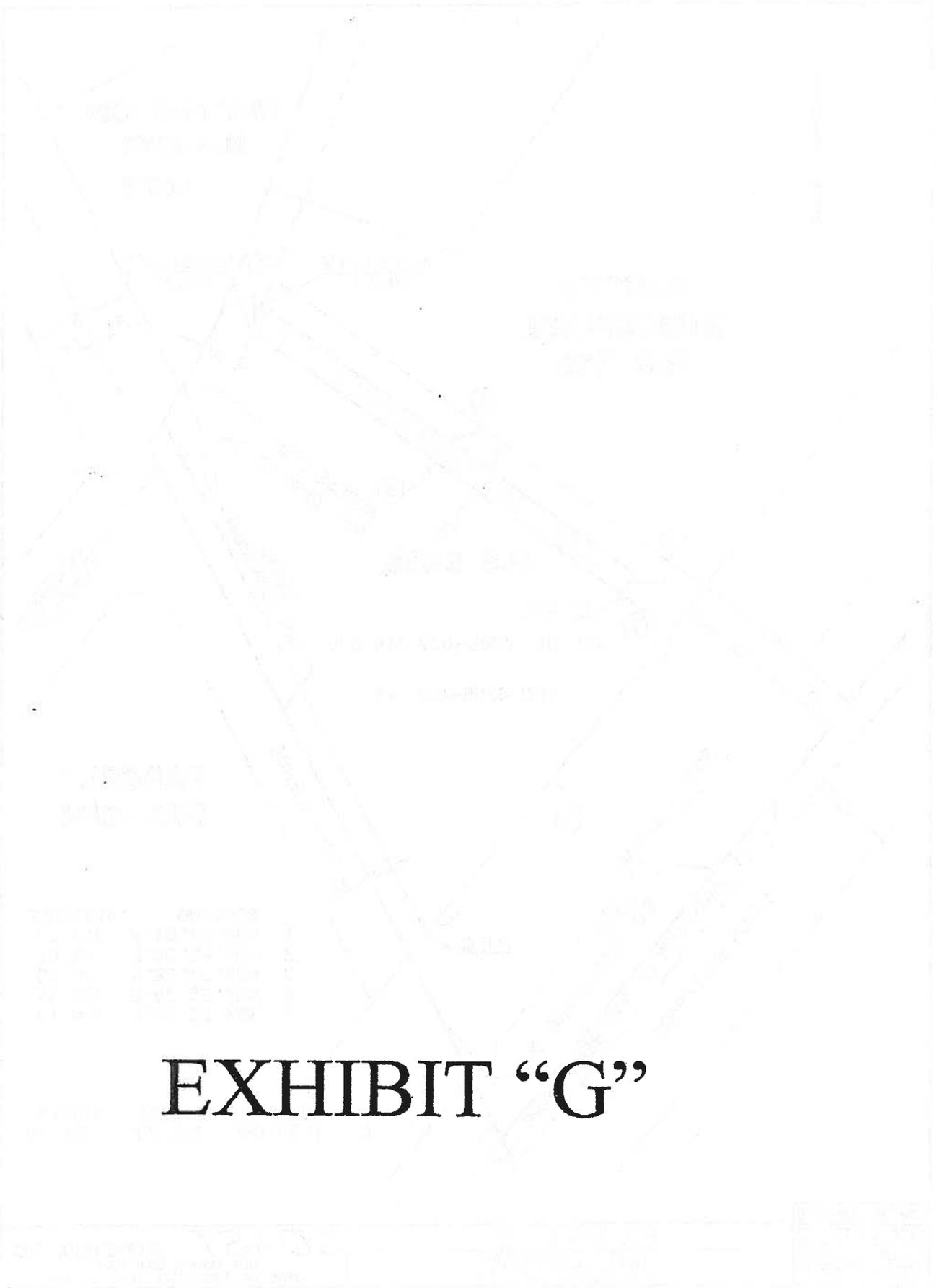
	BEARING	DISTANCE
1	N38° 54' 04" W	313.03'
2	N54° 25' 38" E	49.01'
3	N35° 34' 22" W	20.00'
4	N54° 25' 38" E	372.36'
6	S54° 25' 38" W	368.13'

	DELTA	RADIUS	LENGTH
6	1° 39' 09"	708.73'	20.44'

JOB #: 108-078  
DATE: 4-25-12  
SCALE: 1"=100'  
SHEET 1 OF 1

EXHIBIT "B"  
UTILITY EASEMENT  
APN 0266-021-43

**COAST SURVEYING, INC.**  
15031 PARKWAY LOOP, SUITE B  
TUSTIN, CA 92780-6527 (714) 918-6266



# EXHIBIT "G"

LEGAL DESCRIPTION  
RIGHT OF WAY  
APN 0266-021-43

THAT PORTION OF GOVERNMENT LOT 37, RANCHO MUSCUIABE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF PALM AVENUE (20 FEET HALF WIDTH) WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE B.N.S.F. RAILROAD (FORMERLY A.T. & S.F. RR) RIGHT OF WAY AS SHOWN ON A MAP RECORDED IN BOOK 84, PAGE 28 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 38°54'04" WEST 313.03 FEET; THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 54°25'38" EAST 417.14 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 708.73 FEET, A RADIAL BEARING TO SAID CURVE BEARS SOUTH 65°31'40" WEST; THENCE NORTHWESTERLY 45.16 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°39'02"; THENCE NONTANGENT NORTH 20°04'45" WEST 65.79 FEET TO THE NORTHWESTERLY LINE OF PARCEL NO. 5 AS DESCRIBED IN THE GRANT DEED TO VAN VALKENBURGH INVESTMENTS, LLC, ET AL, RECORDED AUGUST 15, 2008 AS DOCUMENT NO. 2008-0373614 OFFICIAL RECORDS, RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 70°10'59" EAST 28.00 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 5; THENCE ALONG SAID NORTHEASTERLY LINE THE FOLLOWING THREE COURSES:

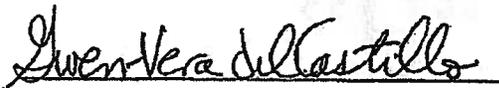
1. SOUTH 20°04'45" EAST 56.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 680.67 FEET;
2. SOUTHEASTERLY 119.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°04'30";
3. SOUTH 30°09'15" EAST 28.05 FEET TO SAID NORTHWESTERLY RIGHT OF WAY LINE OF PALM AVENUE;

THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 27°16'35" WEST 485.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.109 ACRES, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 27<sup>th</sup> DAY OF APRIL, 2012.



GWEN-VERA DEL CASTILLO, PLS 5108



Page 10 of 10

EXHIBIT "H"

EXHIBIT "H" is a copy of the original document as submitted to the court.

The document is a copy of the original document as submitted to the court. It contains the following information:

- 1. Name of the party
- 2. Address of the party
- 3. Date of the document
- 4. Signature of the party
- 5. Other relevant information

This document is a copy of the original document as submitted to the court. It contains the following information:

- 1. Name of the party
- 2. Address of the party
- 3. Date of the document
- 4. Signature of the party
- 5. Other relevant information

This document is a copy of the original document as submitted to the court. It contains the following information:

- 1. Name of the party
- 2. Address of the party
- 3. Date of the document
- 4. Signature of the party
- 5. Other relevant information

# EXHIBIT "H"





RANCHO  
MUSCUIABE  
M.B. 7/23

TRACT NO. 4250  
M.B. 53/52

LOT 5

ACCESS ESMT.  
PER 3856/97 O.R.

R.S. 84/28

DOC NO. 2008-0373614 O.R.

APN 0266-021-43

PARCEL 1  
P.M. 40/44

BNSF RAILROAD  
CITY LIMITS CITY OF SAN BERNARDINO  
CAJON BOULEVARD  
UNINC SAN BERNARDINO CO.

SAN BERNARDINO CO.  
UNINC  
INDUSTRIAL PARKWAY

PALM AVENUE

P.O.B.

	BEARING	DISTANCE
1	N38° 54' 04" W	357.11'
2	N54° 25' 38" E	429.80'
3	N20° 04' 45" W	65.79'
4	N70° 10' 59" E	28.00'
5	S20° 04' 45" E	56.48'
7	S30° 09' 15" E	28.05'
8	S27° 16' 35" W	465.45'

	DELTA	RADIUS	LENGTH
6	10° 04' 30"	680.67'	119.69'

JOB #: 108-078  
DATE: 8-23-11  
SCALE: 1"=100'  
SHEET 1 OF 1

EXHIBIT "B"  
RIGHT OF WAY  
APN 0266-021-43

**COAST SURVEYING, INC.**  
15031 PARKWAY LOOP, SUITE B  
TUSTIN, CA 92780-6527 (714) 918-6266



# EXHIBIT "I"

LEGAL DESCRIPTION  
SLOPE EASEMENT  
APN 0266-021-43

THAT PORTION OF GOVERNMENT LOT 37, RANCHO MUSCUIABE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF PALM AVENUE (20 FEET HALF WIDTH) WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE B.N.S.F. RAILROAD (FORMERLY A.T. & S.F. RR) RIGHT OF WAY AS SHOWN ON A MAP RECORDED IN BOOK 84, PAGE 28 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 38°54'04" WEST 313.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 38°54'04" WEST 44.08 FEET; THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 54°25'38" EAST 429.80 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 708.73 FEET, A RADIAL BEARING TO SAID CURVE BEARS SOUTH 69°10'42" WEST; THENCE SOUTHEASTERLY 45.16 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°38'02" TO A LINE PARALLEL WITH AND 44.00 FEET SOUTHEASTERLY OF THE ABOVE COURSE HAVING A BEARING AND DISTANCE OF "NORTH 54°25'38" EAST 429.80 FEET"; THENCE NONTANGENT ALONG SAID PARALLEL LINE SOUTH 54°25'38" WEST 417.14 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE AND THE TRUE POINT OF BEGINNING.

CONTAINING 18,624 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 27<sup>th</sup> DAY OF APRIL, 2012.

*Gwen-Vera del Castillo*

GWEN-VERA DEL CASTILLO, PLS 5108



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Faint text centered at the top of the page.

THE FIRST PART OF THIS INSTRUMENT IS A RESTATEMENT OF THE TERMS OF THE AGREEMENT MADE BETWEEN THE PARTIES HERETO ON THE DATE HEREIN REFERRED TO.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE TERMS OF THE AGREEMENT MADE BETWEEN THEM ON THE DATE HEREIN REFERRED TO SHALL BE INCORPORATED INTO THIS INSTRUMENT AND SHALL HAVE THE SAME EFFECT AS IF THEY WERE SET OUT IN FULL IN THIS INSTRUMENT.

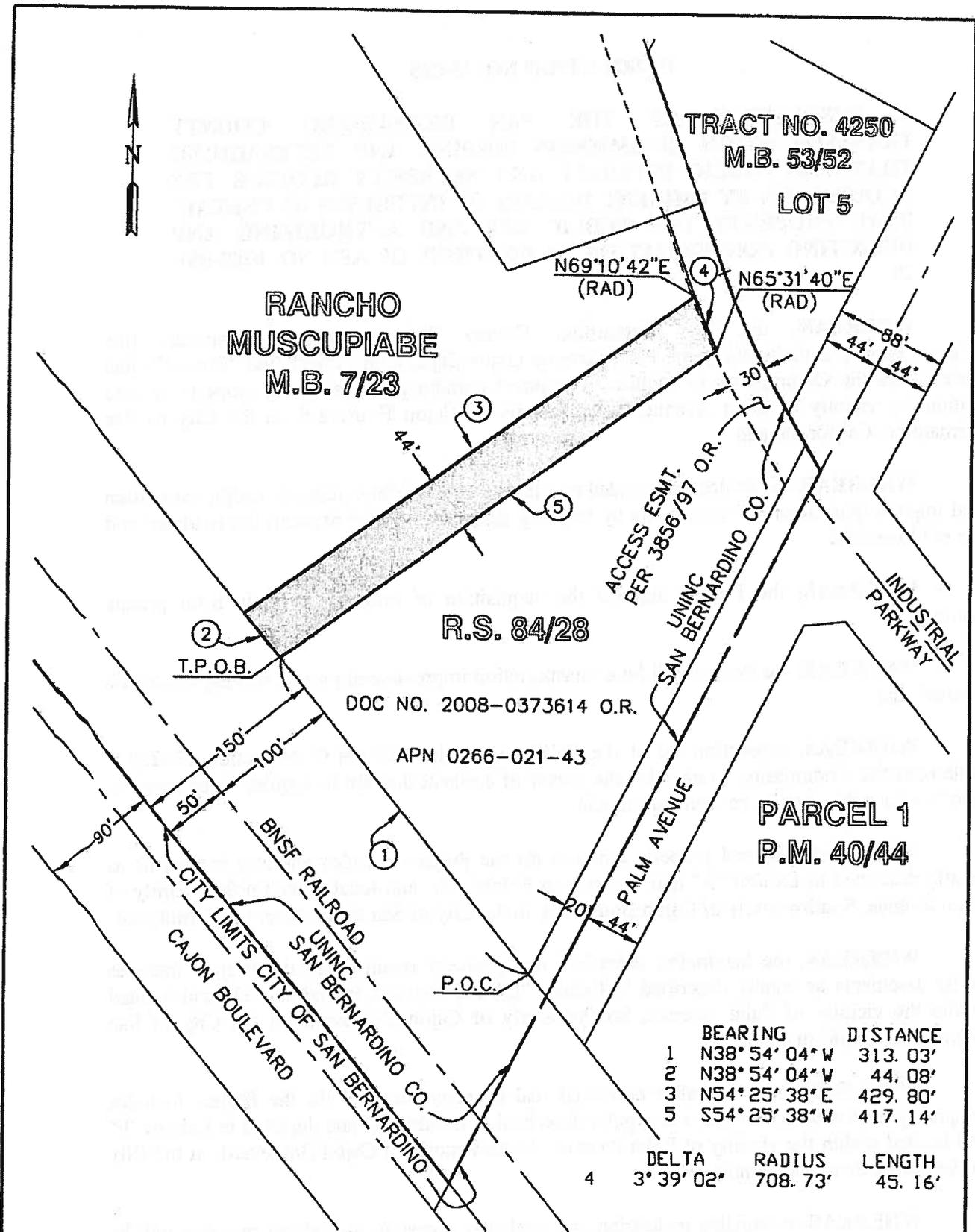
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SIGNED AND SEALED THEIR RESPECTIVE HANDS AND SEALS ON THE DATE AND AT THE PLACE HEREIN REFERRED TO.

WITNESSED BY ME, THE NOTARY PUBLIC, ON THE DATE AND AT THE PLACE HEREIN REFERRED TO.



*[Handwritten signature]*  
Notary Public

# EXHIBIT "J"



JOB #: 108-078  
 DATE: 4-25-12  
 SCALE: 1"=100'  
 SHEET 1 OF 1

EXHIBIT "B"  
 SLOPE EASEMENT  
 APN 0266-021-43

**COAST SURVEYING, INC.**  
 15031 PARKWAY LOOP, SUITE B  
 TUSTIN, CA 92780-6527 (714) 918-6268

	BEARING	DISTANCE
1	N38°54'04"W	313.03'
2	N38°54'04"W	44.08'
3	N54°25'38"E	429.80'
5	S54°25'38"W	417.14'

	DELTA	RADIUS	LENGTH
4	3°39'02"	708.73'	45.16'

**RESOLUTION NO. 13-025**

**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. 0262-051-29**

**WHEREAS**, the San Bernardino County Transportation Commission (the "Commission") is undertaking the Palm Avenue Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain portions of the property located within the vicinity of Palm Avenue, Southwesterly of Cajon Boulevard, in the City of San Bernardino, 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**, the real property required for the Project includes roadway easements as legally described in Exhibit "A" and depicted in Exhibit "B" and located within the vicinity of Palm Avenue, Southwesterly of Cajon Boulevard, in the City of San Bernardino, California; and

**WHEREAS**, the hereinafter described real property required for the Project includes utility easements as legally described in Exhibit "C" and depicted in Exhibit "D" and located within the vicinity of Palm Avenue, Southwesterly of Cajon Boulevard, in the City of San Bernardino, California; and

**WHEREAS**, the hereinafter described real property required for the Project includes temporary construction easements as legally described in Exhibit "E" and depicted in Exhibit "F" and located within the vicinity of Palm Avenue, Southwesterly of Cajon Boulevard, in the City of San Bernardino, 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 September 6, 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 "F" 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 "F"; and

**WHEREAS**, the Commission provided written notice to the City 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 October 3, 2012 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1<sup>st</sup> Floor, 1170 W. 3<sup>rd</sup> 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 roadway easements as legally described in Exhibit "A" and depicted in Exhibit "B", utility easements as legally described in Exhibit "C" and depicted in Exhibit "D" and temporary construction easements as legally described in Exhibit "E" and depicted in Exhibit "F" 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 "F" 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 "F", 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 roadway easements as legally described in Exhibit "A" and depicted in Exhibit "B", utility easements as legally described in Exhibit "C" and depicted in Exhibit "D" and temporary construction easements as legally described in Exhibit "E" and depicted in Exhibit "F", 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 October 3, 2012 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Janice Rutherford,  
President, SANBAG Board of Directors

ATTEST:

\_\_\_\_\_  
Vicki Watson,  
Clerk of the Board

Section 4. The Board of Directors of the Company shall have the authority to issue and sell additional shares of common stock of the Company, including preferred stock, in such amount and on such terms and conditions as may be determined by the Board of Directors, subject to the approval of the stockholders of the Company as provided in the Charter and the Bylaws of the Company.

Section 5. The Board of Directors of the Company shall have the authority to issue and sell additional shares of common stock of the Company, including preferred stock, in such amount and on such terms and conditions as may be determined by the Board of Directors, subject to the approval of the stockholders of the Company as provided in the Charter and the Bylaws of the Company.

Section 6. The Board of Directors of the Company shall have the authority to issue and sell additional shares of common stock of the Company, including preferred stock, in such amount and on such terms and conditions as may be determined by the Board of Directors, subject to the approval of the stockholders of the Company as provided in the Charter and the Bylaws of the Company.

Section 7. The Board of Directors of the Company shall have the authority to issue and sell additional shares of common stock of the Company, including preferred stock, in such amount and on such terms and conditions as may be determined by the Board of Directors, subject to the approval of the stockholders of the Company as provided in the Charter and the Bylaws of the Company.

ARTICLE III  
SECTION 1  
SECTION 2  
SECTION 3

SECTION 4  
SECTION 5

# EXHIBIT "A"

SECTION 6  
SECTION 7

SECTION 8  
SECTION 9

LEGAL DESCRIPTION  
RIGHT OF WAY  
APN 0262-051-29

THOSE PORTIONS OF GOVERNMENT LOT 37, RANCHO MUSCUIABE, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN LAND AS SHOWN ON A MAP RECORDED IN BOOK 42, PAGE 88 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, BEING A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF CAJON BOULEVARD; THENCE SOUTH 38°54'04" EAST 494.60 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 38°54'04" EAST 532.25 FEET TO THE NORTHWESTERLY LINE OF THE LAND DESCRIBED AS TRACT NO. 420 IN THE QUITCLAIM DEED TO THE SAN BERNARDINO FLOOD CONTROL DISTRICT RECORDED APRIL 20, 1950 IN BOOK 2564, PAGE 41 OFFICIAL RECORDS, RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 51°06'03" WEST 1149.55 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD (FORMERLY SOUTHERN PACIFIC RAILROAD) (150 FEET WIDE); THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 38°52'19" WEST 140.01 FEET; THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 51°06'03" EAST 150.02 FEET; THENCE NORTH 45°12'22" EAST 177.83 FEET; THENCE NORTH 07°00'48" EAST 326.88 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 520.05 FEET; THENCE NORTHEASTERLY 400.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°04'44"; THENCE NORTH 51°05'32" EAST 226.02 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 9.356 ACRES, MORE OR LESS.

PARCEL B

COMMENCING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN LAND AS SHOWN ON A MAP RECORDED IN BOOK 42, PAGE 88 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, BEING A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF CAJON BOULEVARD; THENCE SOUTH 38°54'04" EAST 1076.85 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE TO THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED AS TRACT NO. 420 IN THE QUITCLAIM DEED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RECORDED APRIL 20, 1950 IN BOOK 2564, PAGE 41 OFFICIAL RECORDS, RECORDS OF SAID COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 38°54'04" EAST 173.27 FEET; THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 68°40'53" WEST 374.97 FEET; THENCE SOUTH 51°06'03" WEST 156.69 FEET; THENCE NORTH 38°53'57" WEST 49.65 FEET; THENCE SOUTH 68°40'53" WEST 34.33 FEET TO SAID SOUTHEASTERLY LINE OF THE SAN BERNARDINO

FLOOD CONTROL DISTRICT LAND; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH  
51°06'03" EAST 546.87 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 51,268 SQUARE FEET, MORE OR LESS.

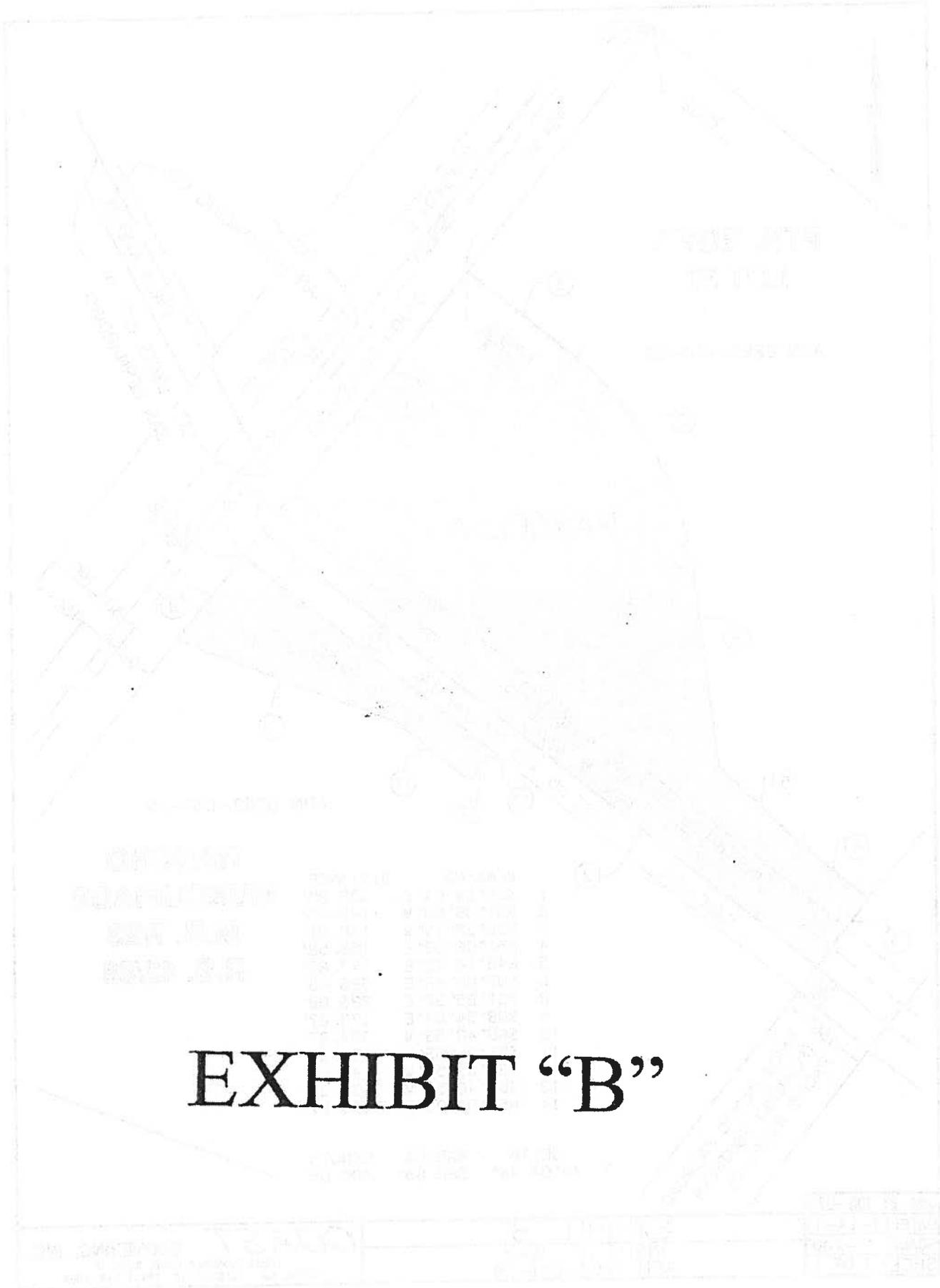
ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART  
HEREOF.

DATED THIS 28<sup>TH</sup> DAY OF NOVEMBER, 2011.

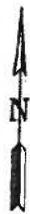
Gwen Vera del Castillo

GWEN-VERA DEL CASTILLO, PLS 5108





# EXHIBIT "B"



PTN. GOVT.  
LOT 37

APN 0262-051-29

PARCEL A

PARCEL B

APN 0262-051-29

RANCHO  
MUSCUIABE  
M.B. 7/23  
R.S. 42/88

	BEARING	DISTANCE
1	S38° 54' 04" E	532.25'
2	S51° 06' 03" W	1149.55'
3	N38° 52' 19" W	140.01'
4	N51° 06' 03" E	150.02'
5	N45° 12' 22" E	177.83'
6	N07° 00' 48" E	326.88'
8	N51° 05' 32" E	226.02'
9	S38° 54' 04" E	173.27'
10	S68° 40' 53" W	374.97'
11	S51° 06' 03" W	156.69'
12	N38° 53' 57" W	49.65'
13	S68° 40' 53" W	34.33'
14	N51° 06' 03" E	546.87'

	DELTA	RADIUS	LENGTH
7	44° 04' 44"	520.05'	400.09'

JOB #: 108-078  
DATE: 11-14-11  
SCALE: 1"=200'  
SHEET 1 OF 1

EXHIBIT "B"  
RIGHT OF WAY  
APN 0262-051-29

COAST SURVEYING, INC.  
15031 PARKWAY LOOP, SUITE B  
TUSTIN, CA 92780-6527 (714) 918-8266

Page 108

EXHIBIT "C"

EXHIBIT "C"

EXHIBIT "C"

EXHIBIT "C"

# EXHIBIT "C"

LEGAL DESCRIPTION  
UTILITY EASEMENT

THOSE PORTIONS OF GOVERNMENT LOT 37, RANCHO MUSCUIABE, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED AS TRACT NO. 420 IN THE QUITCLAIM DEED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RECORDED APRIL 20, 1950 IN BOOK 2564, PAGE 41 OFFICIAL RECORDS, RECORDS OF SAID COUNTY WITH THE SOUTHWESTERLY RIGHT OF WAY OF CAJON BOULEVARD (90 FEET WIDE) AS SHOWN ON A MAP RECORDED IN BOOK 42, PAGE 88 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 38°54'04" EAST 141.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 38°54'04" EAST 31.47 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 68°40'53" WEST 573.67 FEET TO SAID SOUTHEASTERLY LINE OF TRACT NO. 420; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 51°06'03" EAST 99.33 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 68°40'53" EAST 489.47 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 15,649 SQUARE FEET, MORE OR LESS.

PARCEL B

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED AS TRACT NO. 420 IN THE QUITCLAIM DEED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RECORDED APRIL 20, 1950 IN BOOK 2564, PAGE 41 OFFICIAL RECORDS, RECORDS OF SAID COUNTY WITH THE SOUTHWESTERLY RIGHT OF WAY OF CAJON BOULEVARD (90 FEET WIDE) AS SHOWN ON A MAP RECORDED IN BOOK 42, PAGE 88 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 38°54'04" EAST 173.27 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 68°40'53" WEST 573.67 FEET TO SAID SOUTHEASTERLY LINE OF TRACT NO. 420, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 68°40'53" WEST 166.54 FEET TO THE NORTHWESTERLY LINE OF SAID TRACT NO. 420; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 51°06'03" EAST 99.33 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 68°40'53" EAST 166.54 FEET TO SAID SOUTHEASTERLY LINE OF SAID TRACT NO. 420; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 51°06'03" WEST 99.33 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 4,967 SQUARE FEET, MORE OR LESS.

PARCEL C

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED AS TRACT NO. 420 IN THE QUITCLAIM DEED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT RECORDED APRIL 20, 1950 IN BOOK 2564, PAGE 41 OFFICIAL RECORDS, RECORDS OF SAID COUNTY WITH THE SOUTHWESTERLY RIGHT OF WAY OF CAJON BOULEVARD (90 FEET WIDE) AS SHOWN ON A MAP RECORDED IN BOOK 42, PAGE 88 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 38°54'04" EAST 173.27 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 68°40'53" WEST 739.21 FEET TO SAID NORTHWESTERLY LINE OF TRACT NO. 420, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 68°40'53" WEST 170.17 FEET; THENCE NORTH 21°19'07" WEST 30.00 FEET; THENCE NORTH 68°40'53" EAST 264.86 FEET TO SAID NORTHWESTERLY LINE OF SAID TRACT NO. 420; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 51°06'03" WEST 99.33 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 6,526 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 16<sup>TH</sup> DAY OF NOVEMBER, 2011.

Gwen Vera del Castillo

GWEN-VERA DEL CASTILLO, PLS 5108



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# EXHIBIT "D"

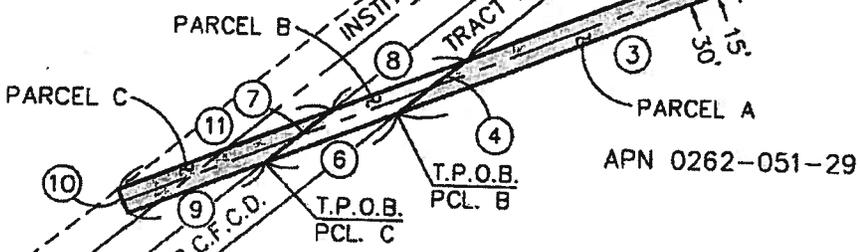


PTN. GOVT.  
LOT 37

APN 0262-051-29

INSTITUTION ROAD (NOT DEDICATED)  
PER R.S. 42/88  
TRACT NO. 420 2564/41 O.R.S.

BNSF RR  
UNINC SAN BERNARDINO CO.  
PALM AVENUE  
CITY LIMITS CITY OF SAN BERNARDINO



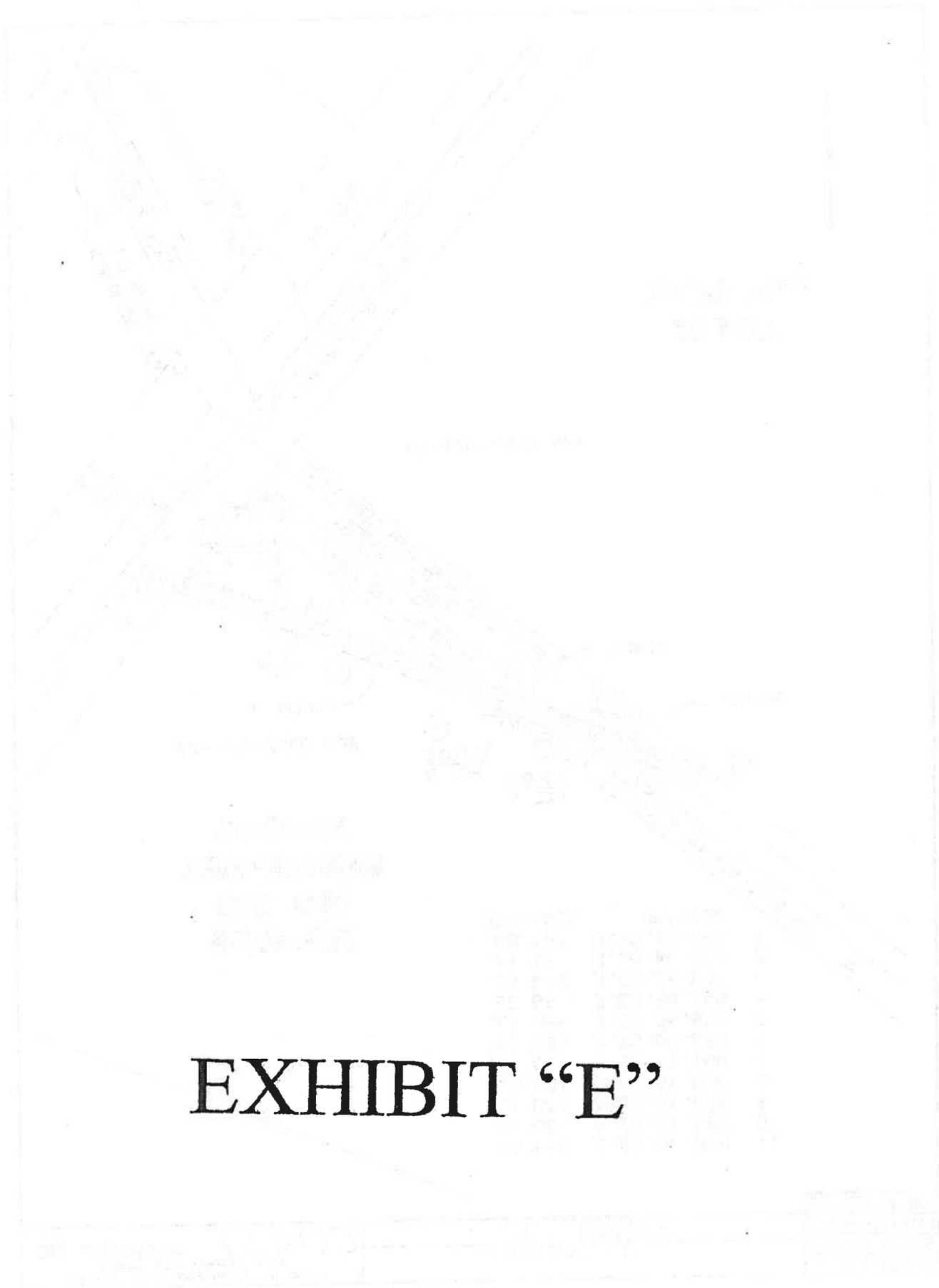
RANCHO MUSCUIABE  
M.B. 7/23  
R.S. 42/88

	BEARING	DISTANCE
1	S38° 54' 04" E	141. 80'
2	S38° 54' 04" E	31. 47'
3	S68° 40' 53" W	573. 67'
4	N51° 06' 03" E	99. 33'
5	N68° 40' 53" E	469. 47'
6	S68° 40' 53" W	165. 54'
7	N51° 06' 03" E	99. 33'
8	N68° 40' 53" E	165. 54'
9	S68° 40' 53" W	170. 17'
10	N21° 19' 07" W	30. 00'
11	N68° 40' 53" E	264. 86'

JOB #: 108-078  
DATE: 11-16-11  
SCALE: 1"=200'  
SHEET 1 OF 1

EXHIBIT "B"  
UTILITY EASEMENT

**COAST SURVEYING, INC.**  
15031 PARKWAY LOOP, SUITE B  
TUSTIN, CA 92780-6527 (714) 918-6266



# EXHIBIT "E"

**TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
APN: 0262-051-29**

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Palm Avenue Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the subject property will be maintained during construction.

LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
APN 0262-051-29

THOSE PORTIONS OF GOVERNMENT LOT 37, RANCHO MUSCUIABE, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL A-1

COMMENCING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN LAND AS SHOWN ON A MAP RECORDED IN BOOK 42, PAGE 88 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, BEING A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF CAJON BOULEVARD; THENCE SOUTH 38°54'04" EAST 494.60 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 51°05'32" WEST 226.02 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 520.05 FEET; THENCE SOUTHWESTERLY 400.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°04'44" TO A POINT OF CUSP; THENCE NORTH 07°00'48" EAST 16.61 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 550.08 FEET; THENCE NORTHEASTERLY 423.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°04'44"; THENCE NORTH 51°05'32" EAST 193.22 FEET TO SAID SOUTHWESTERLY RIGHT OF WAY LINE OF CAJON BOULEVARD; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 38°54'04" EAST 20.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 7,878 SQUARE FEET, MORE OR LESS.

PARCEL B-1

COMMENCING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN LAND AS SHOWN ON A MAP RECORDED IN BOOK 42, PAGE 88 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, BEING A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF CAJON BOULEVARD; THENCE SOUTH 38°54'04" EAST 1076.85 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE TO THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED AS TRACT NO. 420 IN THE QUITCLAIM DEED TO THE SAN BERNARDINO FLOOD CONTROL DISTRICT RECORDED APRIL 20, 1950 IN BOOK 2564, PAGE 41 OFFICIAL RECORDS, RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 38°54'04" EAST 173.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 68°40'53" WEST 374.97 FEET; THENCE SOUTH 51°06'03" WEST 156.69 FEET; THENCE NORTH 38°53'57" WEST 49.65 FEET; THENCE SOUTH 68°40'53" WEST 34.33 FEET TO SAID SOUTHEASTERLY LINE OF THE SAN BERNARDINO FLOOD CONTROL DISTRICT LAND; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 51°06'03" WEST 297.30 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 64°03'27" EAST 866.23 FEET TO SAID SOUTHWESTERLY RIGHT OF WAY LINE OF CAJON BOULEVARD; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 38°54'04" WEST 20.95 FEET TO THE TRUE POINT OF BEGINNING.

Const Surveying, Inc.  
November 14, 2011

CONTAINING 30,710 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART  
HEREOF.

DATED THIS 16<sup>TH</sup> DAY OF NOVEMBER, 2011.

Gwen Vera del Castillo

GWEN-VERA DEL CASTILLO, PLS 5108





PTN. GOVT.  
LOT 37

APN 0262-051-29

APN 0262-051-29

RANCHO  
MUSCUIABE  
M.B. 7/23  
R.S. 42/88

	BEARING	DISTANCE
1	S51°05'32"W	226.02'
3	N07°00'48"E	16.61'
5	N51°05'32"E	193.22'
6	N38°54'04"W	20.00'
7	S68°40'53"W	374.97'
8	S51°06'03"W	156.69'
9	N38°53'57"W	49.65'
10	S68°40'53"W	34.33'
11	S51°06'03"W	297.30'
12	N64°03'27"E	866.23'
13	N38°54'04"W	20.95'
14	N38°54'04"W	1250.12'

	DELTA	RADIUS	LENGTH
2	44°04'44"	520.05'	400.09'
4	44°04'44"	550.06'	423.17'

LEGEND:



TEMPORARY CONSTRUCTION  
EASEMENT

JOB #: 108-078

DATE: 11-14-11

SCALE: 1"=200'

SHEET 1 OF 1

APN 0262-051-29

COAST SURVEYING, INC.  
15031 PARKWAY LOOP, SUITE B  
TUSTIN, CA 92780-6527 (714) 918-6266

**RESOLUTION NO. 13-026**

**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. 0266-041-62**

**WHEREAS**, the San Bernardino County Transportation Commission (the "Commission") is undertaking the Palm Avenue Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain portions of the property located on the Southeasterly corner of Palm Avenue and Industrial Parkway, in the City of San Bernardino, 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**, the real property required for the Project includes a roadway and utility easement as legally described in Exhibit "A" and depicted in Exhibit "B" and located on the Southeasterly corner of Palm Avenue and Industrial Parkway, in the City of San Bernardino, 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 Southeasterly corner of Palm Avenue and Industrial Parkway, in the City of San Bernardino, 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 September 6, 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 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 October 3, 2012 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1<sup>st</sup> Floor, 1170 W. 3<sup>rd</sup> 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 and utility 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 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 and utility 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 October 3, 2012 by the following vote:

AYES:

NOES:

ABSENT:

---

Janice Rutherford,  
President, SANBAG Board of Directors

ATTEST:

---

Vicki Watson,  
Clerk of the Board



LEGAL DESCRIPTION  
RIGHT OF WAY  
APN 0266-041-62

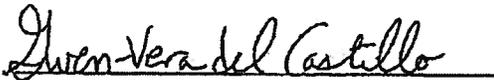
THAT PORTION OF REMAINDER PARCEL OF PARCEL MAP NO. 14577, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 174, PAGES 18 AND 19 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALSO BEING A PORTION OF RANCHO MUSCUIABE, AS PER MAP RECORDED IN BOOK 7, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID REMAINDER PARCEL; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL, ALSO BEING THE SOUTHEASTERLY RIGHT OF WAY LINE OF PALM AVENUE (88 FEET WIDE), NORTH 27°16'35" EAST 288.28 FEET TO A NORTHERLY CORNER OF SAID PARCEL; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL SOUTH 42°18'11" EAST 42.69 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 27°16'35" WEST 78.00 FEET; THENCE SOUTH 06°50'19" EAST 30.99 FEET; THENCE SOUTH 28°05'03" EAST 154.47 FEET; THENCE SOUTH 32°30'44" EAST 1169.66 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL, ALSO BEING THE NORTHEASTERLY RIGHT OF WAY LINE OF INDUSTRIAL PARKWAY (80 FEET WIDE), SAID POINT ALSO BEING A POINT ON A NONTANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 560.00 FEET, A RADIAL BEARING TO SAID POINT BEARS SOUTH 48°03'25" WEST; THENCE NORTHWESTERLY 29.65 FEET ALONG SAID CURVE AND ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 03°02'00"; THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 38°54'35" WEST 1276.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.459 ACRES, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 3<sup>RD</sup> DAY OF OCTOBER, 2011.



GWEN-VERA DEL CASTILLO, PLS 5108



10/10/2000  
10/10/2000

10/10/2000  
10/10/2000

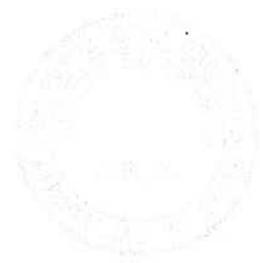
THE STATE OF TEXAS, COUNTY OF DALLAS, ss. I, \_\_\_\_\_, County Clerk, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Dallas, State of Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Dallas, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
County Clerk

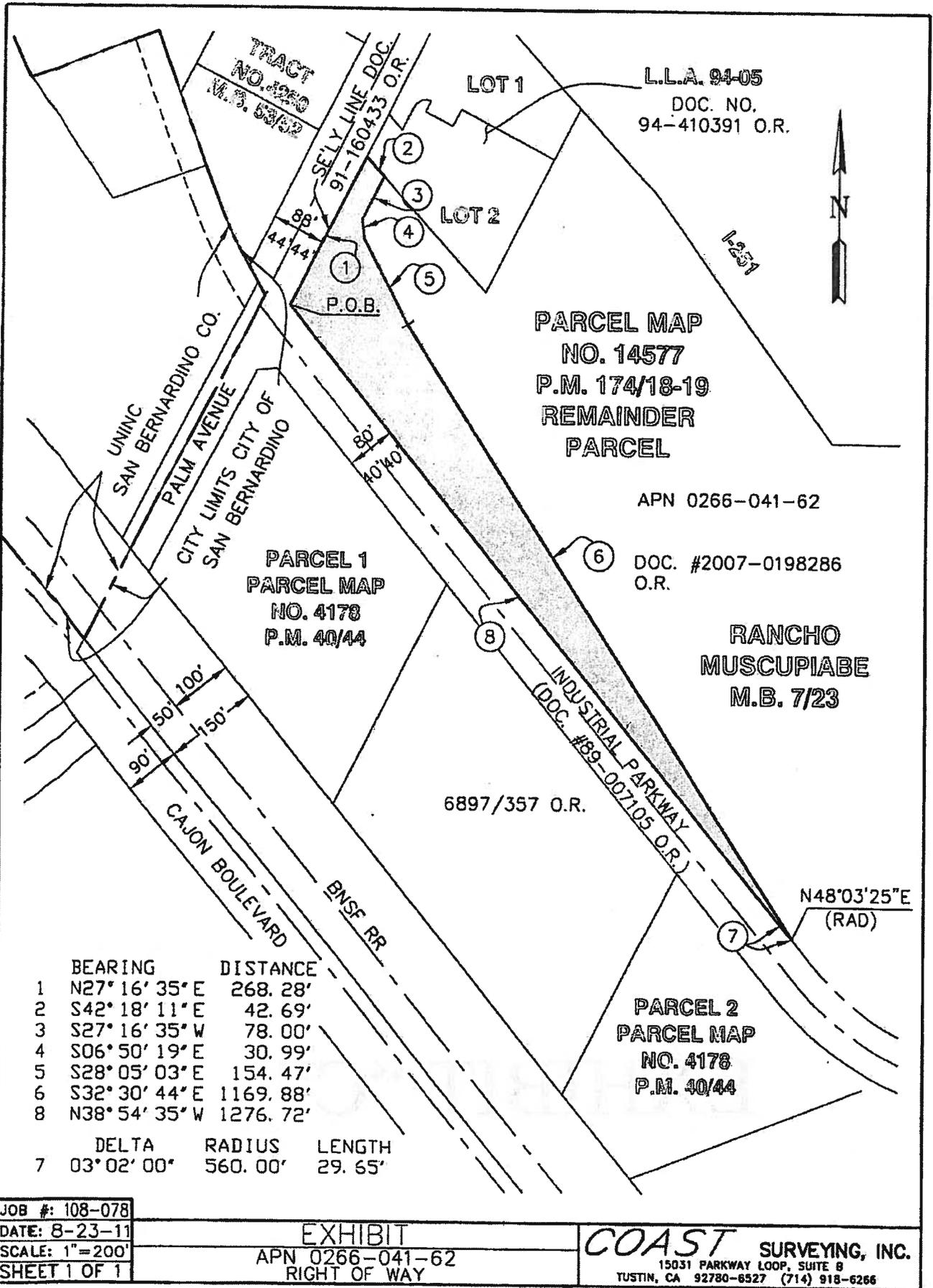
Attest: \_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Clerk



\_\_\_\_\_  
County Clerk

# EXHIBIT "B"



L.L.A. 94-05  
DOC. NO.  
94-410391 O.R.



PARCEL MAP  
NO. 14577  
P.M. 174/18-19  
REMAINDER  
PARCEL

APN 0266-041-62

DOC. #2007-0198286  
O.R.

RANCHO  
MUSCUIABE  
M.B. 7/23

6897/357 O.R.

N48°03'25"E  
(RAD)

PARCEL 1  
PARCEL MAP  
NO. 4178  
P.M. 40/44

PARCEL 2  
PARCEL MAP  
NO. 4178  
P.M. 40/44

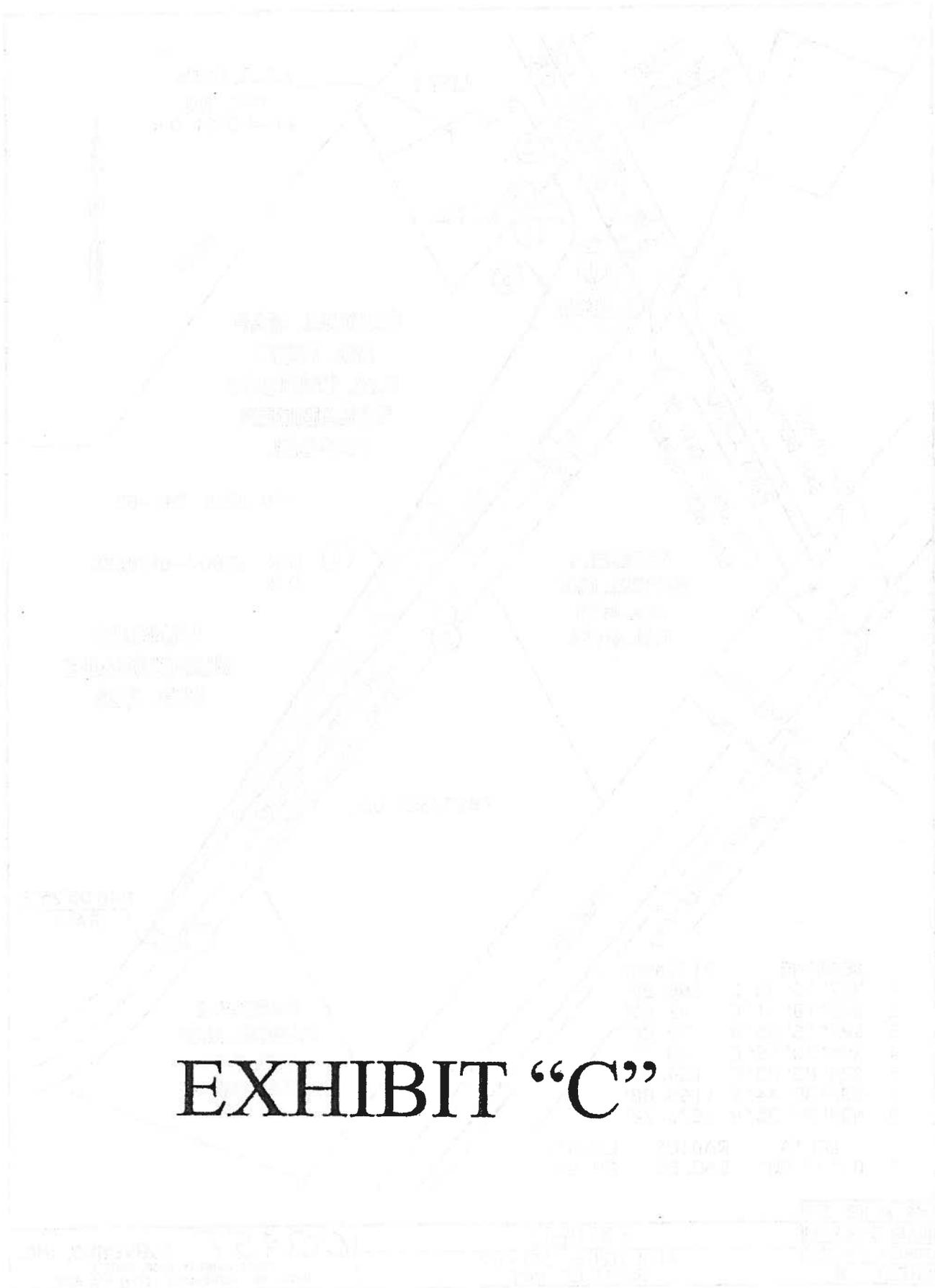
	BEARING	DISTANCE
1	N27° 16' 35" E	268.28'
2	S42° 18' 11" E	42.69'
3	S27° 16' 35" W	78.00'
4	S06° 50' 19" E	30.99'
5	S28° 05' 03" E	154.47'
6	S32° 30' 44" E	1169.88'
8	N38° 54' 35" W	1276.72'

	DELTA	RADIUS	LENGTH
7	03° 02' 00"	560.00'	29.65'

JOB #: 108-078  
DATE: 8-23-11  
SCALE: 1"=200'  
SHEET 1 OF 1

EXHIBIT  
APN 0266-041-62  
RIGHT OF WAY

**COAST SURVEYING, INC.**  
15031 PARKWAY LOOP, SUITE 8  
TUSTIN, CA 92780-6527 (714) 918-6266



# EXHIBIT "C"

**TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
APN: 0266-041-62**

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Palm Avenue Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the subject property will be maintained during construction.



*[Handwritten signature]*  
\_\_\_\_\_  
[Illegible printed name]

LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
APN 0266-041-62

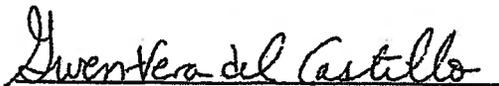
THAT PORTION OF REMAINDER PARCEL OF PARCEL MAP NO. 14577, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 174, PAGES 18 AND 19 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ALSO BEING A PORTION OF RANCHO MUSCUIABE, AS PER MAP RECORDED IN BOOK 7, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID REMAINDER PARCEL; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL, ALSO BEING THE SOUTHEASTERLY RIGHT OF WAY LINE OF PALM AVENUE (88 FEET WIDE), NORTH 27°16'35" EAST 268.28 FEET TO A NORTHERLY CORNER OF SAID PARCEL; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL SOUTH 42°18'11" EAST 42.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE SOUTH 42°18'11" EAST 22.41 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 27°16'35" WEST 94.39 FEET; THENCE SOUTH 32°30'44" EAST 1319.80 FEET; THENCE SOUTH 51°05'27" WEST 15.10 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL, ALSO BEING THE NORTHEASTERLY RIGHT OF WAY LINE OF INDUSTRIAL PARKWAY (80 FEET WIDE); THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 32°30'44" WEST 1189.88 FEET; THENCE NORTH 28°05'03" WEST 154.47 FEET; THENCE NORTH 08°50'19" WEST 30.89 FEET; THENCE NORTH 27°16'35" EAST 78.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 20,796 SQUARE FEET, MORE OR LESS.

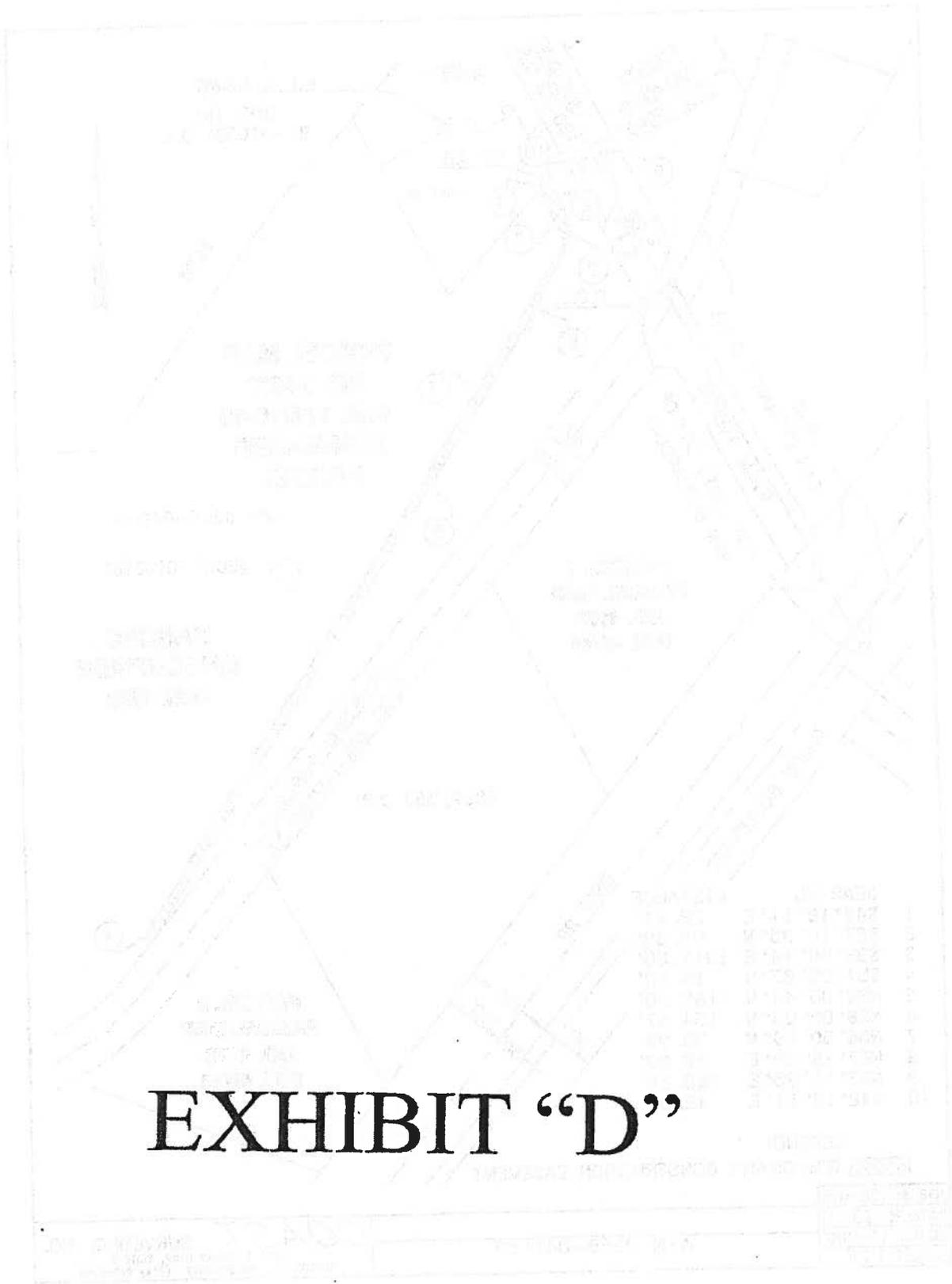
ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

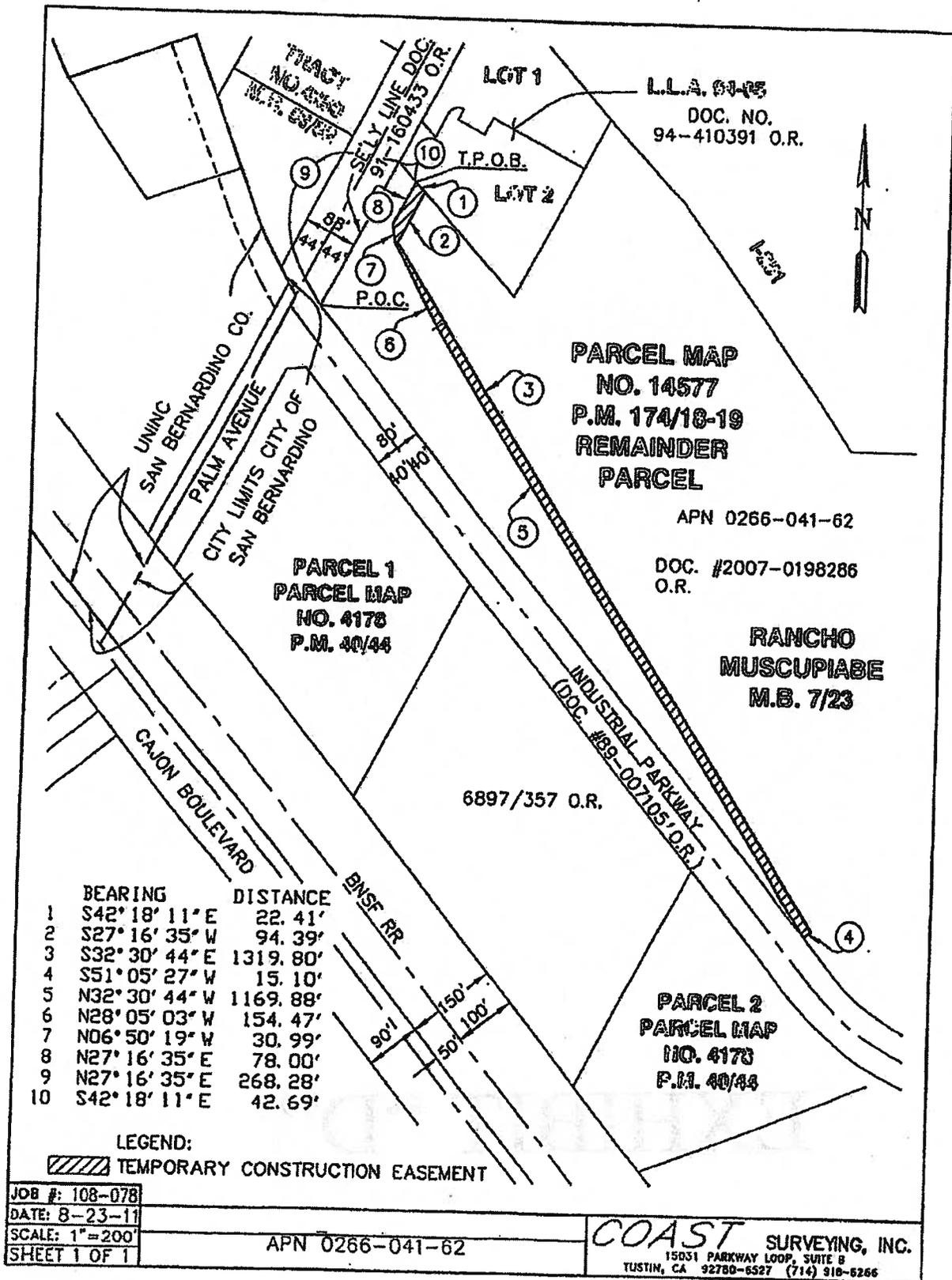
DATED THIS 3<sup>RD</sup> DAY OF OCTOBER, 2011.



GWEN-VERA DEL CASTILLO, PLS 5108







**RESOLUTION NO. 13-027**

**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. 0266-041-69**

**WHEREAS**, the San Bernardino County Transportation Commission (the "Commission") is undertaking the Palm Avenue Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain a portion of the property located at 5985 Palm Avenue in the City of San Bernardino, 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**, 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 at 5985 Palm Avenue in the City of San Bernardino, 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 September 6, 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 interest in real property described and depicted in Exhibits "A" and "B" 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" and "B"; and

**WHEREAS**, the Commission provided written notice to the City 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 October 3, 2012 at 10:00 a.m. at Santa Fe Depot--SANBAG Lobby 1<sup>st</sup> Floor, 1170 W. 3<sup>rd</sup> 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", 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 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 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 October 3, 2012 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

**Janice Rutherford,  
President, SANBAG Board of Directors**

**ATTEST:**

---

**Vicki Watson,  
Clerk of the Board**

THE UNIVERSITY OF CHICAGO  
LIBRARY

The University of Chicago Library  
has acquired the following items  
from the collection of  
the late Dr. [Name]  
[Name]  
[Name]

# EXHIBIT "A"

**TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
APN: 0266-041-69**

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Palm Avenue Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the subject property will be maintained during construction.

EXHIBIT "A"  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
APN 0266-041-69

THAT PORTION OF LOT 1 OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 94-05, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED OCTOBER 8, 1994 AS INSTRUMENT NO. 94-410391 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

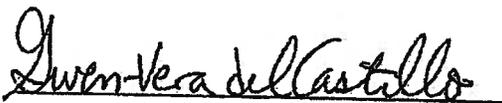
BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF PALM AVENUE (88 FEET WIDE); THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 NORTH 27°16'35" EAST 91.87 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 62°43'25" EAST 40.00 FEET; THENCE SOUTH 27°16'35" WEST 44.88 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 1, BEING A POINT ON A NONTANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 09°33'42" WEST; THENCE ALONG SAID GENERALLY SOUTHWESTERLY LINE OF SAID LOT 1 THE FOLLOWING THREE COURSES:

1. SOUTHWESTERLY 18.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°09'43";
2. SOUTH 27°16'35" WEST 42.89 FEET;
3. NORTH 42°18'11" WEST 34.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,528 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 3<sup>RD</sup> DAY OF OCTOBER, 2011.



GWEN-VERA DEL CASTILLO, PLS 5108



10/10/10

CONFIDENTIAL  
EXHIBIT "B"

THE FOLLOWING IS A SUMMARY OF THE INFORMATION RECEIVED FROM THE SOURCE DURING THE PERIOD OF THE INVESTIGATION...

THE SOURCE HAS ADVISED THAT THE INDIVIDUAL IN QUESTION IS CURRENTLY RESIDING AT THE ADDRESS LISTED BELOW...

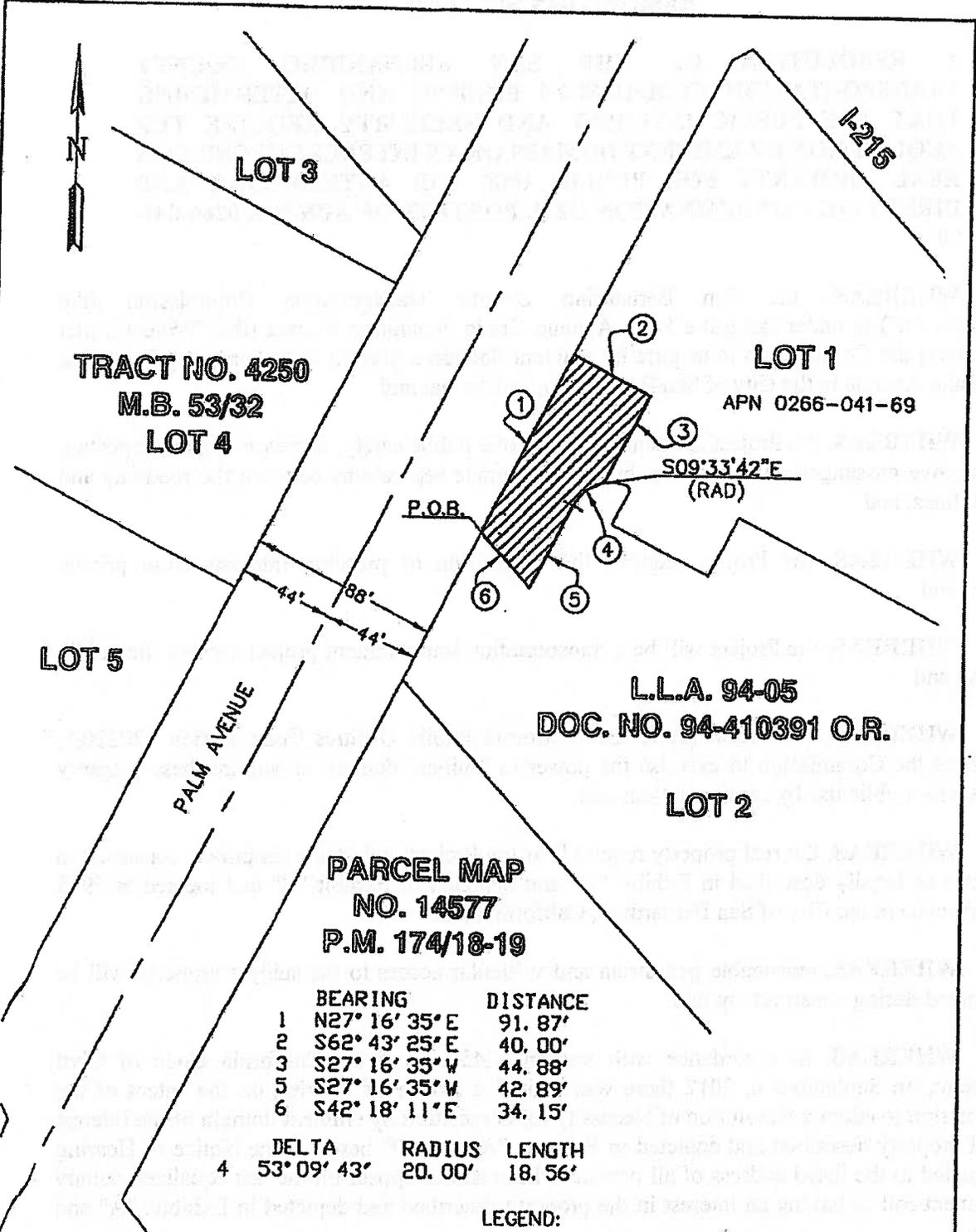
IT IS REQUESTED THAT YOU CONTACT THE INDIVIDUAL AT THE ABOVE ADDRESS TO OBTAIN FURTHER INFORMATION...

YOUR COOPERATION IN THIS MATTER IS APPRECIATED. PLEASE CONTACT THE BUREAU AT THE ABOVE TELEPHONE NUMBER...



*[Handwritten Signature]*  
SPECIAL AGENT IN CHARGE

# EXHIBIT "B"



TRACT NO. 4250  
M.B. 53/32  
LOT 4

LOT 1

APN 0266-041-69

L.L.A. 94-05  
DOC. NO. 94-410391 O.R.

PARCEL MAP  
NO. 14577  
P.M. 174/18-19

	BEARING	DISTANCE
1	N27° 16' 35" E	91.87'
2	S62° 43' 25" E	40.00'
3	S27° 16' 35" W	44.88'
5	S27° 16' 35" W	42.89'
6	S42° 18' 11" E	34.15'

	DELTA	RADIUS	LENGTH
4	53° 09' 43"	20.00'	18.56'

LEGEND:  
 TEMPORARY CONSTRUCTION EASEMENT

JOB # 108-078  
DATE: 8-23-11  
SCALE: 1"=60'  
SHEET 1 OF 1

EXHIBIT "B"  
APN 0266-041-69

**COAST** SURVEYING, INC.  
15051 PARKWAY LOOP, SUITE 8  
TUSTIN, CA 92780-6527 (714) 818-6266

**RESOLUTION NO. 13-028**

**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. 0266-041-70**

**WHEREAS**, the San Bernardino County Transportation Commission (the "Commission") is undertaking the Palm Avenue Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain a portion of the property located at 5975 Palm Avenue in the City of San Bernardino, 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**, 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 at 5975 Palm Avenue in the City of San Bernardino, 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 September 6, 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 interest in real property described and depicted in Exhibits "A" and "B" 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" and "B"; and

**WHEREAS**, the Commission provided written notice to the City 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 October 3, 2012 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1<sup>st</sup> Floor, 1170 W. 3<sup>rd</sup> 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", 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 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 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 October 3, 2012 by the following vote:

AYES:

NOES:

ABSENT:

---

Janice Rutherford,  
President, SANBAG Board of Directors

ATTEST:

---

Vicki Watson,  
Clerk of the Board

# EXHIBIT "A"

**TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
APN: 0266-041-70**

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Palm Avenue Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of twenty-four (24) months.

Reasonable pedestrian and vehicular access to the subject property will be maintained during construction.



*[Faint signature or stamp]*

EXHIBIT "A"  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT  
APN 0266-041-70

THAT PORTION OF LOT 2 OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 94-05, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, RECORDED OCTOBER 8, 1994 AS INSTRUMENT NO. 94-410391 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF PALM AVENUE (88 FEET WIDE); THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT NORTH 27°16'35" EAST 76.83 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT; THENCE ALONG THE GENERALLY NORTHEASTERLY LINE OF SAID LOT THE FOLLOWING THREE COURSES:

1. SOUTH 42°18'11" EAST 34.15 FEET;
2. NORTH 27°16'35" EAST 42.89 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 20.00 FEET;
3. NORTHEASTERLY 18.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°09'43";

THENCE NONTANGENT SOUTH 27°16'35" WEST 128.04 FEET; THENCE SOUTH 42°18'11" EAST 22.41 FEET; THENCE SOUTH 27°16'35" WEST 10.67 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 2; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 42°18'11" WEST 65.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,743 SQUARE FEET, MORE OR LESS.

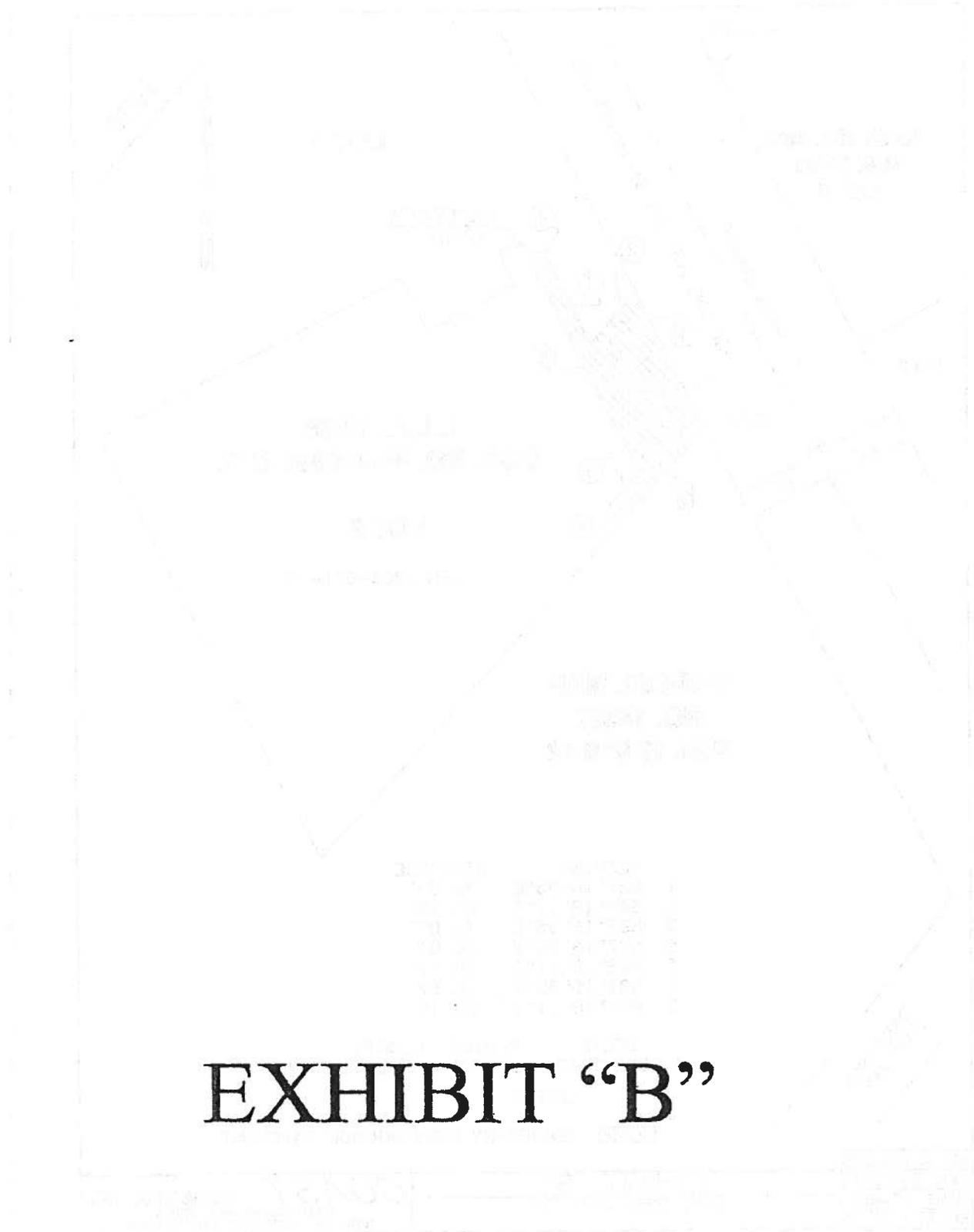
ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 23<sup>RD</sup> DAY OF SEPTEMBER, 2011.

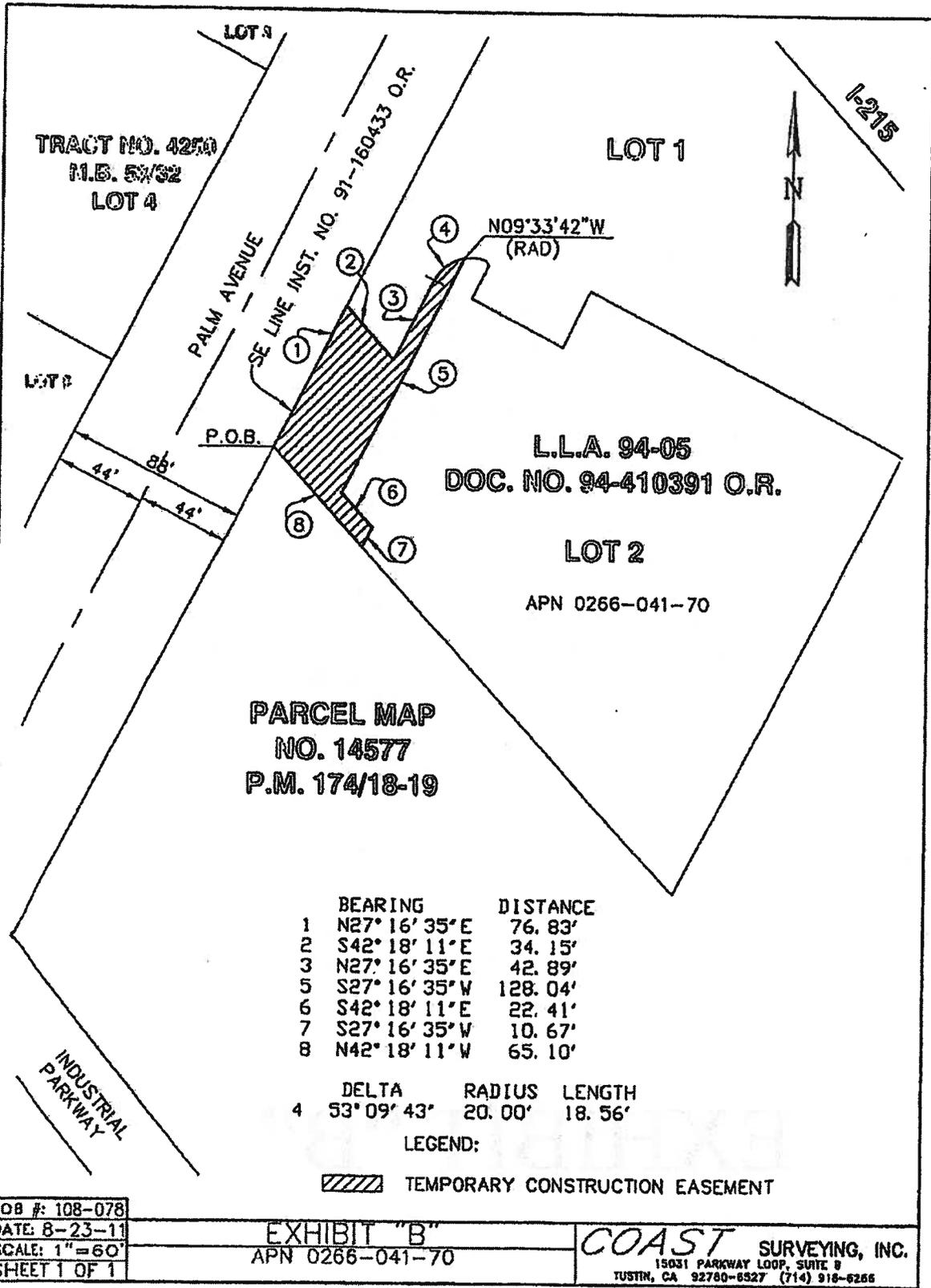
*Gwen-Vera del Castillo*

GWEN-VERA DEL CASTILLO, PLS 6108





# EXHIBIT "B"



**PARCEL MAP  
NO. 14577  
P.M. 174/18-19**

	BEARING	DISTANCE
1	N27° 16' 35" E	76.83'
2	S42° 18' 11" E	34.15'
3	N27° 16' 35" E	42.89'
5	S27° 16' 35" W	128.04'
6	S42° 18' 11" E	22.41'
7	S27° 16' 35" W	10.67'
8	N42° 18' 11" W	65.10'

	DELTA	RADIUS	LENGTH
4	53° 09' 43"	20.00'	18.56'

LEGEND:

TEMPORARY CONSTRUCTION EASEMENT

JOB #: 108-078  
DATE: 8-23-11  
SCALE: 1" = 60'  
SHEET 1 OF 1

**EXHIBIT "B"**  
APN 0266-041-70

**COAST SURVEYING, INC.**  
15031 PARKWAY LOOP, SUITE 9  
TUSTIN, CA 92780-6527 (714) 916-6266



- 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 13, 2012

**Subject:** Construction and Maintenance Agreement for Palm Avenue Grade Separation

**Recommendation:\*** That the Committee recommend the Board approve Contract No. C13018 with BNSF Railway Company (BNSF) and the City of San Bernardino for construction and maintenance of the Palm Avenue Grade Separation in which San Bernardino Associated Governments will pay BNSF \$900,000 in 2010-2040 Measure I Valley Major Streets Bond funds for railroad work and flagging and inspection costs and easements, including a 10% contingency and will receive a contribution of \$689,710.00 from BNSF towards the overall project cost.

**Background:** The Palm Avenue Grade Separation project in the City of San Bernardino is nearing completion of the design and right-of-way phase with construction scheduled to start in the middle of 2013. This project will grade separate Palm Avenue and the BNSF tracks at an off-set crossing from the existing at-grade crossing. In order to construct this project, easements need to be obtained from BNSF for permanent and temporary rights. In addition there are railroad flagging and inspection costs associated with monitoring and regulating construction work adjacent and on a very busy railroad corridor. A construction and maintenance agreement is therefore required to specify the roles and responsibilities of the participating agencies and the funding arrangements for this work. Since this is a new grade separation that is replacing an at-grade crossing, federal regulations provide for a contribution from the railroad, which is also included in this agreement.

\*

*Approved*  
 Major Projects Committee

Date: September 13, 2012

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

COG		CTC	X	CTA	X	SAFE		CMA	
-----	--	-----	---	-----	---	------	--	-----	--

Check all that apply.  
 MPC1209c-das  
 Attachment: C13018

In this agreement, San Bernardino Associated Governments (SANBAG) agrees to pay BNSF \$36,645 for a permanent easement for the new bridge and foundations which will be within the existing BNSF right-of-way. In addition, SANBAG agrees to pay \$31,224 for a temporary construction license that will allow a larger area for SANBAG's contractor to construct the new bridge within existing BNSF right-of-way. In the agreement, SANBAG also agrees to pay \$750,000 for the estimated railroad costs for flagging and inspection work and work done by BNSF to remove the existing at-grade crossing facilities. An additional 10% contingency is being requested in this item as the agreement commits SANBAG to pay BNSF's actual costs for this work. In this three party agreement, SANBAG will construct the new bridge and will then turn over the bridge to the City of San Bernardino upon completion of construction along with the easements obtained in SANBAG's name. The agreement spells out responsibilities and requirements associated with the construction and ongoing maintenance of the bridge.

Due to the public safety benefits associated with the elimination of at-grade railroad crossing, there is a federal regulation Title 23 CFR sec. 646.210 that provides for the railroad to contribute 5% of a theoretical bridge cost towards the overall project cost. For this project, the parties involved have determined this contribution to be in the amount of \$689,710. Per the agreement, BNSF will contribute these funds towards the project upon completion.

This agreement is required to be executed before the right-of-way can be cleared as it contains the easement documents for the railroad right-of-way required for the project. As such, this agreement needs to be executed now to keep the project on schedule. This project is utilizing Trade Corridor Improvement Funds (TCIF) which require a construction award in 2013. Due to the tight schedule, this item is being presented, although staff is still negotiating with BNSF on the final language of the agreement. The attached agreement shows language subject to negotiation in "red-line". The final language of the agreement will be agreed to by all parties prior to bringing the item before the Board. Staff recommends approval of this item.

**Financial Impact:** The costs for the payable portion of the agreement are accounted for in the 2012/13 current year budget. These costs will be funded by 2010-2040 Measure I Valley Major Streets Bond funds. Task No. 0874.

**Reviewed By:** This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Contract.

**Responsible Staff:** Garry Cohoe, Director of Project Delivery

**CONTRACT SUMMARY SHEET**

Contract No. C 13018 Amendment No. \_\_\_\_\_

By and Between

San Bernardino County Transportation Authority and BNSF Railway and the City of San Bernardino

Contract Description Construction & Maintenance Agreement for the Palm Ave. Grade Sep Project

**Board of Director's Meeting Date:** Oct.3, 2012

**Overview of BOD Action:** Approve agreement

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

**CONTRACT OVERVIEW**

Original Contract Amount	\$	817,869	Original Contingency Amount	\$	82,131
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>817,869</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	<b>82,131</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 900,000</b>

**Contract Start Date** 10/3/12 **Current Contract Expiration Date** 10/3/15 **Revised Contract Expiration Date**

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

**FINANCIAL INFORMATION**

Budget authority for this contract currently exists in Task No. 0874.

A Budget Amendment is required.

How are we funding current FY?

Federal Funds  State Funds  Local Funds  TDA Funds  Measure I Funds

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

This agreement payable by Measure I Major Streets funding for railroad work. There is also a receivable.

Payable  Receivable

**CONTRACT MANAGEMENT INFORMATION**

Check all applicable boxes:

Retention? If yes, indicate % \_\_\_\_\_.

Disadvantaged Business Enterprise (DBE) Goal \_\_\_\_\_ %  Underutilized DBE (UDBE) Goal \_\_\_\_\_ %

P. Beauchamp for Garry Choe  
Task Manager (Print Name)

DENNIS Saylor  
Project Manager (Print Name)

Jeffery Hill  
Contracts Administrator (Print Name)

William S. Lambert  
Chief Financial Officer (Print Name)

[Signature]  
Signature

9/4/12  
Date

[Signature]  
Signature

9/4/12  
Date

[Signature]  
Signature

9/6/12  
Date

[Signature]  
Signature

9/7/12  
Date

*Handwritten initials and date: 9-6-12*

## CONTRACT SUMMARY SHEET

Contract No. C 13018 Amendment No. \_\_\_\_\_

By and Between

San Bernardino County Transportation Authority and BNSF Railway and the City of San Bernardino

Contract Description **Construction & Maintenance Agreement for the Palm Ave. Grade Sep Project**

**Board of Director's Meeting Date:** Oct.3, 2012  
**Overview of BOD Action:** Approve agreement

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

CONTRACT OVERVIEW					
Original Contract Amount	\$	689,710.00	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>689,710.00</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 689,710.00</b>

<b>Contract Start Date</b> 10/3/12	<b>Current Contract Expiration Date</b> 10/3/15	<b>Revised Contract Expiration Date</b>
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0874</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY?				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
Provide Brief Overview of the <b>Overall Funding</b> for the duration of the Contract:				
This CSS shows the receivable contribution to the project from BNSF. There is also a payable portion.				
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable				

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

P. Beauchamp for Gary Cohoe  
 Task Manager (Print Name)  
DEANIS JAYLOR  
 Project Manager (Print Name)  
Jeffery Hill  
 Contracts Administrator (Print Name)  
WILLIAM S. HARKS  
 Chief Financial Officer (Print Name)

<u>[Signature]</u> Signature	<u>9/4/12</u> Date
<u>[Signature]</u> Signature	<u>9/4/12</u> Date
<u>[Signature]</u> Signature	<u>9/6/12</u> Date
<u>[Signature]</u> Signature	<u>8/26/12</u> Date

## CONSTRUCTION and MAINTENANCE AGREEMENT

BNSF Agreement No. BF-10003191  
SANBAG Agreement No. C13018  
Palm Avenue Overhead  
U.S. D.O.T. No. 929074M  
C.P.U.C. No. 002-74.06-A

This Agreement ("**Agreement**"), is executed to be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**BNSF**"), the the **CITY OF SAN BERNARDINO**, a body corporate and politic of the State of California ("**CITY**"), and the **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a body corporate and politic of the State of California, hereinafter referred to as ("**SANBAG**").

### RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City of San Bernardino, County of San Bernardino, State of California, hereinafter referred to as ("**Rail Corridor**");

WHEREAS, SANBAG and CITY desire to proceed with grade separating Palm Avenue and the Rail Corridor with the Palm Avenue Overhead crossing, by means of a three span, cast in place post-tensioned reinforced concrete box girder bridge, 402 feet long by 40 feet 5 inches wide, on concrete piers and abutments ("**Structure**");

WHEREAS, the existing Palm Avenue grade crossing, U.S. D.O.T. No. 026105N, C.P.U.C. Crossing No. 002-74.00, will be closed and removed upon completion of construction and the placing in service of said Structure;

WHEREAS, SANBAG entered into Cooperative Agreement No. C08202 with the CITY dated October 06, 2008 which provides for SANBAG to obtain the environmental clearance and execute the design of the Palm Avenue grade separation project;

WHEREAS, SANBAG entered into Cooperative Agreement No. C11180 with the CITY dated June 01, 2011 which provides for SANBAG to acquire right of way and administer funding for the Palm Avenue grade separation project;

WHEREAS, SANBAG entered into Cooperative Agreement No. C12241 with the CITY dated July 11, 2012 which provides for SANBAG to advertise, construct, and administer funding for the Palm Avenue grade separation project;

WHEREAS, pursuant to said Cooperative Agreements, upon completion and acceptance of the Structure by CITY, CITY will thereafter control and maintain the Structure at its sole cost and expense;

WHEREAS, BNSF agrees to contribute a portion of the Project costs;

WHEREAS, in order to construct the Project SANBAG must acquire certain rights-of-way from BNSF;

WHEREAS, the parties desire to further define their respective rights and responsibilities associated with the construction and on going maintenance of the grade separated crossing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **ARTICLE I – SCOPE OF WORK**

1. The term "Project" as used herein includes any and all work related to the construction of the Structure, more particularly described on Exhibit A, attached hereto and incorporated herein, including but not limited to, any and all changes to telephone, telegraph, signal and electrical lines, other utilities and appurtenances, temporary and permanent track work, temporary detour road, fencing, grading, maintenance access roadways, alterations to or new construction of drainage facilities, slab bridge and fenced turnaround area, preliminary and construction engineering, right of way acquisition, construction management, and contract preparation. Additionally, temporary controls during construction must be in compliance with Section 8A-5, "Traffic Controls during Construction and Maintenance" of the Manual of Uniform Traffic Control Devices ("MUTCD"), U.S. Department of Transportation.

## **ARTICLE II – BNSF OBLIGATIONS**

In consideration of the covenants of CITY and SANBAG set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. Upon SANBAG's payment to BNSF of an administrative fee in the sum of Two Thousand Dollars and No/100 dollars (\$2,000.00), together with the sum of Thirty Four Thousand Six Hundred Forty Five and No/100 Dollars (\$34,645.00), BNSF shall grant to SANBAG, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon that portion of BNSF's Rail Corridor shown as three parcels on Exhibit A attached to this Agreement, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

- (a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said Rail Corridor;
- (b) Construct, operate, maintain, renew and/or relocate upon said Rail Corridor, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with SANBAG's construction of the Project;
- (c) Otherwise use or operate the Rail Corridor as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with SANBAG's construction of the Project, and ;

The term of the Temporary Construction License shall begin on the Notice to Commence Construction date as set forth hereinafter in Article III, Section 18 and ends on the earlier of (i) substantial completion of the Project, or (ii) thirty months (30) months following the Notice to Commence Construction. The Temporary Construction License and related rights given by BNSF to SANBAG in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Project and shall not be used by SANBAG for any other purpose. SANBAG acknowledges and agrees that SANBAG shall not have the right, under the Temporary Construction License, to use the Structure. BNSF represents that the only persons or entities known to BNSF to have ownership, title or other interests in the Rail Corridor are listed in Exhibit H, attached to and made a part of this Agreement. In the event SANBAG is evicted by anyone of the named persons or entities in Exhibit H owning, or claiming title to or any interest in said Rail Corridor, BNSF will not be liable to SANBAG for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to SANBAG herein.

Upon SANBAG's payment to BNSF of the additional sum of Thirty One Thousand Two Hundred Twenty Four and No/100 Dollars (\$31,224.00), such payment to be made within thirty (30) days of the giving of the Notice to Proceed pursuant to Article III, Section 16 of this Agreement, and provided further

that SANBAG is in compliance with the terms and conditions of this Agreement, BNSF will grant to SANBAG, its successors and assigns, a perpetual easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's Rail Corridor as is necessary to use and maintain the Structure, substantially in the form of Exhibit B attached to this Agreement. If SANBAG fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, reasonably revise the cost estimates set forth in said Exhibit D. In such event, the reasonably revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of SANBAG, which approval will not be unreasonably withheld. Construction of the Project will include the following principal elements of railroad work by BNSF:

- (a) Procurement of materials, equipment and supplies necessary for the railroad work;
- (b) Preliminary engineering, design, and contract preparation;
- (c) Removal of the concrete crossing panels for the existing Palm Avenue grade crossing;
- (d) Removal of the existing Palm Avenue Signal Warning Devices;
- (e) Furnishing of flagging services necessary for the safety of BNSF's property and the operation of its trains during construction of the Project as set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;
- (f) Furnishing of engineering and inspection as required in connection with the construction of the Project and;
- (g) Providing a contract project coordinator, at SANBAG's expense, to serve as a project manager for the Project;

3. BNSF will construct all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements or by contractor(s) if necessary.

4. SANBAG agrees to reimburse BNSF for work of an emergency nature caused by SANBAG or SANBAG's contractor in connection with the Project which is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of SANBAG and SANBAG agrees to fully reimburse BNSF for reasonable costs for all such emergency work.

5. BNSF may charge SANBAG for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6. During the construction of the Project, BNSF will send SANBAG progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. SANBAG must reimburse BNSF for completed force-account work within forty-five (45) calendar days from the date of SANBAG'S receipt of the invoice for such work. Upon completion of the Project, BNSF will send SANBAG a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on

Exhibit D. Pursuant to this Section, SANBAG will verify such final costs. All undisputed costs set forth in the final invoice shall be paid within ninety (90) calendar days from the date of the final invoice. The Parties agree to take reasonable efforts to resolve any disputed cost in a timely manner. BNSF will assess a finance charge of 0.033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date the payment is received by BNSF, not the date that payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any un-posted payments received by the month's end. Finance charges will be noted on invoices sent to SANBAG under this Section 6. For purposes of computing the time limits prescribed by Section 911.2 of the CALIFORNIA GOVERNMENT CODE for the presentment of a claim against SANBAG, the cause of action for failure to reimburse BNSF for the cost of the Railroad Work performed by it pursuant to this Agreement shall be deemed to have accrued one hundred eighty (180) days from the date of the final invoice.

### ARTICLE III – SANBAG OBLIGATIONS

In consideration of the covenants of CITY and BNSF set forth herein and the faithful performance thereof, SANBAG agrees as follows:

1. SANBAG shall furnish to BNSF and CITY plans and specifications for the Project together with calculations with the railroad clearances expressed in **English Units**. One complete reduced size 11" x 17" paper copy shall be submitted to BNSF's Director of Structural Engineering. A PDF copy of the plans and specifications should be sent to both BNSF's Manager Public Projects and BNSF's Director Structural Engineering. The PDF copy with a file size of two (2) megabytes or less should be sent via an email attachment. Should the PDF copy of the plans and specifications exceed two (2) megabytes, a CD (Compact Disk) of the plans and specifications should be sent via overnight mail service to both BNSF offices. The email and mailing addresses are included in Article V, Section 25. Sets of said plans shall be submitted to BNSF and CITY for approval prior to commencement of any construction. BNSF will give SANBAG final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet BNSF standard specifications, and such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building code.
2. SANBAG must provide for and maintain minimum vertical and horizontal clearances, as required and approved by BNSF as part of the plans and specifications for the Project.
3. SANBAG must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.
4. SANBAG must make application to the Public Utilities Commission of the State of California ("**Commission**") for an order authorizing construction of the Project and to furnish to the Commission plans of the proposed construction, approved by BNSF and CITY, together with a copy of this Agreement and to obtain all other required permits and approvals for the construction of the Project.
5. SANBAG must construct the Project as shown on the attached Exhibit A and do all work provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF herein. SANBAG must furnish all labor, materials, tools and equipment for the performance of SANBAG's work. The principal elements of SANBAG's work are as follows:

- (a) Preliminary and final Engineering;
- (b) Design and the Construction of the Structure;
- (c) Providing of suitable drainage, both temporary and permanent including the relocation of drainage off of BNSF property and between Bent 3 and Abutment 4;
- (d) Construct a vehicle barrier between Cajon Boulevard and BNSF's southwesterly right of way line;
- (e) Construct a wrought iron fence along BNSF's northeasterly right of way line including a BNSF maintenance access gate;
- (f) All other necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's Rail Corridor;
- (g) Application of the D.O.T. Crossing Number 929074M and the C.P.U.C. Crossing No. 002-74.06-A in conspicuous locations on the Structure;
- (h) Providing of pedestrian and/or trespasser control during construction;
- (i) Installation and maintenance of throw fences consisting of an 8 foot high fence with inward curved top and a 10 foot high vertical fence both mounted on concrete barriers on the outer edges of the Structure's deck; and
- (j) Job site cleanup within Project area including removal of all construction materials, concrete debris, surplus soil, refuse, disturbed contaminated soils, asphalt debris, litter and other waste materials to the reasonable satisfaction of BNSF;

6. SANBAG will acquire all properties required to construct the Project.

7. SANBAG's Work must be performed by SANBAG or SANBAG's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

8. SANBAG must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, SANBAG must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

9. SANBAG or its contractor(s) shall submit one reduced size 11" x 17" paper copy, including calculations, expressed in **English Units** of the plans and specifications for proposed shoring, falsework, or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Director Structural Engineering. SANBAG or its contractor(s) shall submit a PDF copy of the plans and specifications for the proposed shoring, falsework, or cribbing to both BNSF's Manager Public Projects and BNSF's Director Structural Engineering. The PDF copy with a file size of two (2) megabytes or less should be sent via an email attachment. Should the PDF copy of the plans and specifications exceed two (2) megabytes, a CD (Compact Disk) of the plans and specifications should be sent via overnight mail service to both BNSF offices for approval. The email and mailing addresses are included in Article V, Section 25. The shoring, falsework or cribbing used by SANBAG's contractor shall comply with the BNSF Bridge Requirements set forth on Exhibit F, attached to this Agreement and incorporated herein, and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies.

Falsework shall be designed according to the State of California, Department of Transportation FALSEWORK MANUAL available at this Web Site:

<http://www.dot.ca.gov/hq/esc/construction/manuals/OSCCCompleteManuals/FalseworkManual.pdf>

10. SANBAG must include the following provisions in any contract with its contractor(s) performing work on said Project:

- (a) The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or Rail Corridor. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The Contractor will be responsible for contacting BNSF's Engineering Representative (909) 386-4079, BNSF's Signal Representative (909) 386-4053 and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF Rail Corridor or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
- (b) Failure to mark or identify these Lines will be sufficient cause for any BNSF Representative to stop construction at no cost to SANBAG or BNSF until these items are completed.
- (c) In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's Rail Corridor, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's Rail Corridor, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, UNLESS SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**
- (d) The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

11. SANBAG must incorporate in each prime contract for construction of the Project, or the specifications therefore (i) the provisions set forth in Article III, Sections 7, 8, 9, 10, and 12; (ii) the provisions set forth in Article V, Sections 1, 2, 3, 4, 5, 6, 7, 14 and 15, and (iii) the provisions set forth in Exhibit C, Exhibit C-I, and Exhibit F, attached hereto and by reference made a part hereof.

12. Except as otherwise provided below in this Section 12, all construction work performed hereunder by SANBAG for the Project will be pursuant to a contract or contracts to be let by SANBAG, and all such contracts must include the following:

- (a) All work performed under such contract or contracts within the limits of BNSF's Rail Corridor must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
- (b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
- (c) No work will be commenced within BNSF's Rail Corridor until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF a

letter agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and

- (d) If it is in SANBAG's best interest, SANBAG may direct that the construction of the Project be done by day labor under the direction and control of SANBAG, or if at any time, in the opinion of SANBAG, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, SANBAG may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, SANBAG will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.
- (e) To facilitate scheduling for the Project, SANBAG shall have its contractor give BNSF's Project Engineer at telephone number 909 386 4079 eight (8) weeks advance notice of the proposed times and dates for work windows. BNSF and SANBAG's contractor will establish mutually agreeable work windows for the Project. SANBAG shall inform its contractor that any request for work windows with less than eight (8) weeks advance notice will have a reduced probability of approval. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.
- (f) The plans and specifications for the Project must be in compliance with the Bridge Requirements set forth in said Exhibit F, attached to this Agreement and incorporated herein.

13. SANBAG must advise BNSF's Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, SANBAG must notify BNSF's Manager of Public Projects, in writing, of the date on which SANBAG, and/or CITY and/or SANBAG's Contractor will meet with BNSF for the purpose of making final inspection of the Project.

14. SANBAG, shall quit claim to City, within sixty (60) days after SANBAG'S notification of the completion date the Project, as provided for in Article III, Section 13 above, all of its right title and interest in the perpetual easement granted to SANBAG by BNSF pursuant to the provisions in Article II, Section 1 of this Agreement.

**15. TO THE FULLEST EXTENT PERMITTED BY LAW, SANBAG HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF SANBAG, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY SANBAG, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF SANBAG, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) SANBAG'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE GRANTED TO SANBAG PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO SANBAG PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) SANBAG'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL CORRIDOR, OR (VII) AN ACT OR OMISSION OF SANBAG OR ITS**

**OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY SANBAG WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, UNLESS SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

16. SANBAG must give BNSF's Manager of Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from SANBAG. The Notice to Proceed must reference BNSF's Agreement No. BF-10003191.

17. SANBAG must perform all necessary work to obtain the permanent closure and vacation of Palm Avenue across BNSF's right-of-way and must barricade the road approaches prior to completion of the Project. BNSF will cooperate with SANBAG to achieve the closure and vacation of Palm Avenue and will remove the crossing surface within its right-of-way.

18. SANBAG must give BNSF's Manager of Public Projects written notice to commence construction ("**Notice to Commence Construction**") when the Contractor has satisfied the requirements set forth hereinafter in Article III, Section 12 (c) and will enter BNSF Rail Corridor to begin construction. The Notice to Commence Construction must reference BNSF's Agreement No. BF10003191.

#### **ARTICLE IV - CITY OBLIGATIONS**

**IN CONSIDERATION** of the covenants of BNSF and SANBAG herein contained and the faithful performance thereof, CITY agrees:

1. To permit SANBAG to act as the responsible lead agency to design and construct the Project.
2. In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions set forth in Exhibit F, BNSF and CITY agree as follows:
  - (a) Upon completion of construction of the Project, CITY will, own and maintain, at its sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways to BNSF gates installed pursuant to this Agreement. BNSF may, at its option, perform maintenance on the Structure in order to avoid conflicts with train operations. BNSF will notify CITY prior to performing any such maintenance on the Structure. In the event such maintenance involves emergency repairs, BNSF will notify CITY at its earliest opportunity. CITY must fully reimburse BNSF for the reasonable costs of maintenance performed by BNSF pursuant to this subsection (a);
  - (b) CITY must, at CITY's sole cost and expense, keep the Structure free from graffiti.
  - (c) CITY must maintain D.O.T. Crossing Number 929074M and C.P.U.C. Crossing No. 002-74.06-A in legible condition in the conspicuous locations on the Structure where applied by SANBAG during construction;
  - (d) It is understood by CITY that the right to install utilities is restricted to the placement of underground utilities beneath BNSF's tracks located a minimum of fifty (50) feet from abutments, piers, piles, or footings with the exception that upon BNSF's prior approval BNSF will permit selected utilities to be installed closer to the abutments, piers, piles, footings and/or run through the deck of the Structure. Under no circumstances will utilities be allowed to hang from the Structure. All utility crossings within the limits of BNSF's Rail Corridor will be covered by separate agreements between BNSF and each of the owners of the utilities;

- (e) Upon request from BNSF, CITY shall remove all trash and debris associated with the Structure from BNSF's property;
- (f) CITY must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto;
- (g) CITY must keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals;
- (h) CITY hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from City property to BNSF tracks for maintenance purposes;
- (i) CITY must, at CITY's sole cost and expense, maintain the throw fences consisting of an 8 foot high fence with inward curved top and a 10 foot high vertical fence both mounted on concrete barriers on the outer edges of the Structure's deck; and
- (j) If CITY (including its contractors and agents) or BNSF, on behalf of CITY, performs (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then CITY or its contractors and/or agents must procure and maintain the following insurance coverage, and other the insurance requirements as contained in Exhibit C-1, which may be changed from time to time:

Railroad Protective Liability insurance naming only the **Railroad** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the **Railroad** prior to performing any work or services under this Agreement
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

As used in this paragraph, "**Railroad**" means "Burlington Northern Santa Fe, LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, CITY may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy if available to CITY or its contractors. The limits of coverage are the same as above.

3. Subject to the restrictions imposed by Article V, Section 14 below, CITY must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's Rail Corridor for **INSPECTION OR MAINTENANCE** purposes, and the BNSF Manager of Public Projects will determine if flagging is required. CITY must procure and maintain the insurance coverage required by Exhibit C-1 and comply with the obligations set forth in Exhibit C and Exhibit F, as the

same may be revised from time to time. If the construction work hereunder is contracted, CITY must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, and Exhibit F, as the same may be revised from time to time. CITY will be responsible for its contractor(s) compliance with such obligations.

4. **TO THE FULLEST EXTENT PERMITTED BY LAW, CITY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE MAINTENANCE SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE MAINTENANCE SITE, (IV) CITY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RAIL CORRIDOR, INCLUDING WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY CITY, OR (V) AN ACT OR OMISSION OF CITY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. ~~THE LIABILITY ASSUMED BY CITY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, UNLESS SUCH CLAIMS, ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.~~**

#### **ARTICLE V – JOINT OBLIGATIONS**

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications. BNSF will notify SANBAG of potential impacts to Project at the time said impacts are known subject to the provisions of Article II, Item 4.
2. The work hereunder must be performed in accordance with the Bridge Requirements set forth in Exhibit F and the detailed plans and specifications approved by BNSF.
3. SANBAG must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. At BNSF's discretion, any work that would affect train operations shall be scheduled at night. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any

reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

4. BNSF shall have the right to request any SANBAG employee, or CITY employee, who enters BNSF's Rail Corridor and because of their incompetence, neglect of duty, unsafe conduct or misconduct and/or they adversely affected BNSF's operations or facilities, be removed from the Rail Corridor. In the event SANBAG or CITY elects not to honor such request, BNSF may stop work within its Rail Corridor until the matter has been fully resolved to BNSF's satisfaction. The party whose employee has been asked to leave the Rail Corridor will indemnify BNSF and the other parties against any claims arising from such removal.

5. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Contractor (or any of its subcontractors), in BNSF's reasonable opinion, prosecutes the Project work in a manner which is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) SANBAG fails to pay BNSF for the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by SANBAG, Contractor or its subcontractor to rectify the situation to the reasonable satisfaction of BNSF's Division Engineer or until additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement on the tenth business day after SANBAG receives written notice from BNSF of such breach, which SANBAG has failed to cure or to commence cure. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

Garry Cohoe  
SANBAG Director of Project Delivery  
1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410  
Phone number: (909) 884-8276  
Fax number (909) 388-2002  
Email: [gcohoe@sanbag.ca.gov](mailto:gcohoe@sanbag.ca.gov)

6. SANBAG's or CITY's employees, agents, contractors, representatives and invitees shall wear Personal Protective Equipment ("PPE") when on the BNSF's Rail Corridor during construction of the Project or performing subsequent maintenance after completion of construction. The PPE shall meet applicable OSHA and ANSI specifications. Current BNSF PPE requirements are listed on the web site, [www.contractororientation.com](http://www.contractororientation.com). A partial list of BNSF's PPE requirements include; a) safety glasses: permanently affixed side shields; no yellow lenses, b) hard hats with high visibility orange cover, c) safety shoes: hardened toe, above-the-ankle lace-up with a defined heel and d), high visibility retro-reflective orange vests are required as specified by BNSF's representative in charge of the Project. PPE requirements as defined on the web site, will be amended from time to time, and shall take precedence over the Partial list of requirements outlined in this Section 6 of Article V. Hearing protection, fall protection and respirators will be worn as required by State and Federal regulations.

7. SANBAG must supervise and inspect the operations of all SANBAG contractors to assure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of the BNSF railroad. If BNSF determines that proper supervision and inspection is not being performed by SANBAG personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating Rail Corridor). Construction of the Project will not proceed until SANBAG corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify SANBAG'S Director of Project Delivery for appropriate corrective action.

8. BNSF shall contribute the amount of Six Hundred Eighty Nine Thousand Seven Hundred Ten and No/100 Dollars (\$689,710.00) toward the cost of the Projectst (hereinafter referred to as "BNSF's Share"). BNSF's Share is based on the costs for preliminary engineering, right-of-way, and construction within the following limits:

- (a) Where a grade crossing is eliminated by grade separation, the structure and approaches required to transition to a theoretical highway profile which would have been constructed if there were no railroad present, for the number of lanes on the existing highway and in accordance with the current design standards of the appropriate state highway agency; and
- (b) Where another facility, such as a highway or waterway, requiring a bridge structure is located within the limits of a grade separation project, the estimated cost of a theoretical structure and approaches as described in 23 CFR 646.210(c)(1) to eliminate the railroad-highway grade crossing without considering the presence of the waterway or other highway.

The total cost of constructing the Project is estimated to be Twenty Four Million Four Hundred Seventy Eight Thousand and No/100 Dollars (\$24,478,000.00), more particularly described on Exhibit G attached hereto and incorporated herein.

9. BNSF will make payment in full of BNSF's Share to SANBAG upon receipt of a detailed invoice of the Project's final costs, together with written advice of the Project's date of completion as provided for hereinabove in Article III Section 13. ok

10. SANBAG agrees to furnish BNSF's Manager Public Projects monthly Project Progress Reports that detail work completed, percentage of Project completeness, an updated projection of the Project's final cost, and the Project's estimated completion date for BNSF's use in budgeting BNSF's Share.

11. Pursuant to this Section and Article II, Section 6 herein, SANBAG must reimburse BNSF in full for the actual reasonable costs of all work performed by BNSF under this Agreement.

12. In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorneys fees pursuant to California Civil Code Section 1717, as well as other litigation costs, including expert witness fees. The prevailing Party shall also be entitled to recover all actual attorneys fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

13. All expenses detailed in statements sent to SANBAG pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Federal Aid Highway Program Manual, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement and the issuance of Notice to Proceed as more particularly described in Article III, Section 16.

14. The parties mutually agree that no construction activities for the Project, nor future maintenance of the Structure once completed, that would materially interfere with operations of the Rail Corridor will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

15. Subject to the restrictions imposed by Article V, Section 14 above, the construction of the Project will not commence until SANBAG gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's Agreement No. BF-10003191 and must state the time that construction activities will begin.

16. Within 90 days of the conclusion of the Project and final acceptance by BNSF, SANBAG must provide BNSF with a complete electronic set of the bridge plans with the railroad clearances (prepared in English Units). BNSF will also accept a marked up paper copy of the bridge plans labeled "**As Built**".

The marked up copy of those plans will reflect any and all deviations from the original plans that occurred during construction. The electronic set of bridge plans will be submitted in Micro Station \*.dgn electronic format (preferred) or AutoCAD \*.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. The "As Built" plans shall show actual measured "as constructed" clearances as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities. The As Built plans must comply with the Bridge Requirements set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The As Built plans must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown. It is understood that BNSF prefers to receive the "As Built" plans in an electronic format.

17. In the event that BNSF shall deem it necessary or desirable in the future, in the performance of its duty as a common carrier, to raise or lower the grade or change the alignment of its tracks or to lay additional track or tracks or to build other facilities in connection with the operation of its railroad, BNSF shall, at its expense, have full right to make such changes or additions, provided such changes or additions do not change or alter the Structure herein proposed to be constructed and provided further, however, that should it become necessary or desirable in the future to change, alter, widen or reconstruct the Structure to accommodate railroad Projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by the alteration of the Structure shall be the sole responsibility of CITY.

18. In the event CITY shall deem it necessary or desirable in the future, due to traffic conditions, to alter or reconstruct the Structure, it shall have full right to do so, subject to BNSF's approval of the plans and specifications therefore and to the Commission's jurisdiction; provided, however, that such alteration or reconstruction shall not encroach further upon or occupy the surface of BNSF's right of way herein provided to a greater extent than is contemplated by the plans and specifications to be approved by BNSF as provided in Article III, Section 1 hereof, without the prior written consent of BNSF, and execution of a supplement to this Agreement or the completion of a separate agreement.

19. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto and the Federal Highway Administration, for a period of three (3) years from the date of the final BNSF invoice under this Agreement.

20. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, no party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other parties.

21. In the event construction of the Project does not commence within three (3) years of the Effective Date, this Agreement will become null and void.

22. Neither termination nor expiration of this Agreement will release any party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

23. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

24. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein), together with previously acquired and recorded property rights if any, is the full and complete agreement between BNSF, CITY, and SANBAG with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

25. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

**BNSF:**

BNSF's Manager of Public Projects  
740 E. Carnegie Drive  
San Bernardino, CA 92408  
Email: [Melvin.Thomas@bnsf.com](mailto:Melvin.Thomas@bnsf.com)

Director Structural Engineering  
4515 Kansas Avenue  
Kansas City, KS 66106  
Email: [Byron.Burns@bnsf.com](mailto:Byron.Burns@bnsf.com)

BNSF's Project Engineer  
740 E. Carnegie Drive  
San Bernardino, CA 92408  
Email: [Greg.Rousseau@bnsf.com](mailto:Greg.Rousseau@bnsf.com)

**SANBAG:**

Garry Cohoe  
SANBAG Director of Project Delivery  
1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA 92410  
Phone number: (909) 884-8276  
Fax number (909) 388-2002  
Email: [gcohoe@sanbag.ca.gov](mailto:gcohoe@sanbag.ca.gov)

**CITY:**

City of San Bernardino  
Attention: Robert Eisenbeisz  
Deputy Director / City Engineer  
300 North D Street  
San Bernardino, CA 92418  
Fax No: (909) 384-5573

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

Signature pages to follow.

**BNSF RAILWAY COMPANY**

By: \_\_\_\_\_  
Printed Name: Sanford C. Sexhus  
Title: Vice President Engineering

WITNESS:

\_\_\_\_\_

**CITY OF SAN BERNARDINO**

By \_\_\_\_\_  
Andrea Travis-Miller  
Acting City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
James F. Penman  
City Attorney

Date: \_\_\_\_\_

**SAN BERNARDINO ASSOCIATED GOVERNMENTS**

By: \_\_\_\_\_  
Janice Rutherford  
President - Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
General Counsel

Date: \_\_\_\_\_

**CONCURRENCE:**

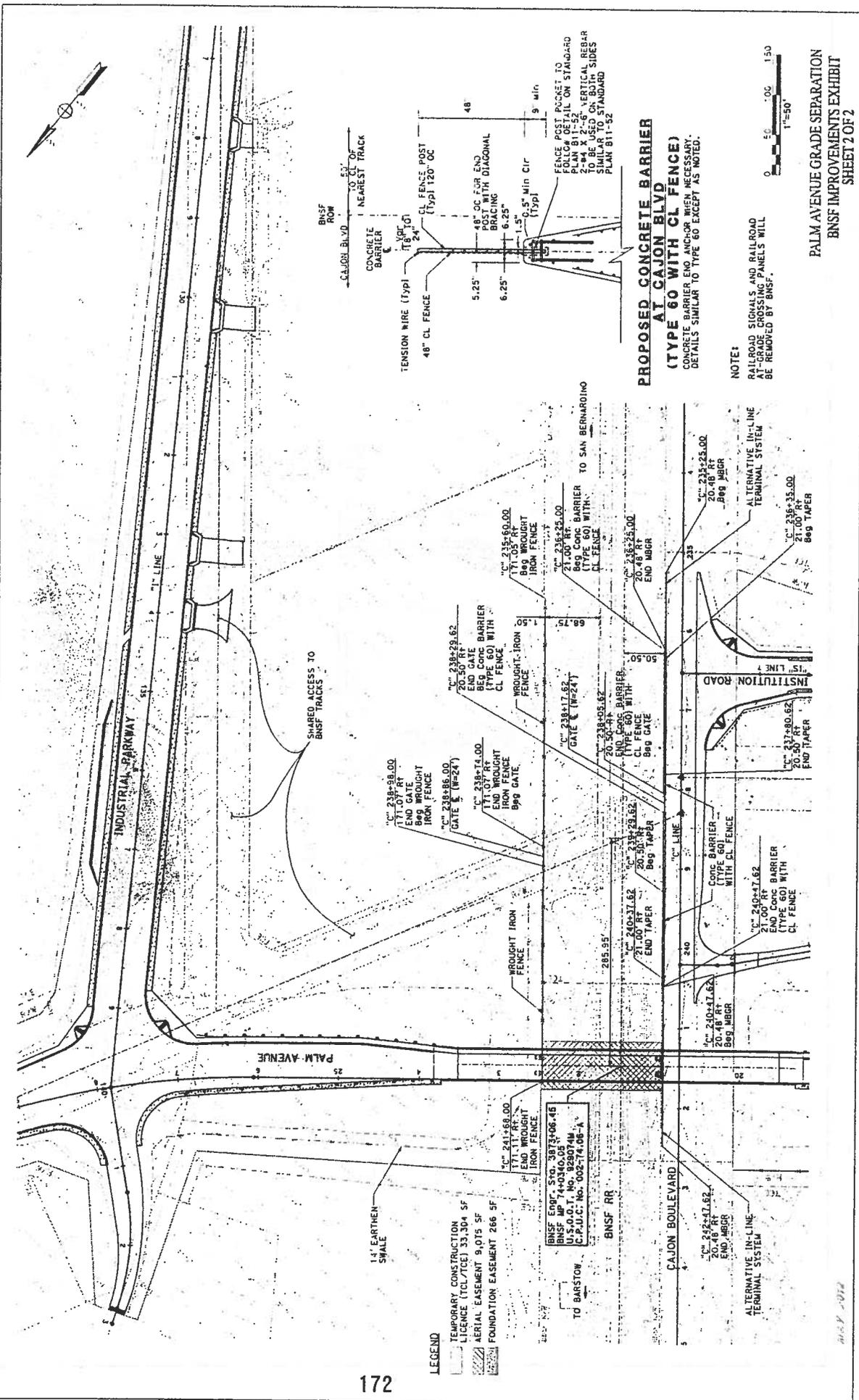
BY: \_\_\_\_\_  
Jeffery Hill  
Contract Administrator



EXHIBIT "A"  
 ATTACHED TO THE CONSTRUCTION AND  
 MAINTENANCE AGREEMENT BETWEEN  
 THE CITY OF SAN BERNARDINO AND  
 SAN BERNARDINO ASSOCIATED GOVERNMENTS

SANFORD C. SEMMUS  
 VICE PRESIDENT ENGINEERING

FORT WORTH, TEXAS  
 CALIFORNIA DIVISION  
 CAJON SUBDIVISION  
 LINE SEGMENT 7600



**PROPOSED CONCRETE BARRIER  
 AT CAJON BLVD  
 (TYPE 60 WITH CL FENCE)**

CONCRETE BARRIER END ANCHOR WHEN NECESSARY.  
 DETAILS SIMILAR TO TYPE 60 EXCEPT AS NOTED.

**NOTE:**  
 RAILROAD SIGNALS AND RAILROAD  
 AT-GRADE CROSSING PANELS WILL  
 BE REMOVED BY BNSF.



PALM AVENUE GRADE SEPARATION  
 BNSF IMPROVEMENTS EXHIBIT  
 SHEET 2 OF 2



**EXHIBIT B**  
**To Construction and Maintenance Agreement**

**EASEMENT AGREEMENT  
FOR PALM AVENUE OVERHEAD  
(C&M Agreement)**

THIS EASEMENT AGREEMENT FOR PALM AVENUE OVERHEAD ("**Easement Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2012 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a body corporate and politic of the State of California, hereinafter referred to as ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of San Bernardino, County of San Bernardino, State of California, at Mile Post 74+0340.05, as described or depicted on Exhibit "A-1" attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of \_\_\_\_\_ concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement Agreement.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1      Granting of Easement.**

1.1 **Easement Purpose.** The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 **Grant.** Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 **Reservations by Grantor.** Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

**Section 2 Term of Easement.** The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

**Section 3 No Warranty of Any Conditions of the Premises.** Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

**Section 4 Nature of Grantor's Interest in the Premises.** GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

**Section 5 Improvements.** Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

**Section 6** Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

**Section 7** Environmental.

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "Environmental Laws"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

7.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with the above-stated obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

**Section 8** Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail

corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

## **Section 9** Surrender of Premises.

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform **the following**:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

**Section 10** Liens. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

**Section 11** Tax Exchange. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with

a Notice of Assignment, attached as Exhibit "C-1", and Grantee shall execute an acknowledgement of receipt of such notice.

**Section 12 Notices.** Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

**Section 13 Recordation.** It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B-1" (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within \_\_\_\_ days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

**Section 14 Miscellaneous.**

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of California without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

**ADMINISTRATIVE FEE**

15. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of \$2,000.00 over and above the agreed upon Acquisition Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

**GRANTOR:**

**BNSF RAILWAY COMPANY, a Delaware corporation**

By: \_\_\_\_\_

Name: Mark D. Ude

Title: AVP-Corporate Real Estate Development

**GRANTEE:**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS, a body corporate and politic of the State of California**

By: \_\_\_\_\_

Name: Insert Printed Name

Title: President - Board of Directors

**EXHIBIT "A-1"**  
**To Easement Agreement**

**Premises**

**EXHIBIT "B-1"**  
**To Easement Agreement**

**MEMORANDUM OF EASEMENT**

**MEMORANDUM OF EASEMENT**

**THIS MEMORANDUM OF EASEMENT** is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a body corporate and politic of the State of California, hereinafter referred to as ("**Grantee**"), whose address for purposes of this instrument is 1170 W. 3<sup>rd</sup>. Street, San Bernardino, California 92410-1715, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

**WITNESSETH:**

**WHEREAS**, Grantor owns or controls certain real property situated in \_\_\_\_\_ County, \_\_\_\_\_ as described on **Exhibit "A-1"** attached hereto and incorporated herein by reference (the "**Premises**");

**WHEREAS**, Grantor and Grantee entered into an Easement Agreement, dated \_\_\_\_\_, 2012 (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

**WHEREAS**, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

**GRANTOR:**

**BNSF RAILWAY COMPANY**, a Delaware corporation

By: \_\_\_\_\_

Name: Mark D. Ude

Title: AVP-Corporate Real Estate Development

STATE OF TEXAS            §  
  §  
COUNTY OF TARRANT    §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

\_\_\_\_\_  
Notary Public

(Seal)

My appointment expires: \_\_\_\_\_

**GRANTEE:**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a body corporate and politic of the State of California,

By: \_\_\_\_\_

Name: Insert Printed Name

Title: President - Board of Directors

STATE OF CALIFORNIA    §  
  §  
COUNTY OF ORANGE     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title) of \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Seal)

My appointment expires: \_\_\_\_\_

EXHIBIT "A-1"  
LEGAL DESCRIPTION  
FOUNDATION EASEMENT  
APN 0266-011-13

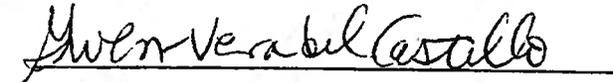
THAT PORTION OF GOVERNMENT LOT 37, RANCHO MUSCUIABE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 23 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF PALM AVENUE (64 FEET WIDE) AND THE NORTHEASTERLY RIGHT OF WAY LINE OF THE B.N.S.F. RAILROAD (150 FEET WIDE) (FORMERLY A.T. & S.F. R.R.) AS SHOWN ON A MAP FILED IN BOOK 84, PAGE 28 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 38°54'04" WEST 138.62 FEET ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE; THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE SOUTH 51°05'32" WEST 150.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 38°54'04" WEST 16.25 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE NORTH 38°54'04" WEST 28.00 FEET; THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE NORTH 51°05'56" EAST 7.50 FEET; THENCE SOUTH 38°54'04" EAST 7.75 FEET; THENCE NORTH 51°05'32" EAST 4.50 FEET; THENCE SOUTH 38°54'28" EAST 12.50 FEET; THENCE SOUTH 51°05'32" WEST 4.50 FEET; THENCE SOUTH 38°54'04" EAST 7.75 FEET; THENCE SOUTH 51°05'56" WEST 7.50 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 266 SQUARE FEET, MORE OR LESS.

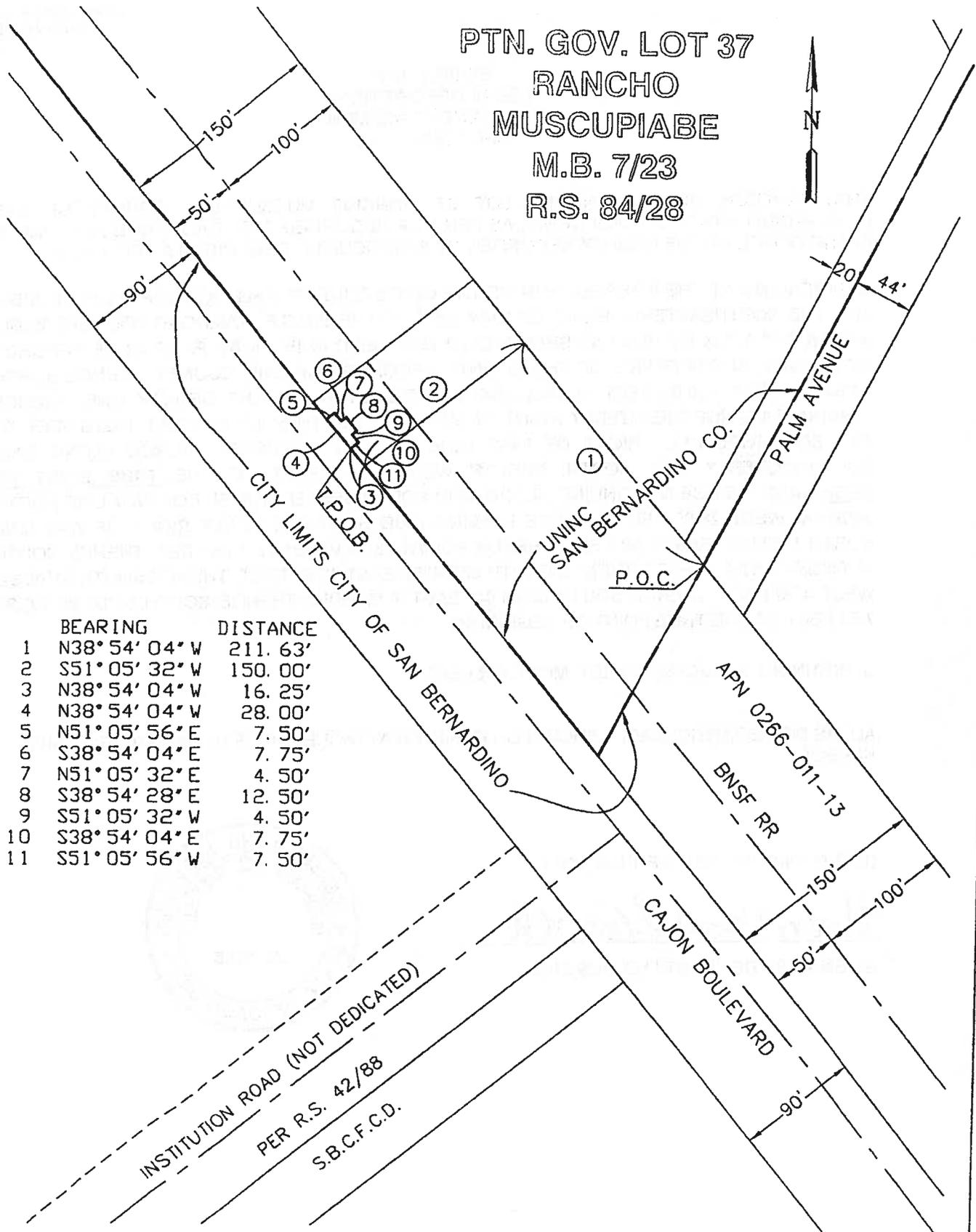
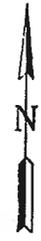
ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

DATED THIS 11<sup>TH</sup> DAY OF JUNE, 2012.

  
GWEN-VERA DEL CASTILLO, PLS 5108



PTN. GOV. LOT 37  
 RANCHO  
 MUSCUIABE  
 M.B. 7/23  
 R.S. 84/28



	BEARING	DISTANCE
1	N38° 54' 04" W	211.63'
2	S51° 05' 32" W	150.00'
3	N38° 54' 04" W	16.25'
4	N38° 54' 04" W	28.00'
5	N51° 05' 56" E	7.50'
6	S38° 54' 04" E	7.75'
7	N51° 05' 32" E	4.50'
8	S38° 54' 28" E	12.50'
9	S51° 05' 32" W	4.50'
10	S38° 54' 04" E	7.75'
11	S51° 05' 56" W	7.50'

INSTITUTION ROAD (NOT DEDICATED)  
 PER R.S. 42/88  
 S.B.C.F.C.D.

JOB #: 108-078  
 DATE: 3-23-12  
 SCALE: 1" = 100'  
 SHEET 1 OF 1

EXHIBIT "B"  
 BNSF RAILROAD  
 AP 0266-011-1385

**COAST SURVEYING, INC.**  
 15031 PARKWAY LOOP, SUITE 8  
 TUSTIN, CA 92780-6527 (714) 918-6266

**EXHIBIT "C-1"**  
**To Easement Agreement**

**NOTICE OF ASSIGNMENT**

**Goldfinch Exchange Company LLC**

*A Delaware limited liability company*

*40 Lake Bellevue Drive, Suite 101*

*Bellevue, WA 98005*

*425-646-4020*

*425-637-2873 fax*

**NOTICE OF ASSIGNMENT**

TO: \_\_\_\_\_  
and any assignees or exchange intermediaries of Buyer

You and BNSF Railway Company ("BNSF") have entered into the Release of Easement Agreement, dated \_\_\_\_\_ for the sale of the real property described therein. You are hereby notified that BNSF has assigned its rights as Grantor, but not its obligations, to Goldfinch Exchange Company LLC for the purpose of effecting a tax deferred exchange under Internal Revenue Code Section 1031. This is an assignment of rights only and BNSF will deed the property directly to you.

**ACKNOWLEDGED:**

\_\_\_\_\_  
<Property - Purchaser>

# EXHIBIT "C"

## To Construction and Maintenance Agreement

### CONTRACTOR REQUIREMENTS PALM AVENUE OVERHEAD

#### 1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to **Railway** property and/or right-of-way, hereafter referred to as "**Railway Property**", during **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a body corporate and politic of the State of California, hereinafter referred to as ("**SANBAG**") removal of the existing at-grade crossing at Palm Avenue, DOT # 026105N, CPUC # 002-74.00 through the construction of a new grade separated overhead crossing, USDOT No. 929074M, CPUC # 002B-74.06-A BNSF's Milepost 74.06, and Line Segment 7600 on BNSF's Cajon Subdivision.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit C-1 Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit C-1. Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) SANBAG fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) the Exhibit C-1 Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Garry Cohoe  
SANBAG Director of Project Delivery  
1170 W. 3rd Street, 2nd Floor  
Palm Ave Overhead May 25, 2012

San Bernardino, CA 92410  
Phone number: (909) 884-8276  
Fax number (909) 388-2002  
Email: [gcohoc@sanbag.ca.gov](mailto:gcohoc@sanbag.ca.gov)

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under the Exhibit C-1 Agreement.
- **1.01.06** The Contractor must notify SANBAG'S Director of Project Delivery (909-884-8276) and Railway's Manager Public Projects, telephone number 909-386-4472 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file BF-10003191.
- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.
- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

## **1.02 Contractor Safety Orientation**

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site [www.contractororientation.com](http://www.contractororientation.com). The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety

**Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.**

### **1.03 Railway Requirements**

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by SANBAG.
- **1.03.02** The Contractor must notify the Railway's Division Engineer at 909-386-4504 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
  - 15'-0" Horizontally from centerline of nearest track
  - 21'-6" Vertically above top of rail
  - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
  - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
  - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
  - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
  - 72'-0" Northeasterly from centerline of track, Main 1, to face of column Bent 3 and 39'-11" Southwesterly Horizontally from centerline of track, Main 3, to face of crash wall for Bent 2.
  - 25'-0" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to SANBAG and must not be undertaken until approved in writing by the Railway, and until the AUTHORITY has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by SANBAG.
- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by SANBAG for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or

materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

#### **1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:**

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site [www.contractororientation.com](http://www.contractororientation.com), which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railway under the Exhibit C-1 Agreement which are determined by Railway in its sole discretion a) to be on Railway's property, or b) that require access to Railway Critical Infrastructure, Railway Critical Information Systems, Railway's

Employees, Hazardous Materials on Railway's property or is being transported by or otherwise in the custody of Railway, or Freight in Transit involving Railway.

The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at <http://www.e-railsafe.com>, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railway's designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railway shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railway's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railway's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

### **1.05 Railway Flagger Services:**

- **1.05.01** The Contractor must give Railway's **Roadmaster (telephone 909-386-4061)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
  - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.
  - **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
  - **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
  - **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
  - **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
  - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
  - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
  - **1.05.03c** The cost of flagger services provided by the Railway will be borne by SANBAG. The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with

time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

- **1.05.03d** The average daily train traffic on this route is 84 freight trains and 2 passenger trains.

Train timetable speeds are:

Westward: 50 MPH Passenger, 35 MPH Freight  
Eastward: 79 MPH Passenger, 55 MPH Freight  
Eastward: 70 MPH, Qualifying Freight

## **1.06 Contractor General Safety Requirements**

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job

site.

- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, [www.contractororientation.com](http://www.contractororientation.com), however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**
- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

### **1.07 Excavation:**

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact BNSF's Field Engineering Representative (909-386-4079). All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the

company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

#### **1.08 Hazardous Waste, Substances and Material Reporting:**

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under the Exhibit C-1 Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

#### **1.09 Personal Injury Reporting**

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



# NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

### Injured Person Type:

- Passenger on train (C)
- Non-employee (N)  
*(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)*
- Contractor/safety sensitive (F)
- Contractor/non-safety sensitive (G)
- Volunteer/safety sensitive (H)
- Volunteer/other non-safety sensitive (I)
- Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- Non-trespasser (J) - Off Railway Property

If train involved, Train ID:

\_\_\_\_\_

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595 or by Phone 1-800-697-6736 or email to: [Accident-Reporting.Center@BNSF.com](mailto:Accident-Reporting.Center@BNSF.com)

Officer Providing Information:

\_\_\_\_\_  
 (Name) (Employee No.) (Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**

# NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY

1. Accident City/St: \_\_\_\_\_ 2. Date: \_\_\_\_\_ Time: \_\_\_\_\_

County: \_\_\_\_\_ 3. Temperature: \_\_\_\_\_ 4. Weather: \_\_\_\_\_  
(if non BNSF location)

Mile Post / Line Segment \_\_\_\_\_

5. Driver's License No. (and state) or other ID: \_\_\_\_\_ SSN(required): \_\_\_\_\_

6. Name (last, first, mi): \_\_\_\_\_

7. Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

8 Date of Birth: \_\_\_\_\_ and/or Age: \_\_\_\_\_ Gender: \_\_\_\_\_  
(If available)

Phone Number: \_\_\_\_\_ Employer: \_\_\_\_\_

9. Injury: \_\_\_\_\_ 10. Body Part: \_\_\_\_\_  
(i.e. laceration, etc.) (i.e. Hand, etc.)

11. Description of Accident (To include location, action, result, etc.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 12. Treatment:

First Aid Only \_\_\_\_\_

Required Medical Treatment \_\_\_\_\_

Other Medical Treatment \_\_\_\_\_

13. Dr. Name: \_\_\_\_\_ Date: \_\_\_\_\_

14. Dr. Address:  
Street: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

15. Hospital Name: \_\_\_\_\_

16. Hospital Address:  
Street: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

17. Diagnosis: \_\_\_\_\_

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS  
AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

## EXHIBIT "C-1"

### Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

**BNSF RAILWAY COMPANY**  
**Attention: Manager Public Projects**

**Railway File: BF-10003191**  
**Agency Project: Palm Avenue Overhead- USDOT No. 929074M**

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract") dated \_\_\_\_\_, 201\_, with **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a body corporate and politic of the State of California, hereinafter referred to as ("**SANBAG**") for the performance of certain work in connection with the following project: **Removal of the existing at-grade crossing at Palm Avenue, DOT # 026105N, CPUC # 002-74.00 through the construction of a new grade separated overhead crossing, USDOT No. 929074M, CPUC # 002B-74.06-A BNSF's Milepost 74.06, and Line Segment 7600 on BNSF's Cajon Subdivision.**

Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** ("Railway") right of way and property ("Railway Property"). The Contract provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **SANBAG** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Contract, has agreed and does hereby agree with Railway as follows:

#### **Section 1. RELEASE OF LIABILITY AND INDEMNITY**

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's Property. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED**

**BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF RAILWAY.**

**THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

## **Section 2. TERM**

This Agreement is effective from the date of the Contract until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

## **Section 3. INSURANCE**

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to *Railway* employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance naming only the *Railway* as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the *Railway* prior to performing any work or services under this Agreement
- ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

#### **Other Requirements:**

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against *Railway* for all claims and suits against *Railway*. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against *Railway* for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against *Railway* for loss of its owned or leased property or property under Contractor's care, custody, or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this **Agreement**, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following addresses:

BNSF Railway Company  
Manager Public Projects  
740 East Carnegie Drive  
San Bernardino, CA 92408  
Phone: 909-386-4472  
Fax: 909-386-4479  
Melvin.Thomas@bnsf.com

AND

BNSF Railway Company  
c/o CertFocus  
P.O. Box 140528  
Kansas City, MO 64114  
Toll Free: 877-576-2378  
Fax number: 817-840-7487  
Email: [BNSF@certfocus.com](mailto:BNSF@certfocus.com)  
[www.certfocus.com](http://www.certfocus.com)

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration.

Any insurance policy must be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this contract. Annually, Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this **Agreement** has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this **Agreement**.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain the insurance coverage(s) set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend, and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend, and indemnify **Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this **Agreement** immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this **Agreement**. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** means "Burlington Northern Santa Fe LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

#### **Section 4. EXHIBIT "C" CONTRACTOR REQUIREMENTS**

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Contract, and the Contractor Requirements set forth on Exhibit "C" attached to the Contract and this Agreement, , including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site.

#### **Section 5. TRAIN DELAY**

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay are currently \$382.20 per hour per incident. **THE RATE THEN IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF TRAIN DELAY PURSUANT TO THIS AGREEMENT.**

**Contractor and its subcontractors must give Railway's representative (BNSF Project Engineer, 909-386-4079) eight (8) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.**

**Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.**

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, will constitute an Agreement between us.

\_\_\_\_\_  
**Contractor**

**BNSF Railway Company**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Manager Public Projects**

Contact Person: \_\_\_\_\_

Accepted and effective this \_\_\_\_\_ day of 20\_\_.

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**EXHIBIT D**

<b>Flagging</b>	<b>\$360,000.00</b>
<b>Inspection</b>	<b>\$140,000.00</b>
<b>Track</b>	<b>\$150,000.00</b>
<b>TOTAL ESTIMATED COST RAILROAD WORK</b>	<b>\$750,000.00</b>

## Exhibit E



**Melvin Thomas**

*Manager Public Projects*

**BNSF Railway Company**

740 East Carnegie Drive  
San Bernardino, CA 92408  
(909) 386-4472 (office)  
(909) 831-8199 (cell)  
(909) 386-4479 (fax)  
[Melvin.Thomas@bnsf.com](mailto:Melvin.Thomas@bnsf.com)

Date:

Mr. Garry Cohoe  
Director of Project Delivery  
San Bernardino Associated Governments  
1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410

Re: Final Approval of Plans and Specifications dated \_\_\_\_\_ by  
(consultant) (**hereinafter called, the "Plans and Specifications"**)

Dear Mr. Cohoe:

This letter serves as **BNSF RAILWAY COMPANY'S** ("BNSF") final written approval of that portion of the Plans and Specifications covering the Project's concept for the construction of the Palm Avenue Overhead, U.S. D.O.T. No. 929074M involving the vertical clearances from top of rail to the bridge soffit and the horizontal clearances from center line of the tracks to face of the columns, piers, and/or abutments which ever be the case that will be constructed on or adjacent to BNSF's Rail Corridor. This final written approval is given to **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a body corporate and politic of the State of California, hereinafter referred to as ("**SANBAG**") pursuant to Article III, Section 1 of that certain Construction and maintenance Agreement between BNSF, CITY OF SAN BERNARDINO, and SANBAG, which this Exhibit E is attached to and made a part thereof.

If the Plans and Specifications are revised by SANBAG subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and SANBAG must resubmit said Plans and Specifications to BNSF for final written approval.

It is understood that the approvals contained in this letter do not cover, the approvals of plans and specifications for any falsework, shoring, and demolition that may be subsequently submitted to BNSF by SANBAG or its contractor for approval.

BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design of the project.

Respectfully,

Melvin Thomas

Manager Public Projects  
BNSF Railway

## Exhibit F

### BNSF Bridge Requirements

#### BRIDGE DESIGN, PLANS & SPECIFICATIONS:

Except for the design of temporary falsework and shoring, BNSF review of the Structure plans will be limited to the vertical and horizontal clearances, sight distance for existing train signals, foundation dimensions and drainage characteristics as they relate to existing and future tracks. BNSF will not review structural design calculations for the permanent Structure unless a member or members are influenced by railroad live loads.

Temporary falsework and shoring plans and calculations must be reviewed and approved by BNSF prior to beginning construction. SANBAG shall perform an independent review of the design calculations for temporary falsework and shoring prior to submitting them to BNSF for approval. Temporary construction clearances must be no less than 15 feet measured horizontally from the centerline of the nearest track and 21 feet-6 inches measured vertically from the top of rail of the most elevated track to the bottom of lowest temporary falsework member. State regulatory agencies may have more restrictive requirements for temporary railroad clearances.

For the permanent Structure, SANBAG will submit plans showing the least horizontal distance from the centerline of existing and future tracks to the face of the nearest member of the proposed Structure. The location of the least horizontal distance must be accurately described such that BNSF can determine where it will occur in both the horizontal and vertical plane.

For the permanent Structure, AUTHORITY will submit plans showing the least vertical clearance from top of paving to bottom the deck of the proposed Structure. Prior to beginning construction of the permanent Structure, the top of rail elevations should be checked and verified that they have not changed from the assumed elevations utilized for the design of the bridge. The general policy of BNSF with regard to bridge and related crash wall construction is to follow the current recommendations of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Current AREMA recommended practice in Manual for Railway Engineering Chapter 8 (Art. 2.1.5.1).

Prior to issuing any invitation to bid on construction of the Structure, SANBAG should conduct a pre-bid meeting where prospective Contractors have the opportunity to communicate with BNSF personnel regarding site specific train speeds, train density, and general safety requirements for men and equipment working near live tracks. Any invitation to bid and specifications for the Structure must be submitted to BNSF for review and approval prior to letting of bids for the Project.

#### BRIDGE CONSTRUCTION:

After awarding the bid, but prior to the Contractor entering BNSF's railroad corridor or property, SANBAG should conduct a pre-construction meeting with BNSF personnel in attendance to reiterate the safety requirements of construction activity adjacent to live tracks.

During construction, BNSF may require an independent engineering inspector to be present during certain critical activities of the Project, including but not limited to: driving foundation piles, erecting falsework, construction of shoring and retaining walls, placing concrete, placing soil backfill and compaction processes. SANBAG shall reimburse BNSF for all costs of supplemental inspection services.

Within 90 days of the conclusion of the Project and final acceptance by BNSF and CITY, SANBAG will provide BNSF with a complete electronic set of the bridge plans. BNSF will also accept a marked up paper copy of the bridge plans labeled "As Built". The marked up paper copy of the plans will reflect any and all deviations from the original plans that occurred during construction. The electronic set of the bridge plans will be submitted in Micro Station \*.dgn electronic format (preferred) or AutoCAD \*.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. The "As Built" plans shall show actual measured "as constructed" clearances shall be shown as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities. It is understood that BNSF prefers to receive the "As Built" plans in an electronic format.

#### **BRIDGE MAINTENANCE:**

CITY will be responsible for maintenance and repair of the Structure including the earth retention components, embankment slopes, erosion control, surface drainage, fencing, deck drains, landscaping, paint, walkways, handrails, lighting, and other improvements associated with the Project.

Fencing and other pedestrian access controls within BNSF's rail corridor and incorporated into the Project shall be designed and maintained by SANBAG through construction. Trespasser control shall be the responsibility of SANBAG through construction. Graffiti removal will be the responsibility of CITY.

#### **BRIDGE INSPECTION:**

CITY will conduct annual routine structural inspections. In the event of an earthquake, fire, flood, damage from vehicular impacts or other emergent situations, CITY will provide an immediate inspection by qualified personnel and notify BNSF of damage that may affect safe passage of trains. If necessary CITY will embargo weights or provide lane closures or other such measures to protect the structural integrity of the Structure such that there can be continuous safe passage of trains until repairs are made.

#### **BRIDGE ALTERATIONS:**

Except as provided otherwise by this Agreement, there will be no alterations made to the Structure that will alter the railroad vertical or horizontal clearances provided by the original design.

It is expressly understood by SANBAG and CITY that the right to install utilities is restricted to the placement of underground utilities beneath BNSF's tracks located a minimum of fifty (50) feet from abutments, piers, piles, or footings with the exception that upon BNSF's prior approval BNSF will permit selected utilities to be installed closer to the abutments, piers, piles, footings and/or run through the deck of the Structure. Under no circumstances will utilities be allowed to hang from the Structure. All utility crossings within the limits of BNSF's Rail Corridor will be covered by separate agreements between BNSF and each of the owners of the utilities.

## Exhibit G

### *Palm Avenue Overhead – Total Project Cost*

#### Construction

Civil Items:	\$ 7,294,864
Structures Items:	\$ 4,353,940
Railroad Items:	\$ 750,000
Construction Support:	\$ 2,112,321

#### Right of Way

ROW Acquisition:	\$ 5,476,619
ROW Utilities:	\$ 1,271,420
ROW Support:	\$ 200,000

<u>Design:</u>	\$ 3,000,000
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<u>Other Project Support:</u>	\$ 18,836
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<b>TOTAL</b>	<b>\$24,478,000</b>
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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

*Minute Action*

AGENDA ITEM: 9

**Date:** September 13, 2012

**Subject:** Palm Avenue Grade Separation Project

**Recommendation:\*** That the Committee recommend the Board:

1. Approve Award of Contract No. C12240 with Vali Cooper & Associates, Inc. for Construction Management services for the Palm Avenue Grade Separation Project in an amount not-to-exceed \$1,940,000.
2. Approve a contingency amount for Contract No. C12240 of \$194,000 and authorize the Executive Director or designee to release contingency as necessary for the project.

**Background:** **Recommendations 1 & 2 are for a new contract.** On June 11, 2012, SANBAG Board approved the release of Request for Proposals (RFP) No. C12240 for Construction Management, Materials Testing, and Construction Surveying and Public Outreach services associated with the construction of the Palm Avenue Grade Separation Project. On August 1, 2012, staff received six (6) proposals. The firms who submitted are, in alphabetical order, Berg and Associates, Ghirardelli Associates, Harris and Associates, Integris Management Group, NV5, and Vali Cooper & Associates, Inc. Staff assembled a selection panel consisting of members from the City of San Bernardino, Caltrans, County of San Bernardino and SANBAG. Following review of the six (6) proposals, three (3) firms were

\*

*Approved*  
*Major Projects Committee*

*Date:* September 13, 2012

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.  
 MPC1209a-mb  
 Attachment: C12240

shortlisted to participate in interviews: Harris and Associates, NV5 and Vali Cooper & Associates, Inc. Interviews were held on Thursday, August 23, 2012.

All three (3) firms were very qualified to manage this project. Vali Cooper & Associates thorough knowledge of the project, proposed staffing for work on the project, including their choice of subconsultants, and their work plan distinguished it from the other firms. The selection panel unanimously agreed that Vali Cooper & Associates, Inc. was the most qualified and most available team to provide the services requested. Staff verified not only the references of the firm and the principal, but also called on and received positive references for the Resident Engineer and Structure Rep/Inspector. Therefore, staff recommends approval of Contract No. C12240 with Vali Cooper & Associates, Inc. for Construction Management on the Palm Avenue Grade Separation Project for a total not-to-exceed amount of \$1,940,000, a contingency for Contract No. C12240 not-to-exceed \$194,000, and to authorize the Executive Director or designee to release contingency funds as necessary for the project.

**Financial Impact:** This item is consistent with the 2012/2013 Fiscal Year budget. Task No. 0874

**Reviewed By:** This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Contract.

**Responsible Staff:** Garry Cohoe, Director of Project Delivery



## CONTRACT SUMMARY SHEET

Contract No. C 12240 Amendment No. \_\_\_\_\_  
 By and Between  
San Bernardino Transportation Authority and Vali Cooper & Associates, Inc.

Contract Description Construction Management Services – Palm Avenue Grade Separation Project

<b>Board of Director's Meeting Date:</b> October 3, 2012
<b>Overview of BOD Action:</b> Award Contract C12240 for CM Services and establish contingency
<b>Is this a Sole-Source procurement?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

CONTRACT OVERVIEW					
Original Contract Amount	\$	1,940,000	Original Contingency Amount	\$/	194,000
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>1,940,000</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	<b>194,000</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 2,134,000</b>

Contract Start Date 10/3/12	Current Contract Expiration Date 10/3/16	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION					
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0874</u> .					
<input type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY? City of SB, MI 2010-2040					
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the <b>Overall Funding</b> for the duration of the Contract: Contract will be funded by MI 2010-2040 funds and City of San Bernardino funds					
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable					

CONTRACT MANAGEMENT INFORMATION	
<b>Check all applicable boxes:</b>	
<input checked="" type="checkbox"/> Retention? If yes, indicate % <u>5</u> .	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ %	<input type="checkbox"/> Underutilized DBE (UDBE) Goal _____ %

<u>Garry Cohoe</u>	<u>Sang Che</u>		<u>8/31/12</u>
Task Manager (Print Name)	Signature		Date
<u>Mike Barnum</u>	<u>[Signature]</u>		<u>8/29/12</u>
Project Manager (Print Name)	Signature		Date
<u>Jeffery Hill</u>	<u>[Signature]</u>		<u>9/5/12</u>
Contracts Administrator (Print Name)	Signature		Date
<u>William S. Amore</u>	<u>[Signature]</u>		<u>9/5/12</u>
Chief Financial Officer (Print Name)	Signature		Date

**ATTACHMENT A  
SCOPE OF SERVICES**

**CONTRACT NO: C12240**

**San Bernardino Associated Governments**

**Palm Avenue Grade Separation Project**

**DRAFT**

## INDEX

- A. DESCRIPTION OF SERVICES
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  - 8. Change Orders and Claims
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- D. DELIVERABLES
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- H. AVAILABILITY AND WORK HOURS
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- J. THIRD PARTY RELATIONSHIPS
- K. CONSTRUCTION SITE SAFETY
- L. BASIS FOR SURVEY AND MONUMENT MARKING
- M. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

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

**Palm Avenue Grade Separation Project**

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

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.

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

Insofar as the Consultant's approach described in the Proposal, the scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the Consultant.

SANBAG anticipates that the total contract will be approximately 32 months in duration, with preconstruction services starting in October 2012, construction starting in June 2013 and ending in April 2015 (440 WD) followed by closeout activities not exceeding two months. A 30 day landscape plant establishment period is included.

CONSULTANT shall provide qualified construction management and inspection, materials

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

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

**Mr. Mike Barnum, Construction Manager**

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

**B. PERFORMANCE REQUIREMENTS**

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

The number of CONSULTANT personnel assigned to the Project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the Project schedule, Project requirements, and construction activities.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SANBAG, SANBAG may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project.

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

personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SANBAG, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SANBAG and local agencies in obtaining compliance with the safety and accident prevention provisions of the Project. Local agencies will retain jurisdictional control for traffic control.

All services required herein shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT personnel will:

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

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

**C. DUTIES AND RESPONSIBILITIES**

**1. Pre-construction Services**

**a. Schedule**

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

**b. Budget**

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

**c. Constructability Review**

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

**2. Bid Process**

**a. Bid Documents**

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

- 1) Review of bid documents
- 2) Preparation of bid tabulations

**b. Pre-construction Meetings**

CONSULTANT shall assist SANBAG in conducting one, or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, design engineer, Caltrans, County and City staff, utility companies, and developers.

**c. Contract Award**

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

- 1) Review of bid for completeness and responsiveness
- 2) Perform bid analysis
- 3) Development of contractor payment schedules, and other procedural items.
- 4) Checking Contractor references, licenses, insurance, and sureties.
- 5) Coordination with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.

3. Project Administration

- a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SANBAG, local agencies, and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.
- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SANBAG Major Projects Portal

- g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.
- h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SANBAG. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.
- i. CONSULTANT shall review and ensure compliance with environmental requirements.
- j. CONSULTANT shall participate in partnering sessions with the Contractor, SANBAG, and Local Agencies, as required.
- k. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.
- l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.
- m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).
- o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable

4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SANBAG, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.
- c. CONSULTANT shall maintain regular contact with SANBAG's

Project/Construction Manager.

- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
- e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.
- f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the Construction Manager. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG and State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the Construction Manager and the design engineer.
- j. CONSULTANT shall review and approve falsework and shoring plans.
- k. CONSULTANT shall review and approve Traffic Control Plans and forward to SANBAG for Caltrans/City/County approvals, as necessary.
- l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. CONSULTANT

shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.

- b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, and safety standards. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
  - 1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
  - 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
  - 3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
  - 4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.

- 5) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
- 6) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
- 7) Preparing construction sketches, drawings, and cross-sections, as necessary.
- 8) Assisting in the preparation of as-built plans.
- 9) Providing inspections for environmental compliance.
- 10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- 11) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 12) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

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

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.

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

**2) Grid Grades**

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

**3) Open Ended Traverses and Profile Data Sheets**

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

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

**4) Three Line Profiles**

Separate profile plots are required for the left edge of pavement, the right

edge of pavement, and the edge of shoulder for all travel lanes.

#### 5) Right of Way Lines

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

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

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

- a) Right of Way Surveys which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.
- b) Final monumentation which includes setting of centerline points of control upon completion of construction.

#### 6) Special Design – Data Surveys

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

#### 7) Control Survey

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

#### 8) Topographic Surveys

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

CONSULTANT will provide all necessary Project related surveys and

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

b. **Materials Testing and Geotechnical Services**

- 1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.
- 2) All field and laboratory testing is to be performed in accordance with California Test Methods.
- 3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. **Public Outreach**

1) **General Public Outreach Plan**

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

b) SANBAG will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project include, but are not limited to:

- i. LOCAL AGENCY
- ii. SANBAG Board
- iii. LOCAL AGENCY and area Emergency Service Providers
- iv. School Transportation Coordinator(s)
- v. Local Business Community
  - i) Specific businesses with expanding priority based on proximity to work zone and detours
  - ii) Chamber of Commerce
- vi. Commuters
- vii. Recreational Travelers
- viii. Trucking Industry
- ix. Local media
  - i) Print
  - ii) Radio

iii) Television

- c) In the weeks prior to the selection of a construction contractor, SANBAG may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
- d) Following the emergency responders briefing, SANBAG may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
- f) Just prior to the start of field construction activities, SANBAG and CONSULTANT (includes all PR subs) may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.
- g) Prior to construction beginning, SANBAG and CONSULTANT may coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site. Staffing this event will be determined based on availability.
- h) Near the completion of the construction Project, SANBAG and CONSULTANT will coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.
- i) At various stages throughout the Project, SANBAG will request support from CONSULTANT for the following items:
  - i. Establish and maintain stakeholder and/or 'interested parties' list(s) – used for sharing Project updates during Project construction. May need to be filtered to specific audiences (i.e. emergency responders, city government, etc.)

- ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SANBAG contact information, LOCAL AGENCY contact information, photos, logos, etc.)
- iii. Weekly media advisories (use SANBAG template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SANBAG Public Information Office for approval, submit to webmaster for posting, distribute to appropriate media and stakeholder list.
- iv. Emergency notices – when needed.
- v. Develop web content for project tab on SANBAG website. This page should include same elements of fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to SANBAG Public Information Office for approval prior to submitting to webmaster.

2) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SANBAG Public Information Office before agreeing to appear.

3) All media inquiries shall be directed to the SANBAG Public Information Office.

d. **Permits**

CONSULTANT shall review the Project for permit compliance and coordinate with SANBAG and the design engineer to ensure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. **Cost and Schedule**

a. CONSULTANT shall monitor and track the following:

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

b. CONSULTANT shall review and monitor Contractor's schedule and inform

SANBAG of any significant changes or deviations in the schedule.

- c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

- a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.
- b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows
  - 1) Agreed Price
  - 2) Adjustment in compensation to a bid item
  - 3) Time and materials or Force Account

CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.

- c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SANBAG as determined by SANBAG's Construction Manager.
- d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.

9. Safety

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

- a. CONSULTANT shall implement and conduct a comprehensive safety program

including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SANBAG with monthly status of safety reports.

- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

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

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.
- 2. Monthly Project Activity Summary Reports.
- 3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- 4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction Project.

5. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
6. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, change order data, claims and claim reports, and Contractor payment records.
7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SANBAG with the Project files.
9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
  - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
  - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
  - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SANBAG. A copy of all survey documents furnished by SANBAG shall be retained by CONSULTANT for future reference.

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

- d. Deliverables to the Resident Engineer shall follow the format specified below:
  - 1) Horizontal Control
  - 2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
  - 3) Vertical Control
  - 4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
  - 5) Topography

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

**E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT**

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times

to perform the services required, including but not limited to the following:

- a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
  - b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
  - d. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.
6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
- a. Survey vehicles:  
Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.
  - b. Data Processing Systems:  
Data processing systems shall include hardware and software to:
    - 1) Performing survey and staking calculations from the design plans and specifications;
    - 2) Reduce survey data collected with conventional and total station survey systems;
    - 3) Perform network adjustments for horizontal and vertical control surveys;
    - 4) Format survey data to be compatible with the Caltrans computer survey and data system.
  - c. Drafting equipment and supplies.
  - d. Digital calculators.
  - e. Hand tools as appropriate for the requested survey work.
  - f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).
  - g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.

- h. Leveling instruments and equipment:
  - 1) Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
  - 2) Suitable level rods for the work to be performed.
- i. Distance measuring instruments and equipment:
  - 1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
  - 2) Prisms, sufficient to perform the required work.
  - 3) Tapes; steel, cloth.
- j. Angle measuring instruments and equipment:
  - 1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
  - 2) Targets as required to perform the work.
- k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.
- l. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

**F. MATERIALS TO BE FURNISHED BY SANBAG**

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

**G. STANDARDS**

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

Caltrans Manuals including:

2. Construction Manual and its revisions
3. Bridge Construction Records and Procedures Manual
4. Quality Assurance Program Manual
5. Manual of Traffic Controls for Construction and Maintenance Work Zones
6. Caltrans Standard Specifications and Standard Plans
7. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
8. Manual of Test (3 volumes)
9. Survey Manual
10. 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

- 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

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

11. Construction Surveying Project Manager

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

12. Field Party Chief(s)

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

b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:

- 1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
- 2) Ability to make effective decisions concerning field problems and work in progress.
- 3) Familiarity with typical coordinate geometry computer programs.
- 4) Familiarity with safety requirements for surveying near traffic.

c. The Party Chief(s) will assume the following responsibilities:

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

13. Survey Crews

a. Qualifications for survey crew members should include the following:

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

b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:

- 1) Perform basic calculations to support construction staking.
- 2) Maintain continuous communication with Party Chiefs and office personnel.





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

*Minute Action*

AGENDA ITEM: 10

**Date:** September 13, 2012

**Subject:** Laurel Street Grade Separation Project

**Recommendation:**\* That the Committee Recommend the Board:

1. Approve Award of Contract No. C13012 with Athalye Consulting Engineering Services, Inc. for Construction Management services for the Laurel Street Grade Separation Project in an amount not-to-exceed \$4,995,000.
2. Approve a contingency amount for Contract No. C13012 of \$499,500 and authorize the Executive Director or designee to release contingency as necessary for the project.

**Background:** **Recommendations 1 & 2 are for a new contract.** On July 11, 2012, SANBAG Board approved the release of Request for Proposals (RFP) C13012 for Construction Management, Materials Testing, and Construction Surveying and Public Outreach services associated with the construction of the Laurel Street Grade Separation Project. On August 8, 2012, staff received five (5) proposals. The firms who submitted are, in alphabetical order, Arcadis U.S. Inc., Athalye Consulting Engineering Services, Inc., J. L. Patterson & Associates, Inc., Rail Pros, and Parsons Brinckerhoff. Staff assembled a selection panel consisting of members from the City of Colton, Caltrans, Riverside County Transportation Commission (RCTC) and SANBAG staff. Following review of the five (5)

\*

*Approved*  
*Major Projects Committee*

*Date:* September 13, 2012

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.  
 MPC1209b-mb  
 Attachment: C13012

proposals, four (4) firms were shortlisted to participate in interviews: in alphabetical order, Arcadis U.S. Inc., Athalye Consulting Engineering Services, Inc., Rail Pros, and Parsons Brinckerhoff. Interviews were held on Thursday, August 29, 2012.

All four (4) firms were very qualified to manage this project, Athalye Consulting Engineering Services, Inc. thorough knowledge of the project, proposed staffing for work on the project, including their choice of subconsultants, and their work plan distinguished it from the other firms. The selection panel unanimously agreed that Athalye Consulting Engineering Services, Inc. was the most qualified and most available team to provide the services requested. Staff verified not only the references of the firm and the principal, but also called on and received positive references for the Resident Engineer and Structure Rep/Inspector. Therefore, Staff recommends approval of Contract No. C13012 with Athalye Consulting Engineering Services, Inc. for Construction Management on the Laurel Street Grade Separation Project for a total not-to-exceed amount of \$4,995,000, a contingency for Contract No. C13012 for a not-to-exceed amount of \$499,500, and to authorize the Executive Director or designee to release contingency as necessary for the project.

***Financial Impact:*** This item is consistent with the 2012/2013 Fiscal Year budget. Task No. 0884

***Reviewed By:*** This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Contract.

***Responsible Staff:*** Garry Cohoe, Director of Project Delivery

## CONTRACT SUMMARY SHEET

Contract No. C 13012 Amendment No. \_\_\_\_\_

By and Between

San Bernardino County Transportation Authority and Athalye Consulting Engineering Services, Inc

Contract Description Laurel Street Grade Separation Project

**Board of Director's Meeting Date:** October 3, 2012  
**Overview of BOD Action:** Award Construction Management (CM) Services Contract and establish CM contingency

Is this a Sole-Source procurement?  Yes  No

CONTRACT OVERVIEW					
Original Contract Amount	\$	4,995,000	Original Contingency Amount	\$	499,500
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>4,995,000</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	<b>499,500</b>
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 5,494,500</b>

Contract Start Date 10/3/12	Current Contract Expiration Date 10/3/17	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0884</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? \$ <u>1M</u> MI and City of Colton / <u>UPRR</u> / <u>BNSF</u>	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds <input checked="" type="checkbox"/> Local Funds <input type="checkbox"/> TDA Funds <input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: City of Colton, BNSF, UPRR and MI	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

CONTRACT MANAGEMENT INFORMATION	
<b>Check all applicable boxes:</b>	
<input checked="" type="checkbox"/> Retention? If yes, indicate % <u>5</u> .	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) Goal _____ %	<input type="checkbox"/> Underutilized DBE (UDBE) Goal _____ %

<u>Garry Cohoe</u>		8/31/12
Task Manager (Print Name)	Signature	Date
<u>Mike Barnum</u>		8/30/17
Project Manager (Print Name)	Signature	Date
<u>Jeffery Hill</u>		9/5/12
Contracts Administrator (Print Name)	Signature	Date
<u>WILLIAM STAWARSKI</u>		9/5/12
Chief Financial Officer (Print Name)	Signature	Date

**ATTACHMENT A  
SCOPE OF SERVICES**

**CONTRACT NO: C13012**

**San Bernardino Associated Governments**

**Laurel Street Grade Separation Project**

**DRAFT**

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A. DESCRIPTION OF SERVICES

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

**Laurel Street Grade Separation Project**

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

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

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

Services

Services are to 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.

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

Insofar as the Consultant's approach described in the Proposal, the scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the Consultant.

The total contract will be approximately 32 months in duration, with preconstruction services starting in October 2012, construction starting in March 2013 and ending in March 2015 followed by closeout activities not exceeding two months. The above durations includes a 90 day landscape, plant establishment period.

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

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

**Mr. Mike Barnum, Construction Manager**

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

**B. PERFORMANCE REQUIREMENTS**

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

The number of CONSULTANT personnel assigned to the Project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the Project schedule, Project requirements, and construction activities.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the

performance of CONSULTANT personnel is unsatisfactory to SANBAG, SANBAG may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide equally qualified replacement personnel until the assigned personnel returns to the Project approved by SANBAG.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with prior concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SANBAG, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SANBAG and local agencies in obtaining compliance with the safety and accident prevention provisions of the Project. Local agencies will retain jurisdictional control for traffic control.

All services required herein shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

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

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

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

On days when work is not performed by the construction contractor, such as rainy or unsuitable

weather days, CONSULTANT will not provide services unless authorized by the SANBAG Construction Manager.

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

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

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

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

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

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

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

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

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

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

CONSULTANT personnel will:

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

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

## C. DUTIES AND RESPONSIBILITIES

### 1. Pre-construction Services

#### a. Schedule

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

#### b. Budget

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

#### c. Constructability Review

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

### 2. Bid Process

#### a. Bid Documents

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

- 1) Review of bid documents

2) Preparation of bid tabulations

b. Pre-construction Meetings

CONSULTANT shall assist SANBAG in conducting one, or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, design engineer, Caltrans, County and City staff, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

- 1) Review of bid for completeness and responsiveness
- 2) Perform bid analysis
- 3) Development of contractor payment schedules, and other procedural items.
- 4) Checking Contractor references, licenses, insurance, and sureties.
- 5) Coordination with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.

3. Project Administration

- a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SANBAG, local agencies, and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.
- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings,

supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.

- f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SANBAG Major Projects Portal
- g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.
- h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SANBAG. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.
- i. CONSULTANT shall review and ensure compliance with environmental requirements.
- j. CONSULTANT shall participate in partnering sessions with the Contractor, SANBAG, and Local Agencies, as required.
- k. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.
- l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.
- m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).
- o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable

#### 4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between

Contractor, SANBAG, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.

- c. CONSULTANT shall maintain regular contact with SANBAG's Project/Construction Manager.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
- e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.
- f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the Construction Manager. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the Construction Manager and the design engineer.
- j. CONSULTANT shall review and approve falsework and shoring plans.
- k. CONSULTANT shall review and approve Traffic Control Plans and forward to SANBAG for Caltrans/City/County approvals, as necessary.

1. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.
- b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, and safety standards. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
  - 1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
  - 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.

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

## 6. Project Support

### a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

#### 1) Construction Surveys

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

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

## 2) Grid Grades

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

## 3) Open Ended Traverses and Profile Data Sheets

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

numbers, coordinates, bearings, and curve data.

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

#### 4) Three Line Profiles

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

#### 5) Right of Way Lines

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

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

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

- a) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.
- b) Final monumentation, which includes setting of centerline points of control upon completion of construction.

#### 6) Special Design – Data Surveys

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

7) Control Survey

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

8) Topographic Surveys

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

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

b. Materials Testing and Geotechnical Services

- 1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.
- 2) All field and laboratory testing is to be performed in accordance with California Test Methods.
- 3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach

- 1) General Public Outreach Plan
  - a) SANBAG's primary goal is to assure the public that SANBAG is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.
  - b) SANBAG will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project include, but are not limited to:
    - i. LOCAL AGENCY
    - ii. SANBAG Board

- iii. LOCAL AGENCY and area Emergency Service Providers
  - iv. School Transportation Coordinator(s)
  - v. Local Business Community
    - i) Specific businesses with expanding priority based on proximity to work zone and detours
    - ii) Chamber of Commerce
  - vi. Commuters
  - vii. Recreational Travelers
  - viii. Trucking Industry
  - ix. Local media
    - i) Print
    - ii) Radio
    - iii) Television
- c) In the weeks prior to the selection of a construction contractor, SANBAG may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
- d) Following the emergency responders briefing, SANBAG may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
- f) Just prior to the start of field construction activities, SANBAG and CONSULTANT (includes all PR subs) may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.
- g) Prior to construction beginning, SANBAG and CONSULTANT may coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site. Staffing this event will be determined based on availability.
- h) Near the completion of the construction Project, SANBAG and CONSULTANT will coordinate a ribbon-cutting media event.

CONSULTANT will be called upon in a similar fashion to the groundbreaking event.

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

- 2) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SANBAG Public Information Office before agreeing to appear.
- 3) All media inquiries shall be directed to the SANBAG Public Information Office.

**d. Permits**

CONSULTANT shall review the Project for permit compliance and coordinate with SANBAG and the design engineer to ensure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

- a. CONSULTANT shall monitor and track the following:
  - 1) Contract pay item quantities and payments
  - 2) Contract change orders
  - 3) Supplemental work items
  - 4) Agency furnished materials
  - 5) Contingency balance
  - 6) Project budget
- b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.
- c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

- a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.
- b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows
  - 1) Agreed Price
  - 2) Adjustment in compensation to a bid item
  - 3) Time and materials or Force Account

CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.

- c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SANBAG as determined by SANBAG's Construction Manager.

- d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.

9. Safety

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

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SANBAG with monthly status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

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

D. DELIVERABLES

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

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

- d. Deliverables to the Resident Engineer shall follow the format specified below:
- 1) Horizontal Control
  - 2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
  - 3) Vertical Control
  - 4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
  - 5) Topography
  - 6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.
- e. Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:
- 1) Conventional Cross – Sections (each cross – section):  
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.
  - 2) Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):  
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.
  - 3) Data Collector Data  
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.
  - 4) Other—As specified in the survey request.

**E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT**

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.

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

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

**F. MATERIALS TO BE FURNISHED BY SANBAG**

- 1. SANBAG will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SANBAG will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.
- 2. SANBAG will provide copies of all previously secured permits and Project

authorizations.

3. Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

#### G. STANDARDS

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

2. Construction Manual and its revisions
3. Bridge Construction Records and Procedures Manual
4. Quality Assurance Program Manual
5. Manual of Traffic Controls for Construction and Maintenance Work Zones
6. Caltrans Standard Specifications and Standard Plans
7. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
8. Manual of Test (3 volumes)
9. Survey Manual
10. 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.**

# ATTACHMENT 'B'

ATHALYE CONSULTING ENGINEERING SERVICES, INC. (Prime Consultant)

## San Bernardino Associated Governments (SANBAG)

LAUREL STREET GRADE SEPARATION  
CONSTRUCTION MANAGEMENT SERVICES

August 31, 2012

### I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Principal	\$90.25	0	\$0.00
Project Manager	\$90.00	0	\$0.00
Resident Engineer	\$80.00	4,780	\$382,400.00
Construction Inspector	\$58.47	3,570	\$208,737.90
Structures Rep (Part-time)	\$76.22	1,840	\$140,244.80
Office Engineer/Inspector	\$55.72	4,500	\$250,740.00
Precast QA & Shop Inspection	\$78.28	180	\$14,090.40
Peak Construction Overtime	\$75.14	312	\$23,443.68

<b>Subtotal Hours &amp; Direct Labor Costs</b>	15,182	<u>\$1,019,656.78</u>	
<b>Anticipated Salary Increases</b>		<u>\$51,699.66</u>	
<b>Total Direct Labor Costs</b>		<u>\$1,071,356.44</u>	(1)

### II. INDIRECT COSTS

**INDIRECT RATE**    106.92 % x    \$ 1,071,356.44    =    Subtotal    \$1,145,494.30    (2)

Subtotal (1)

### III. FEE (PROFIT)

9 % x    \$ 2,216,850.74    =    Subtotal    \$199,516.57    (3)

Total (1) + (2)

### IV. OTHER DIRECT COSTS

Item	Amount
Photocopies (Black & White)	\$500.00
Photocopies (Color)	\$300.00
Commercial Printing	\$0.00
Mail/Courier	\$500.00
Office Complex Option	\$91,000.00
Office Supplies	\$5,105.00

Subtotal \$    \$97,405.00    (4)

### V. SUBCONSULTANTS COST

Inspection and Railroad Coordination Budget (HDR)	\$1,285,638.50
Construction Surveying Budget (Towill, Inc.)	\$694,495.93
Public Outreach Budget (Arellano & Assoc.)	\$50,000.00
Material Testing and Lab Budget(Group Delta)	\$451,093.11

Subtotal \$    \$2,481,227.54    (5)

### VI. TOTAL AMOUNT

\$4,995,000    (Total 1-5)



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

*Minute Action*

AGENDA ITEM: 11

**Date:** September 13, 2012

**Subject:** Hearing to Consider Resolution of Necessity for Parcels for the Laurel Street Grade Separation Project in the City of Colton.

**Recommendations:**\* That the Committee recommend the Board, acting as the County Transportation Commission:

1. Conduct public hearings to consider condemnation of real property required for the Laurel Street Grade Separation project (Project) in the City Colton, and
2. Adopt the attached Resolution of Necessity No. 13-029 authorizing condemnation of the Colton Industrial Park, LP, Assessor's Parcel Number APN 0160-241-11 declaring the following (2/3<sup>rd</sup> 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.

\*

*Approved*  
 Major Projects Committee

Date: September 13, 2012

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

COG		CTC	X	CTA		SAFE		CMA	
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Check all that apply.

MPC1209a-pm

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/RES%2013-030.pdf>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/RES%2013-029.pdf>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/RES%2013-035.pdf>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/RES%2013-034.pdf>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/RES%2013-031.pdf>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/RES%2013-033.pdf>

- 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.
3. Adopt the attached Resolution of Necessity No. 13-030 authorizing condemnation of the R.J. & R. property, APNs 0160-241-56 and 0160-241-59, declaring the following (2/3<sup>rd</sup> 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.
4. Adopt the attached Resolution of Necessity No. 13-031 authorizing condemnation of the Thomas Hayward property, APNs 0160-241-57 and 0160-241-58, declaring the following (2/3<sup>rd</sup> 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.

6. Adopt the attached Resolution of Necessity No. 13-033 authorizing condemnation of the Williams Furnace property, APN 0161-061-39, declaring the following (2/3<sup>rd</sup> 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.

7. Adopt the attached Resolution of Necessity No. 13-034 authorizing condemnation of the Ernesto & Ivelisse Alcala property, APN 0161-081-10, declaring the following (2/3<sup>rd</sup> 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.

8. Adopt the attached Resolution of Necessity No. 13-035 authorizing condemnation of the 7 Dolphins property, APN 0161-091-21, declaring the following (2/3<sup>rd</sup> 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.

***Background:***

**Recommendation 1:** SANBAG has made steady progress towards the start of construction on the Laurel Street Grade Separation. 100% Plans, Specifications, and Estimates will be submitted for final review and approval by the end of this year. 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, Overland, Pacific, and Cutler (OPC) sent offers to each property owner and some parcels are being acquired through negotiated sale. While SANBAG and OPC continue to negotiate with property owners of the subject parcels, not all parcels will be acquired through a negotiated sale. Although negotiations are ongoing, dialogues with the property owners for the parcels listed in recommendations 2-8 have not yet resulted in a settlement, and may 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 130220.5. During the eminent domain process, SANBAG's Real Property Agent will continue to negotiate with the property owners an attempt to reach a negotiated sale for the necessary property interests.

On September 5, 2012, the Board scheduled a public hearing for October 3, 2012, to adopt Resolutions of Necessity regarding the parcels listed in Exhibit "A" in the County of San Bernardino and the City of San Bernardino.

The adoption of the attached Resolutions of Necessity by the Commission 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.

**Recommendations 2 through 8:** There are five findings in the resolutions which need to be confirmed for each parcel to be acquired for the project. The issue of compensation value for these property interests is not addressed by these resolutions and is not to be considered at the hearings. The five findings are listed below:

1. The public interest and necessity require the project.

This project will increase safety, reduce traffic delay, and establish a railroad quiet zone crossing by separating Laurel Street 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 as an underpass with proposed retaining walls to minimize right of way impacts to adjacent properties. The proposed design minimizes the property required, but includes: full takes, partial takes, and temporary easements.

3. The properties sought to be acquired is necessary for the project.

While some of the project is being constructed within existing right-of-way, the subject properties are needed to allow the construction of a new bridge, retaining walls, drainage systems, and required utility relocations.

4. Offers required by Section 7267.2 of the Government Code have been made to the owner or owners of record.

The subject properties were appraised and offers for the full amount of the appraisals were made to the owner or owners of record in accordance with Section 7267.2 of the Government Code.

- The first offer for the Colton Industrial Park LP property (APN 0160-241-11) was made on 5/04/12.
- The first offer for the R.J. & R. property (APNs 0160-241-56 and 0160-241-59) was made on 5/17/12
- The first offer for the Thomas Hayward property (APNs 0160-241-57 and 0160-241-58) was made on 5/25/12
- The first offer for the Williams Furnace property (APN 0161-061-39) was made on 5/14/12

- The first offer for the Ernesto & Ivelisse Alcala property (APN 0161-081-10) was made on 5/07/12
  - The first offer for the 7 Dolphins property (APN 0161-091-21) was made on 5/07/12
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.

Upon completion of the project, the Commission will transfer properties acquired for this project to the City of Colton.

**Financial Impact:** This item has no impact on the adopted SANBAG Fiscal Year 2012/2013 budget. Task No. 0884.

**Reviewed By:** This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. This item has been reviewed by SANBAG General Counsel.

**Responsible Staff:** Garry Cohoe, Director of Project Delivery

**RESOLUTION NO. 13-029**

**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. 0160-241-11**

**WHEREAS**, the San Bernardino County Transportation Commission (the "Commission") is undertaking the Laurel Street Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain portions of the property located at 209 W. Laurel, Colton, 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**, 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 209 W. Laurel Street, Colton, California; and

**WHEREAS**, the real property required for the Project includes a drainage easement as legally described in Exhibit "C" and depicted in Exhibit "D" and located at 209 W. Laurel Street, Colton, California; and

**WHEREAS**, the hereinafter described real property required for the Project includes a public utilities easement as legally described in Exhibit "E" and depicted in Exhibit "F" and located at 209 W. Laurel Street, Colton, California; and

**WHEREAS**, the hereinafter described real property required for the Project includes a temporary construction easement as legally described in Exhibit "G" and depicted in Exhibit "H" and located at 209 W. Laurel Street, Colton, 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 September 6, 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 "H" 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 "H"; and

**WHEREAS**, the Commission provided written notice to the City of Colton 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 October 3, 2012 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1<sup>st</sup> Floor, 1170 W. 3<sup>rd</sup> 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", a drainage easement as legally described in Exhibit "C" and depicted in Exhibit "D", a public utility easement as legally described in Exhibit "E" and depicted in Exhibit "F" and a temporary construction easement as legally described in Exhibit "G" and depicted in Exhibit "H" 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 "H" 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 "H", 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 a roadway easement as legally described in Exhibit "A" and depicted in Exhibit "B", a drainage easement as legally described in Exhibit "C" and depicted in Exhibit "D", a public utility easement as legally described in Exhibit "E" and depicted in Exhibit "F" and a temporary construction easements as legally described in Exhibit "G" and depicted in Exhibit "H", 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 October 3, 2012 by the following vote:

A YES:

NOES:

ABSENT:

---

Janice Rutherford,  
President, SANBAG Board of Directors

ATTEST:

---

Vicki Watson,  
Clerk of the Board

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# EXHIBIT A

**EXHIBIT 'A'**  
**Legal Description**

That certain portion of Block 12, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being a portion of Parcel B conveyed in the deed to CIP Investments, L.P., recorded March 30, 2006 as Document No. 2006-0216405, Official Records of said County, described as follows:

**BEGINNING** at the intersection of the northwesterly line of Eighth Street, 80 feet wide, as shown on map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County, with the northerly line of Laurel Street, 66 feet wide, also as shown on said map;

Thence along the northwesterly line of said Eighth Street, North 18°21'19" East 95.89 feet;

Thence leaving said northwesterly line, South 66°16'22" West 12.24 feet;

Thence South 42°18'27" West 14.62 feet;

Thence South 18°20'31" West 75.26 feet;

Thence parallel with the northerly line of said Laurel Street, South 89°42'12" West 159.88 feet;

Thence South 81°24'58" West 19.95 feet;

Thence South 00°10'17" East 1.04 feet to the northerly line of said Laurel Street;

Thence along said northerly line, North 89°42'12" East 194.13 feet to the **POINT OF BEGINNING**.

The above described parcel contains 2024 square feet (0.046 acres), more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

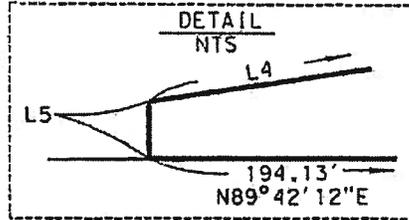
  
\_\_\_\_\_  
Ryan M. Versteeg, P.L.S. 7809

2-2-2012  
Date





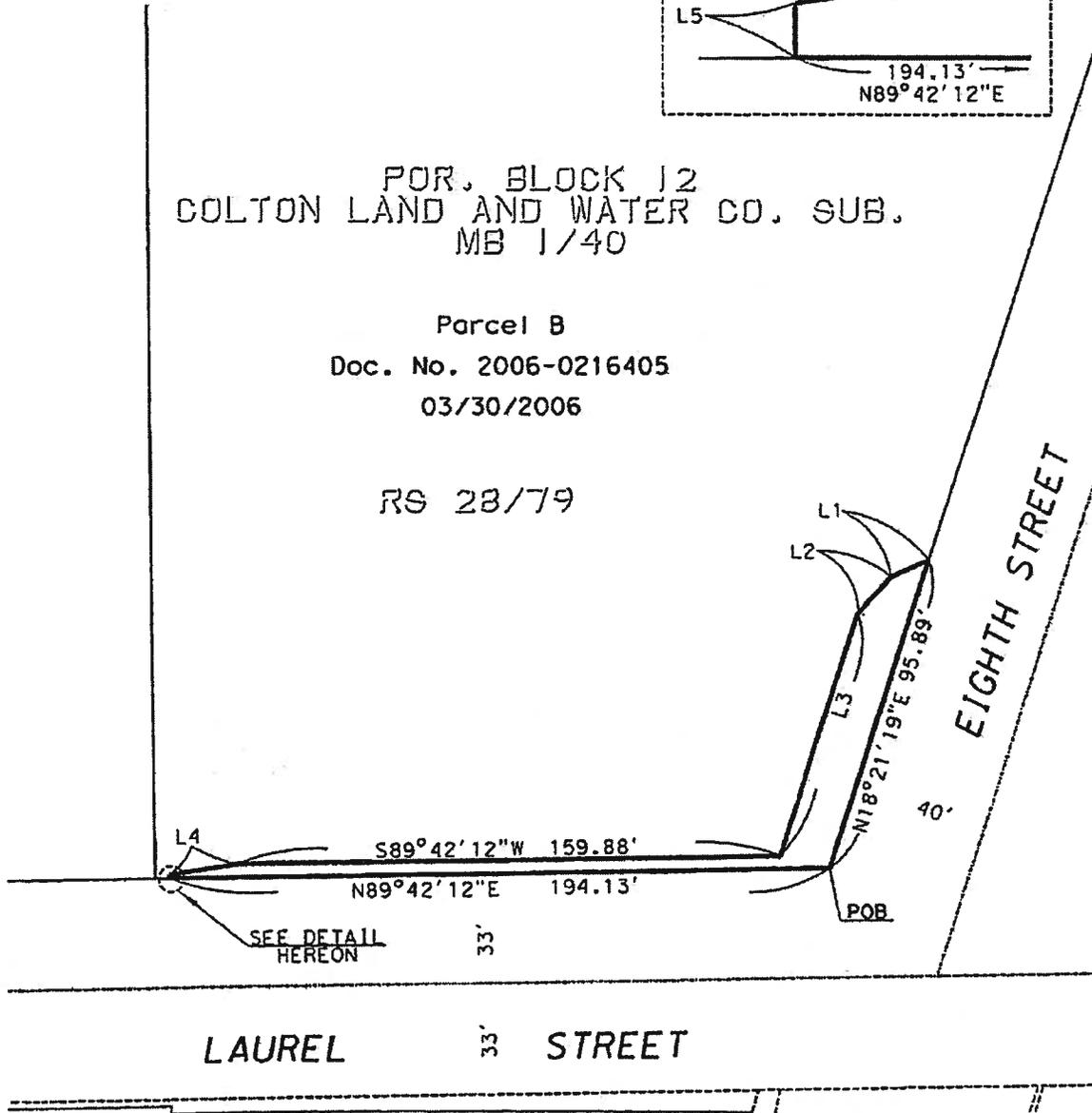
EXHIBIT 'B'



POR, BLOCK 12  
COLTON LAND AND WATER CO. SUB.  
MB 1/40

Parcel B  
Doc. No. 2006-0216405  
03/30/2006

RS 28/79



LAUREL STREET

EIGHTH STREET

LINE TABLE		
LINE	BEARING	LENGTH
L1	S66°16'22"W	12.24'
L2	S42°18'27"W	14.62'
L3	S18°20'31"W	75.26'
L4	S81°24'58"W	19.95'
L5	S00°10'17"E	1.04'

LEGEND

- PROPERTY LINES
  - EASEMENT AREA
  - POB
  - AREA
- POINT OF BEGINNING  
2,024±SQUARE FEET



**DAVID EVANS AND ASSOCIATES INC.**  
4200 Concourse, Suite 200  
Ontario California 91764  
Phone: 909.481.5750

EXHIBIT 'B'

JOB NO.:  
TRAN0000-0004

SHEET: 1 TOTAL: 1

COUNTY: SAN BERNARDINO

CITY: COLTON

ROAD EASEMENT

APN: 0160-241-11

CHECKED BY:  
RMVE

DRAWN BY:  
KXG

DATE:  
01/03/12

SCALE:  
1"=50'

[Faint, illegible text, likely bleed-through from the reverse side of the page]

# EXHIBIT C

**EXHIBIT 'A'**  
**Legal Description**

That certain portion of Block 12, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being a portion of Parcel B conveyed in the deed to CIP Investments, L.P., recorded March 30, 2006 as Document No. 2006-0216405, Official Records of said County, lying southerly and southeasterly of the following described line:

**COMMENCING** at the southwesterly corner of said Parcel B;

Thence along the westerly of said Parcel B, North  $00^{\circ}23'32''$  West 16.93 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said westerly line along a line parallel with the northerly line of Laurel Street, 66 feet wide, as shown on map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County, North  $89^{\circ}42'12''$  East 177.67 feet;

Thence leaving said parallel line North  $53^{\circ}23'15''$  East 43.54 feet to the **POINT OF TERMINUS** on the northwesterly line of Eighth Street, 80 feet wide, as shown on map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County.

**EXCEPTING THEREFROM** that portion described as follows:

**BEGINNING** at the intersection of the northwesterly line of Eighth Street, 80 feet wide, as shown on map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County, with the northerly line of Laurel Street, 66 feet wide, also as shown on said map;

Thence along the northwesterly line of said Eighth Street, North  $18^{\circ}21'19''$  East 95.89 feet;

Thence leaving said northwesterly line, South  $66^{\circ}16'22''$  West 12.24 feet;

Thence South  $42^{\circ}18'27''$  West 14.62 feet;

Thence South  $18^{\circ}20'31''$  West 75.26 feet;

Thence parallel with the northerly line of said Laurel Street, South  $89^{\circ}42'12''$  West 159.88 feet;

Thence South  $81^{\circ}24'58''$  West 19.95 feet;

Thence South  $00^{\circ}10'17''$  East 1.04 feet to the northerly line of said Laurel Street;

Thence along said northerly line, North  $89^{\circ}42'12''$  East 194.13 feet to the **POINT OF BEGINNING**.

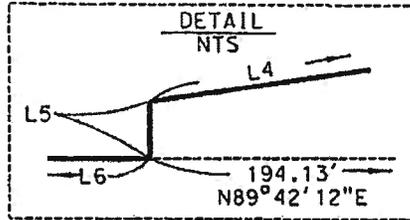
The above described parcel contains 2520 square feet (0.058 acres), more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.



# EXHIBIT D

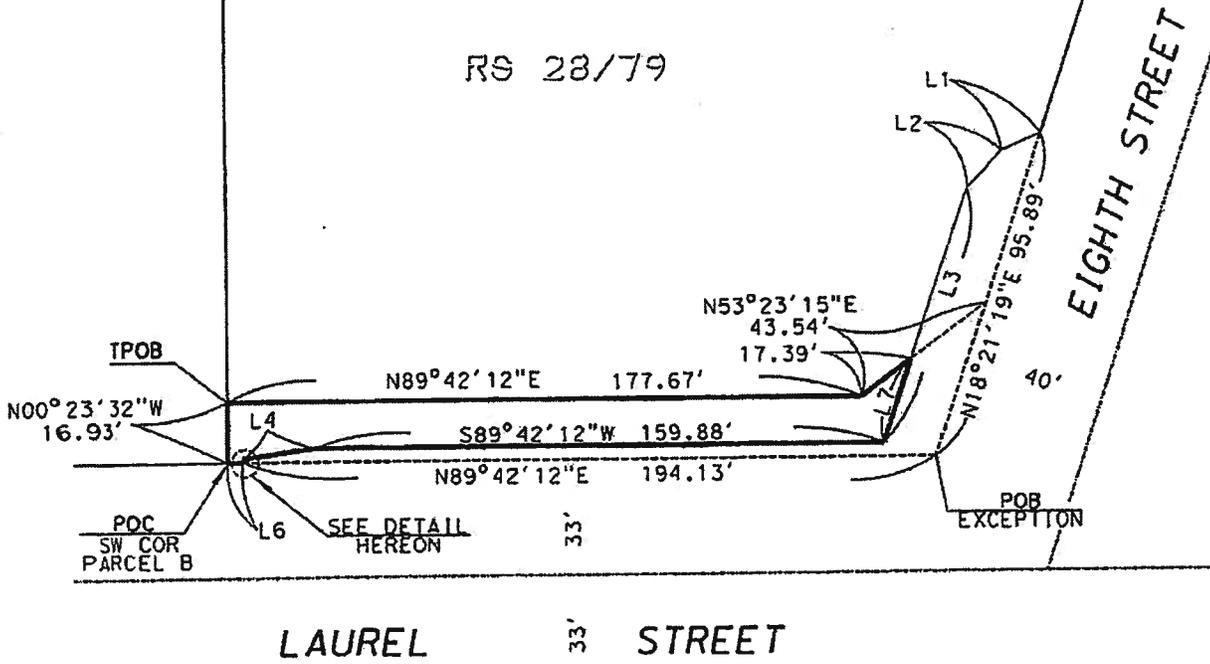
EXHIBIT 'B'



FOR BLOCK 12  
COLTON LAND AND WATER CO. SUB.  
MB 1/40

Parcel B  
Doc. No. 2006-0216405  
03/30/2006

RS 28/79



LEGEND

- PROPERTY LINES
- EASEMENT AREA
- POB POINT OF BEGINNING
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- AREA 2,520±SQUARE FEET

LINE TABLE		
LINE	BEARING	LENGTH
L1	S66°16'22"W	12.24'
L2	S42°18'27"W	14.62'
L3	S18°20'31"W	75.26'
L4	S81°24'58"W	19.95'
L5	S00°10'17"E	1.04'
L6	N89°42'12"E	4.17'
L7	N18°20'31"E	24.61'



**DAVID EVANS  
AND ASSOCIATES INC.**  
4200 Concoors, Suite 200  
Ontario California 91764  
Phone: 909.481.5750

EXHIBIT 'B'

JOB NO.:  
TRAN0000-0004

SHEET: 1 TOTAL: 1

COUNTY:  
SAN BERNARDINO

CITY:  
COLTON

DRAINAGE EASEMENT

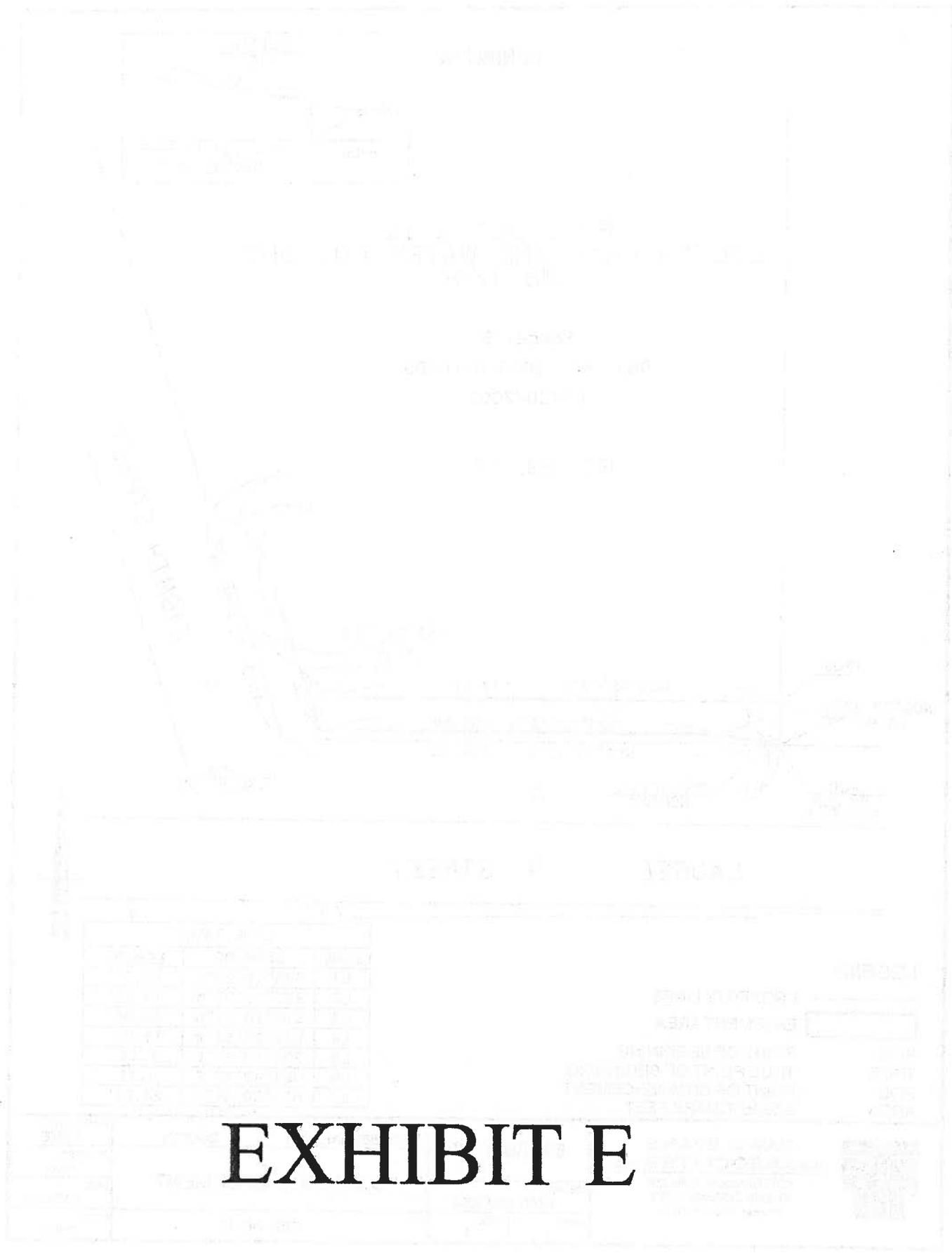
APN: 0160-241-11

CHECKED BY:  
RMVE

DRAWN BY:  
KXG

DATE:  
01/03/12

SCALE:  
1"=50'



# EXHIBIT E

**EXHIBIT 'A'**  
**Legal Description**

That certain portion of Block 12, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being a portion of Parcel B conveyed in the deed to CIP Investments, L.P., recorded March 30, 2006 as Document No. 2006-0216405, Official Records of said County, lying southerly and southeasterly of the following described line:

**COMMENCING** at the southwesterly corner of said Parcel B;

Thence along the westerly of said Parcel B, North 00°23'32" West 16.93 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said westerly line along a line parallel with the northerly line of Laurel Street, 66 feet wide, as shown on map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County, North 89°42'12" East 177.67 feet;

Thence leaving said parallel line North 53°23'15" East 43.54 feet to the **POINT OF TERMINUS** on the northwesterly line of Eighth Street, 80 feet wide, as shown on map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County.

**EXCEPTING THEREFROM** that portion described as follows:

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Thence along the northwesterly line of said Eighth Street, North 18°21'19" East 95.89 feet;

Thence leaving said northwesterly line, South 66°16'22" West 12.24 feet;

Thence South 42°18'27" West 14.62 feet;

Thence South 18°20'31" West 75.26 feet;

Thence parallel with the northerly line of said Laurel Street, South 89°42'12" West 159.88 feet;

Thence South 81°24'58" West 19.95 feet;

Thence South 00°10'17" East 1.04 feet to the northerly line of said Laurel Street;

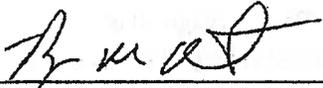
Thence along said northerly line, North 89°42'12" East 194.13 feet to the **POINT OF BEGINNING**.

The above described parcel contains 2520 square feet (0.058 acres), more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

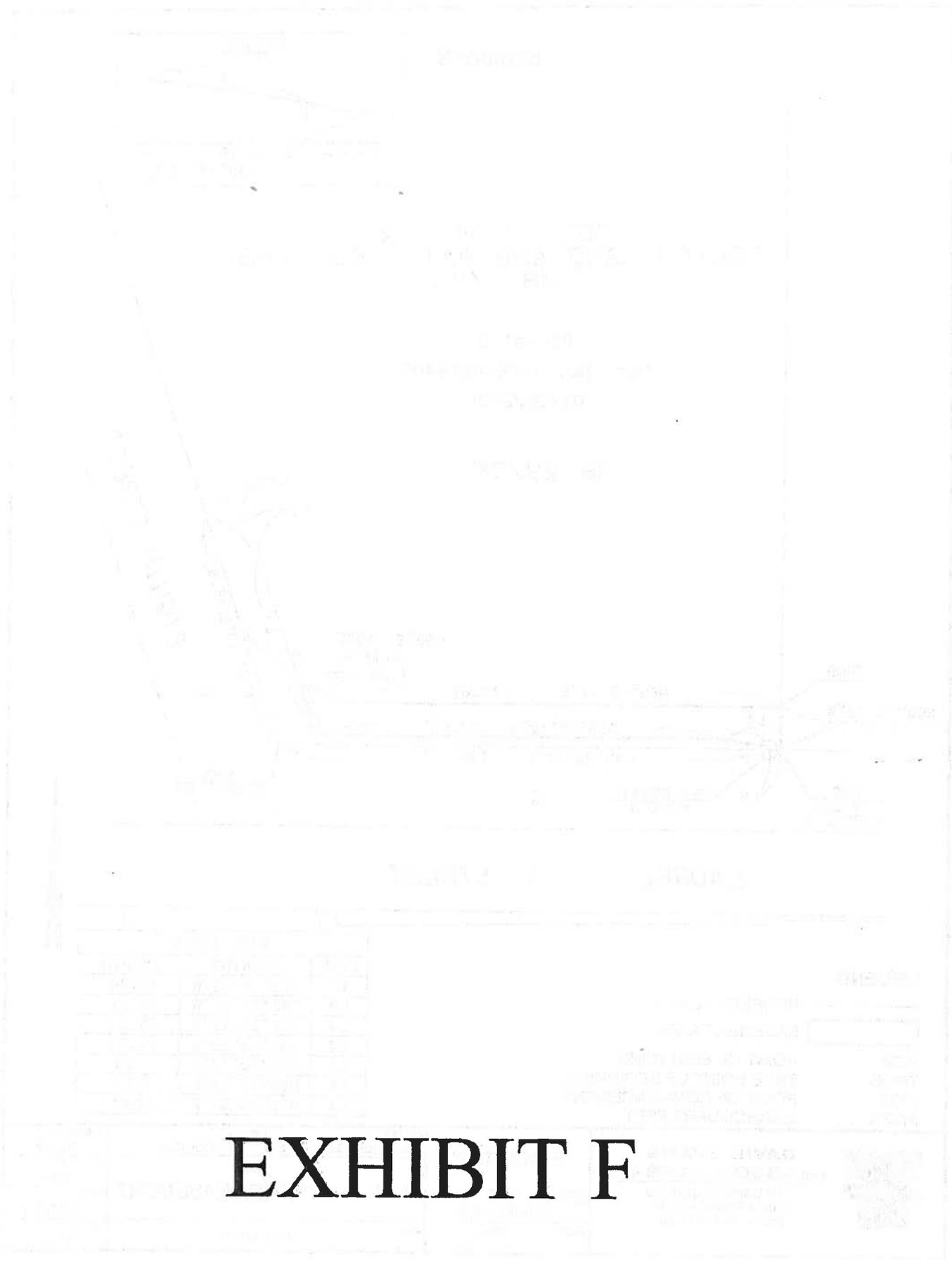
As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

  
\_\_\_\_\_  
Ryan M. Versteeg, P.L.S. 7809

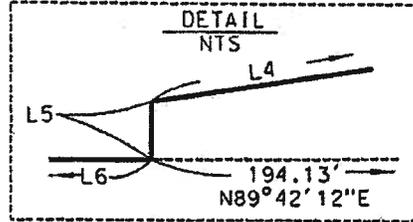
2-2-2012  
Date





# EXHIBIT F

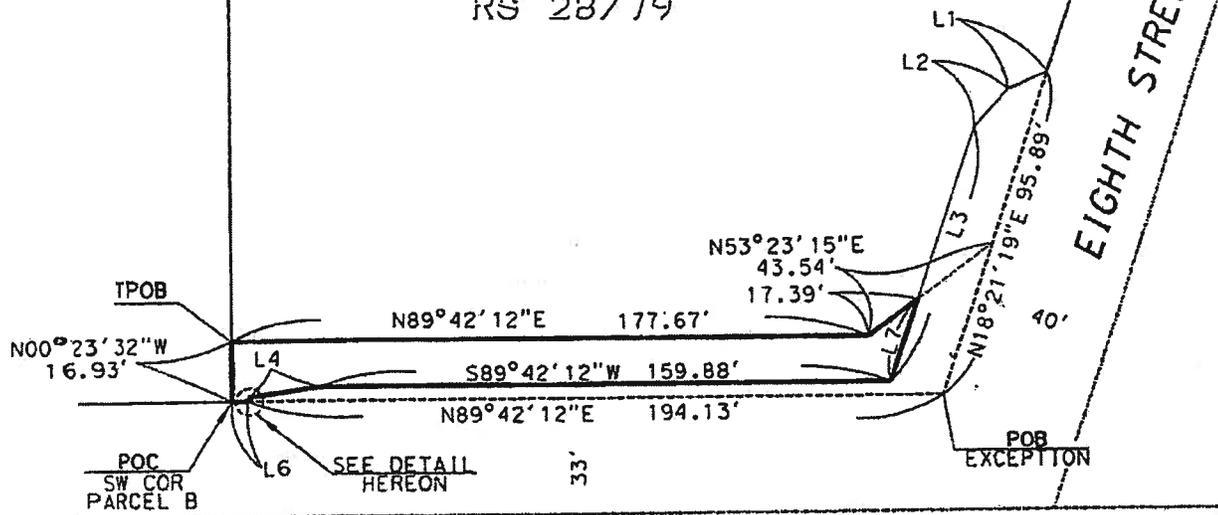
**EXHIBIT 'B'**



POR. BLOCK 12  
COLTON LAND AND WATER CO. SUB.  
MB 1/40

Parcel B  
Doc. No. 2006-0216405  
03/30/2006

RS 28/79



LAUREL STREET

EIGHTH STREET



**LEGEND**

- PROPERTY LINES
- ▭ EASEMENT AREA
- POB POINT OF BEGINNING
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- AREA 2,520± SQUARE FEET

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L4	S81°24'58"W	19.95'
L5	S00°10'17"E	1.04'
L6	N89°42'12"E	4.17'
L7	N18°20'31"E	24.61'



**DAVID EVANS AND ASSOCIATES INC.**  
4200 Concours, Suite 200  
Ontario California 91764  
Phone: 909.481.5750

**EXHIBIT 'B'**

JOB NO.:  
TRAN0000-0004

SHEET: 1 TOTAL: 1

COUNTY: SAN BERNARDINO

CITY: COLTON

**PUBLIC UTILITIES EASEMENT**

APN: 0160-241-11

CHECKED BY:  
RMVE

DRAWN BY:  
KXG

DATE:  
01/03/12

SCALE:  
1"=50'

MEMORANDUM FOR THE RECORD  
DATE: 11/12/2010

The Board of Directors of the Corporation has reviewed the financial statements of the Corporation for the quarter ended September 30, 2010, and has approved the same for release to the public. The Board also reviewed the financial statements of the Corporation for the quarter ended June 30, 2010, and has approved the same for release to the public. The Board also reviewed the financial statements of the Corporation for the quarter ended March 31, 2010, and has approved the same for release to the public.

The Board of Directors of the Corporation has reviewed the financial statements of the Corporation for the quarter ended September 30, 2010, and has approved the same for release to the public. The Board also reviewed the financial statements of the Corporation for the quarter ended June 30, 2010, and has approved the same for release to the public. The Board also reviewed the financial statements of the Corporation for the quarter ended March 31, 2010, and has approved the same for release to the public.

# EXHIBIT G

**TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
APN: 0160-241-11**

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Laurel Street Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of eighteen (18) months.

Reasonable pedestrian and vehicular access to the subject property will be maintained during construction.

EXHIBIT G

**EXHIBIT 'A'**  
**Legal Description**

That certain portion of Block 12, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being a portion of Parcel B conveyed in the deed to CIP Investments, L.P., recorded March 30, 2006 as Document No. 2006-0216405, Official Records of said County, lying southerly and southeasterly of the following described line:

**COMMENCING** at the southwesterly corner of said Parcel B;

Thence along the westerly of said Parcel B, North 00°23'32" West 16.93 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said westerly line along a line parallel with the northerly line of Laurel Street, 66 feet wide, as shown on map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County, North 89°42'12" East 94.89 feet;

Thence leaving said parallel line North 54°16'37" East 176.30 feet to the **POINT OF TERMINUS** on the northwesterly line of Eighth Street, 80 feet wide, as shown on map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County.

**EXCEPTING THEREFROM** that portion described as follows:

**BEGINNING** at the intersection of the northwesterly line of Eighth Street, 80 feet wide, as shown on map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County, with the northerly line of Laurel Street, 66 feet wide, also as shown on said map;

Thence along the northwesterly line of said Eighth Street, North 18°21'19" East 95.89 feet;

Thence leaving said northwesterly line, South 66°16'22" West 12.24 feet;

Thence South 42°18'27" West 14.62 feet;

Thence South 18°20'31" West 75.26 feet;

Thence parallel with the northerly line of said Laurel Street, South 89°42'12" West 159.88 feet;

Thence South 81°24'58" West 19.95 feet;

Thence South 00°10'17" East 1.04 feet to the northerly line of said Laurel Street;

Thence along said northerly line, North 89°42'12" East 194.13 feet to the **POINT OF BEGINNING**.

The above described parcel contains 6960 square feet (0.160 acres), more or less.

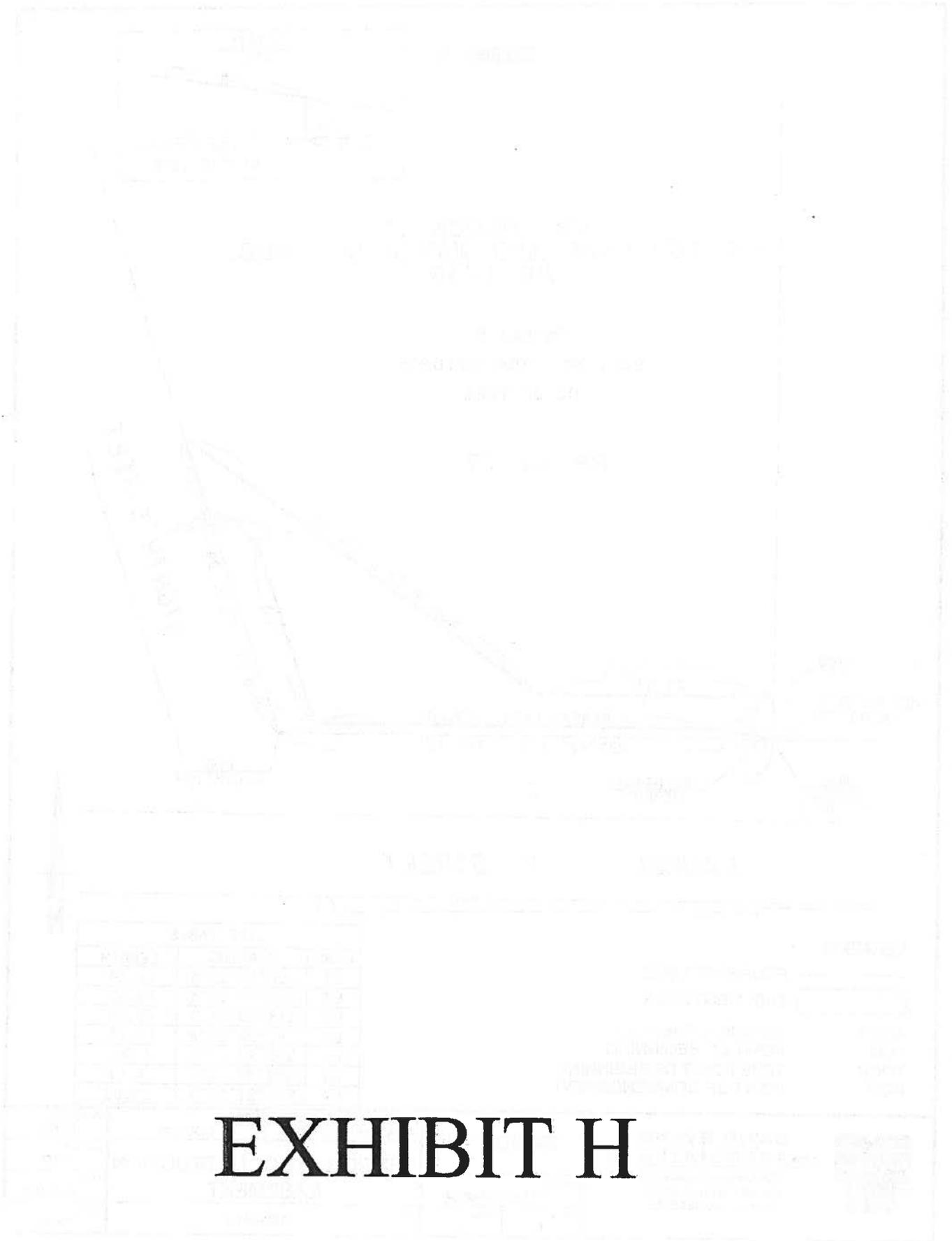
The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

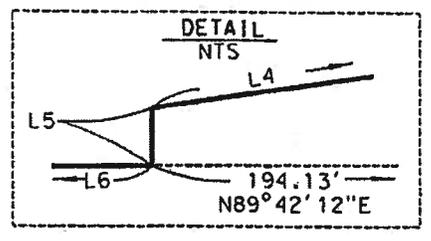
*R M V*                      2-6-2012  
Ryan M. Versteeg, P.L.S. 7809                      Date





# EXHIBIT H

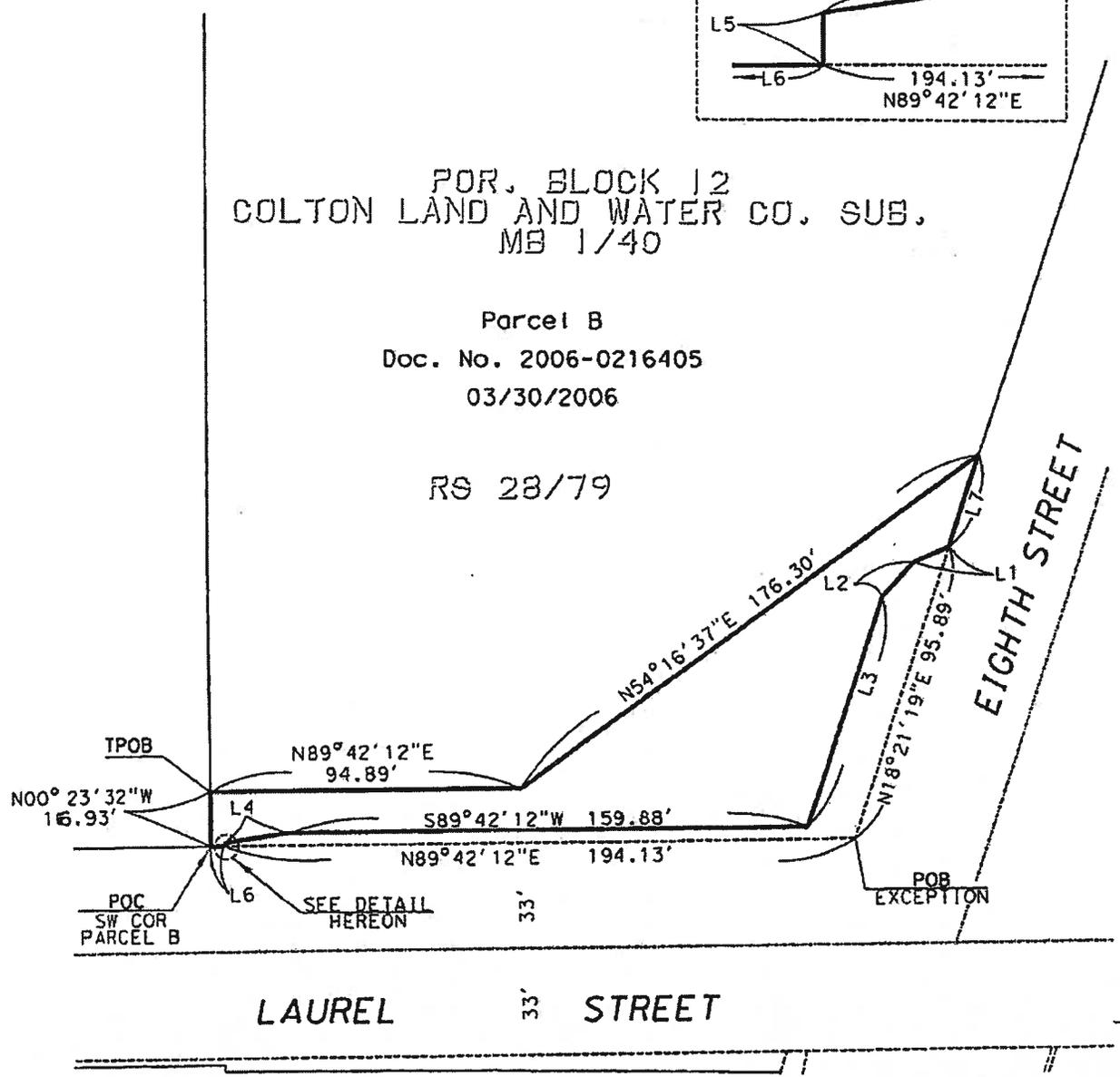
**EXHIBIT 'B'**



POR. BLOCK 12  
COLTON LAND AND WATER CO. SUB.  
MB 1/40

Parcel B  
Doc. No. 2006-0216405  
03/30/2006

RS 28/79



**LEGEND**

- PROPERTY LINES
- EASEMENT AREA
- AREA: 6,960±SQUARE FEET
- POB POINT OF BEGINNING
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	S66°16'22"W	12.24'
L2	S42°18'27"W	14.62'
L3	S18°20'31"W	75.26'
L4	S81°24'58"W	19.95'
L5	S00°10'17"E	1.04'
L6	N89°42'12"E	4.17'
L7	S18°21'19"W	29.83'

<p><b>DAVID EVANS AND ASSOCIATES INC.</b> 4200 Concourse, Suite 200 Ontario California 91764 Phone: 909.481.5750</p>	<b>EXHIBIT 'B'</b>		COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE	
	JOB NO.: TRAN0000-0004		<b>TEMPORARY CONSTRUCTION EASEMENT</b>			DRAWN BY: KXG
	SHEET: 1	TOTAL: 1	APN: 0160-241-11			DATE: 01/03/12
					SCALE: 1"=50'	

**RESOLUTION NO. 13-031**

**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. 0160-241-57 AND 0160-241-58**

**WHEREAS**, the San Bernardino County Transportation Commission (the "Commission") is undertaking the Laurel Street Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain portions of the property located at 241 and 255 W. Laurel Street, in the City of Colton, 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**, the real property required for the Project includes public utility easement as legally described in Exhibit "A" and depicted in Exhibit "B" and located at 241 and 255 W. Laurel Street, Colton, California; and

**WHEREAS**, the real property required for the Project includes temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D" and located at 241 and 255 W. Laurel Street, Colton, 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 September 6, 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 Colton 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 October 3, 2012 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1<sup>st</sup> Floor, 1170 W. 3<sup>rd</sup> 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 public utility easement as legally described in Exhibit "A" and depicted in Exhibit "B", 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 public utility easement as legally described in Exhibit "A" and depicted in Exhibit "B", 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 October 3, 2012 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

**Janice Rutherford,**  
**President, SANBAG Board of Directors**

**ATTEST:**

---

**Vicki Watson,**  
**Clerk of the Board**

# EXHIBIT A

**EXHIBIT 'A'**  
**Legal Description**

Those portions of Parcels 1 and 2 of Parcel Map No. 7889, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 80, Page 2 of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

**BEGINNING** at the southwesterly corner of said Parcel 1;

Thence along the westerly line of said Parcel 1, North  $00^{\circ}23'55''$  West 156.19 feet;

Thence leaving said westerly line, North  $89^{\circ}42'12''$  East 99.12 feet;

Thence South  $00^{\circ}00'00''$  East 146.43 feet;

Thence North  $89^{\circ}44'10''$  East 82.10 feet to the easterly line of said Parcel 2;

Thence along said easterly line South  $00^{\circ}23'32''$  East 9.71 feet to the southeasterly corner of said Parcel 2;

Thence along the southerly lines of Parcel 2 and Parcel 1, South  $89^{\circ}42'12''$  West 180.20 feet to the **POINT OF BEGINNING**.

**EXCEPTING THEREFROM** that portion described as follows:

**COMMENCING** at the southwesterly corner of said Parcel 1;

Thence along the southerly line of said Parcel 1, North  $89^{\circ}42'12''$  East 22.94 feet;

Thence North  $00^{\circ}15'50''$  West 9.80 feet to the **TRUE POINT OF BEGINNING**;

Thence North  $00^{\circ}15'50''$  West 131.37 feet;

Thence North  $89^{\circ}42'12''$  East 65.75 feet;

Thence South  $00^{\circ}00'00''$  East 131.41 feet;

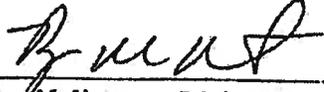
Thence South  $89^{\circ}44'10''$  West 65.14 feet to the **TRUE POINT OF BEGINNING**.

The above described parcel contains 7,597 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

  
\_\_\_\_\_  
Ryan M. Versteeg, P.L.S. 7809

1-26-2012  
Date



EXHIBIT B



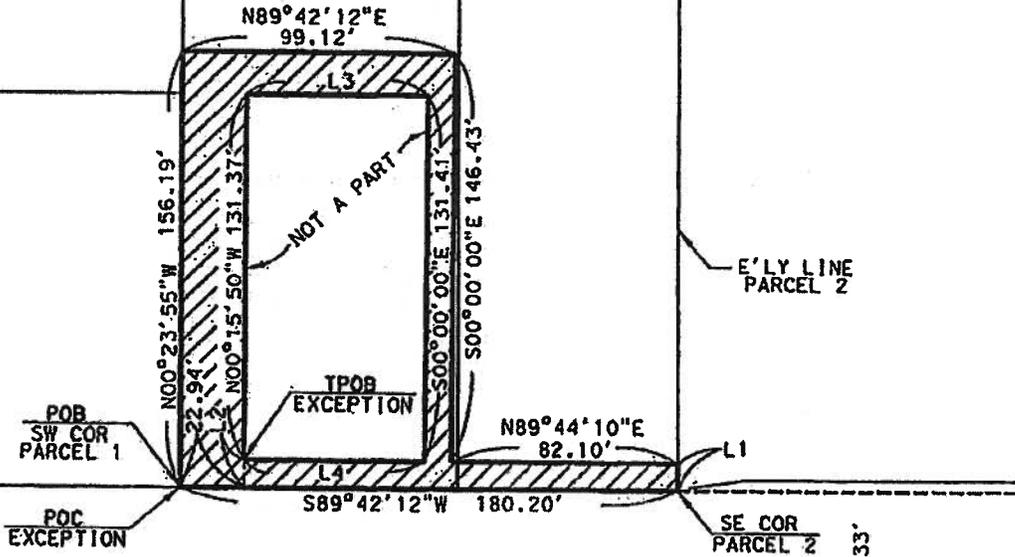
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# EXHIBIT B

EXHIBIT 'B'

PARCEL 1      PARCEL 2  
 PARCEL MAP NO. 7889  
 PMB 80/2

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°23'32"E	9.71'
L2	N00°15'50"W	9.80'
L3	N89°42'12"E	65.75'
L4	S89°44'10"W	65.14'



LAUREL STREET

LEGEND

-  PROPERTY LINES
-  EASEMENT AREA
-  POB POINT OF BEGINNING
-  TPOB TRUE POINT OF BEGINNING
-  POC POINT OF COMMENCEMENT
-  AREA 7,597± SQUARE FEET

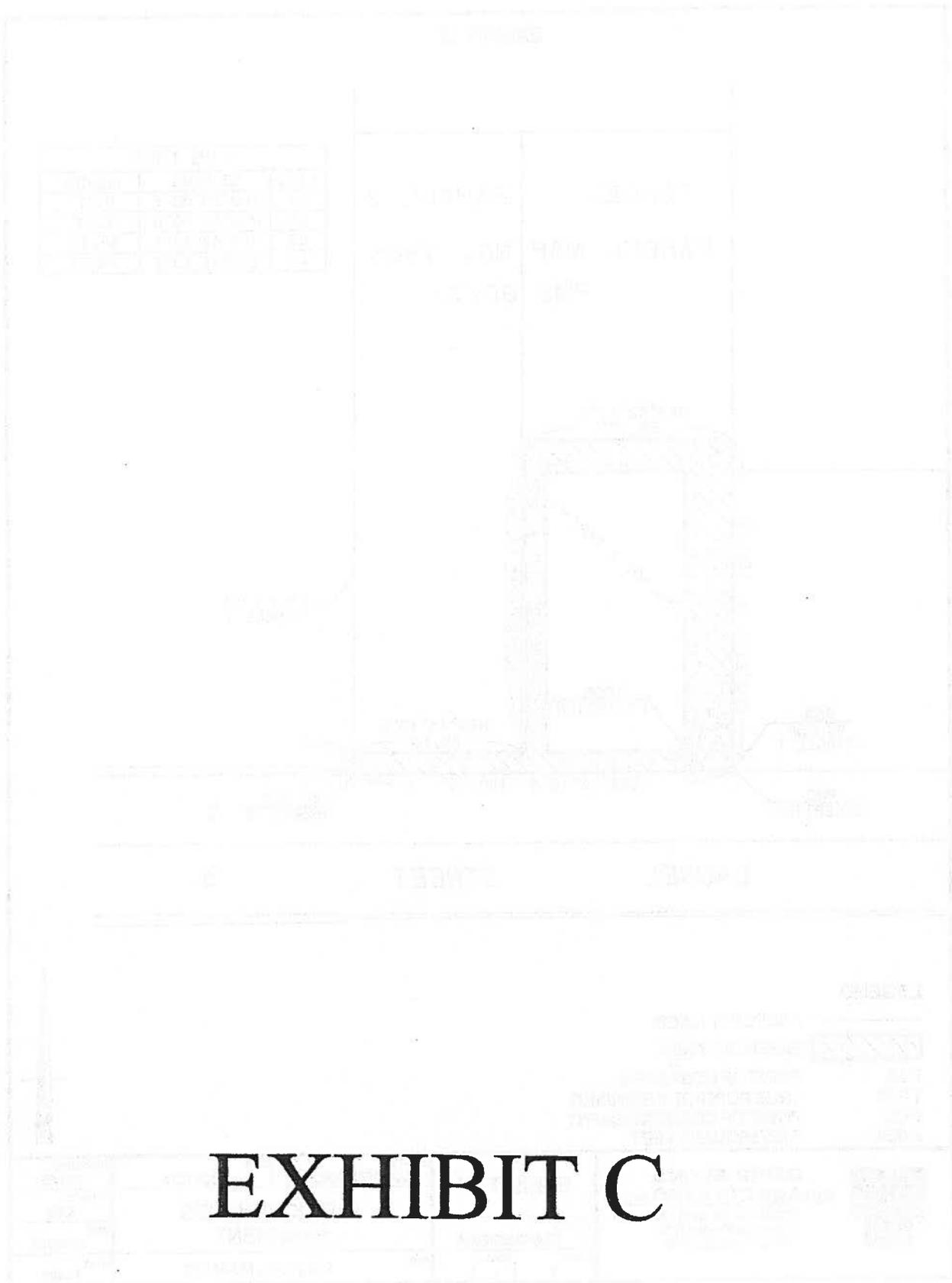


**DAVID EVANS AND ASSOCIATES INC.**  
 4200 Concourse, Suite 200  
 Ontario California 91764  
 Phone: 909.481.5760

**EXHIBIT 'B'**  
 JOB NO.: TRAN0000-0004  
 SHEET: 1 TOTAL: 1

COUNTY: SAN BERNARDINO CITY: COLTON  
**PUBLIC UTILITIES EASEMENT**  
 APR: 160-241-57, 160-241-58

CHECKED BY: RMVE  
 DRAWN BY: YXG  
 DATE: 01/25/12  
 SCALE: 1"=60'



**TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
APN: 0160-241-57 AND 0160-241-58**

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Laurel Street Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of eighteen (18) months.

Reasonable pedestrian and vehicular access to the subject property will be maintained during construction.

**EXHIBIT 'A'**  
**Legal Description**

Those portions of Parcels 1 and 2 of Parcel Map No. 7889, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 80, Page 2 of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

**BEGINNING** at the southwesterly corner of said Parcel 1;

Thence along the westerly line of said Parcel 1, North 00°23'55" West 191.19 feet;

Thence leaving said westerly line, North 89°42'12" East 27.43 feet;

Thence South 00°17'48" East 35.00 feet;

Thence North 89°42'12" East 91.22 feet;

Thence South 00°17'48" East 15.01 feet;

Thence South 89°42'12" West 19.55 feet;

Thence South 00°00'00" East 91.42 feet;

Thence North 89°44'10" East 40.42 feet;

Thence South 00°15'50" East 40.00 feet;

Thence North 89°44'10" East 41.51 feet to the easterly line of said Parcel 2;

Thence along said easterly line South 00°23'32" East 9.71 feet to the southeasterly corner of said Parcel 2;

Thence along the southerly lines of Parcel 2 and Parcel 1, South 89°42'12" West 180.20 feet to the **POINT OF BEGINNING**.

**EXCEPTING THEREFROM** that portion described as follows:

**COMMENCING** at the southwesterly corner of said Parcel 1;

Thence along the southerly line of said Parcel 1, North 89°42'12" East 22.94 feet;

Thence North 00°15'50" West 9.80 feet to the **TRUE POINT OF BEGINNING**;

Thence North 00°15'50" West 131.37 feet;

Thence North 89°42'12" East 65.75 feet;

Thence South 00°00'00" East 91.41 feet;

Thence South 89°44'10" West 28.36 feet;

Thence South 00°15'50" East 40.00 feet;

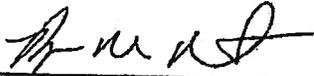
Thence South 89°44'10" West 36.96 feet to the **TRUE POINT OF BEGINNING.**

The above described parcel contains 11,601 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Ryan M. Versteeg, P.L.S. 7809

2-1-2012

Date



EXHIBIT D

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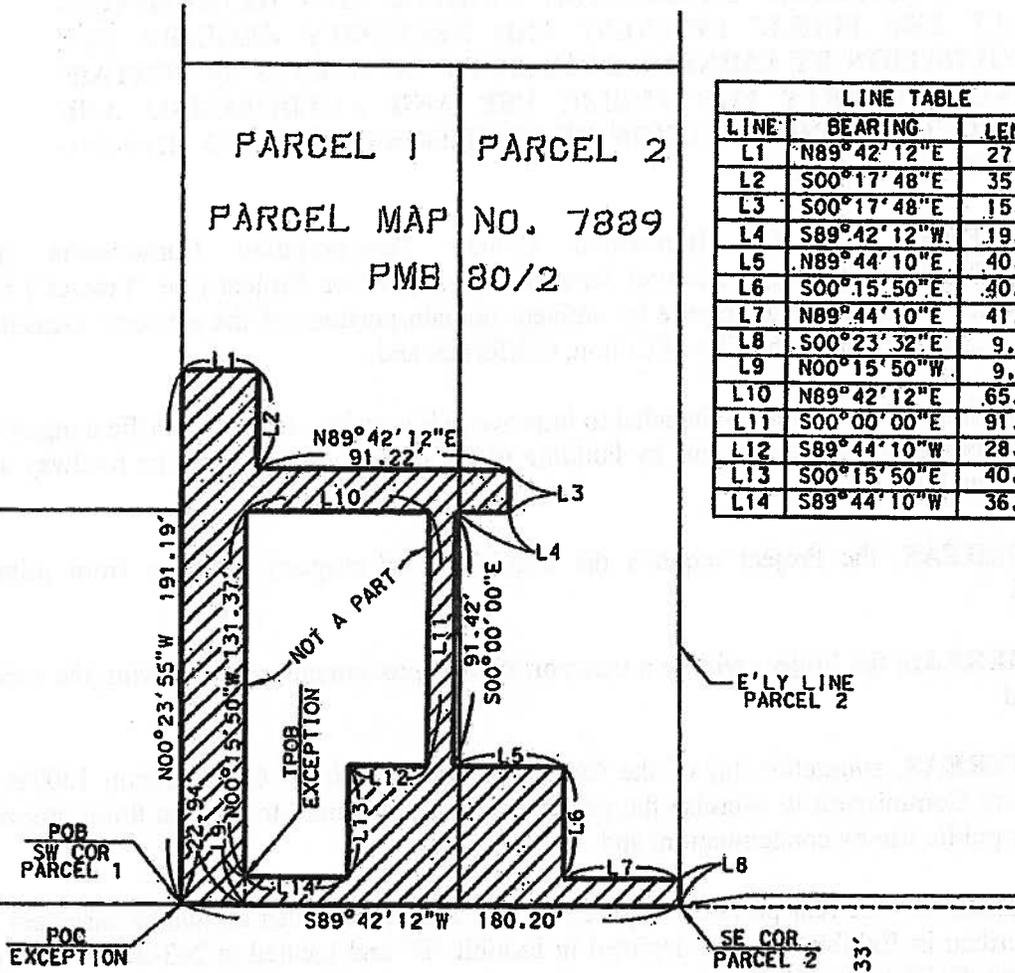
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# EXHIBIT D

EXHIBIT 'B'

PARCEL 1      PARCEL 2  
 PARCEL MAP NO. 7889  
 PMB 80/2

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°42'12"E	27.43'
L2	S00°17'48"E	35.00'
L3	S00°17'48"E	15.01'
L4	S89°42'12"W	19.55'
L5	N89°44'10"E	40.42'
L6	S00°15'50"E	40.00'
L7	N89°44'10"E	41.51'
L8	S00°23'32"E	9.71'
L9	N00°15'50"W	9.80'
L10	N89°42'12"E	65.75'
L11	S00°00'00"E	91.41'
L12	S89°44'10"W	28.36'
L13	S00°15'50"E	40.00'
L14	S89°44'10"W	36.96'



LAUREL STREET

LEGEND

- PROPERTY LINES
- EASEMENT AREA
- POB POINT OF BEGINNING
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- AREA 11,601± SQUARE FEET



**DAVID EVANS AND ASSOCIATES INC.**  
 4200 Concourse, Suite 200  
 Ontario California 91764  
 Phone: 809.481.6750

EXHIBIT 'B'

JOB NO: TRAN0000-0004  
 SHEET 1 TOTAL 1

COUNTY: SAN BERNARDINO CITY: COLTON  
**TEMPORARY CONSTRUCTION EASEMENT**

APR: 180-241-57, 160-241-58

CHECKED BY: RMVE  
 DRAWN BY: KXG  
 DATE: 01/25/12  
 SCALE: 1"=80'

**RESOLUTION NO. 13-030**

**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. 0160-241-56 AND 0160-241-59**

**WHEREAS**, the San Bernardino County Transportation Commission (the "Commission") is undertaking the Laurel Street Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain portions of the property located at 263-269 W. Laurel Street, in the City of Colton, 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**, the real property required for the Project includes an access easement as legally described in Exhibit "A" and depicted in Exhibit "B" and located at 263-269 W. Laurel Street, Colton, California; and

**WHEREAS**, the real property required for the Project includes a public utility easement as legally described in Exhibit "C" and depicted in Exhibit "D" and located at 263-269 W. Laurel Street, Colton, California; and

**WHEREAS**, the real property required for the Project includes a temporary construction easement as legally described in Exhibit "E" and depicted in Exhibit "F" and located at 263-269 W. Laurel Street, Colton, 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 September 6, 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 "F" 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 "F"; and

**WHEREAS**, the Commission provided written notice to the City of Colton 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 October 3, 2012 at 10:00 a.m. at Santa Fe Depot—SANBAG Lobby 1<sup>st</sup> Floor, 1170 W. 3<sup>rd</sup> 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 an access easement as legally described in Exhibit "A" and depicted in Exhibit "B", a public utility easement as legally described in Exhibit "C" and depicted in Exhibit "D" and a temporary construction easement as legally described in Exhibit "E" and depicted in Exhibit "F" 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 "F" 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 "F", 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 an access easement as legally described in Exhibit "A" and depicted in Exhibit "B", a public utility easement as legally described in Exhibit "C" and depicted in Exhibit "D" and a temporary construction easement as legally described in Exhibit

"E" and depicted in Exhibit "F", 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 October 3, 2012 by the following vote:

AYES:

NOES:

ABSENT:

---

Janice Rutherford,  
President, SANBAG Board of Directors

ATTEST:

---

Vicki Watson,  
Clerk of the Board

EXHIBIT A

The following table shows the results of the regression analysis for the dependent variable of the study.

Table 1. Regression results for the dependent variable of the study. The dependent variable is the number of employees in the organization. The independent variables are the size of the organization, the industry, and the region. The results show that the size of the organization is a significant predictor of the number of employees, with a positive coefficient. The industry and region variables are also significant, with the industry variable having a positive coefficient and the region variable having a negative coefficient.

Table 2. Descriptive statistics for the dependent variable of the study. The dependent variable is the number of employees in the organization.

Table 3. Descriptive statistics for the independent variables of the study. The independent variables are the size of the organization, the industry, and the region.

Table 4. Descriptive statistics for the control variables of the study. The control variables are the age of the employees, the gender of the employees, and the education level of the employees.

Table 5. Descriptive statistics for the interaction variables of the study. The interaction variables are the interaction between the size of the organization and the industry, and the interaction between the size of the organization and the region.

Table 6. Descriptive statistics for the quadratic variables of the study. The quadratic variables are the quadratic terms of the size of the organization, the industry, and the region.

# EXHIBIT A

**EXHIBIT 'A'**  
**Legal Description**

Those portions of Parcels 1 and 2 of Parcel Map No. 3489, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 31, Page 69 of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

**BEGINNING** at the southwesterly corner of said Parcel 1;

Thence along the westerly lines of said Parcels 1 and 2, North  $00^{\circ}23'33''$  West 186.19 feet;

Thence parallel with the southerly line of said Parcel 1, North  $89^{\circ}42'12''$  East 180.26 feet to the easterly line of said Parcel 2;

Thence along said easterly line, South  $00^{\circ}23'55''$  East 40.00 feet to the northerly line of the southerly 5.00 feet of said Parcel 2;

Thence along said northerly line, South  $89^{\circ}42'12''$  West 128.99 feet to the beginning of a curve concave southeasterly having a radius of 30.00 feet;

Thence southwesterly along said curve 47.12 feet through a central angle of  $90^{\circ}00'00''$ ;

Thence South  $00^{\circ}17'48''$  East 116.19 feet to the southerly line of said Parcel 1;

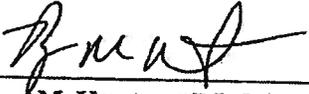
Thence along said Parcel 1, South  $89^{\circ}42'12''$  West 21.02 feet to the **POINT OF BEGINNING**.

The above described parcel contains 10,495 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

  
\_\_\_\_\_  
Ryan M. Versteeg, P.L.S. 7809

2-2-2012  
\_\_\_\_\_  
Date



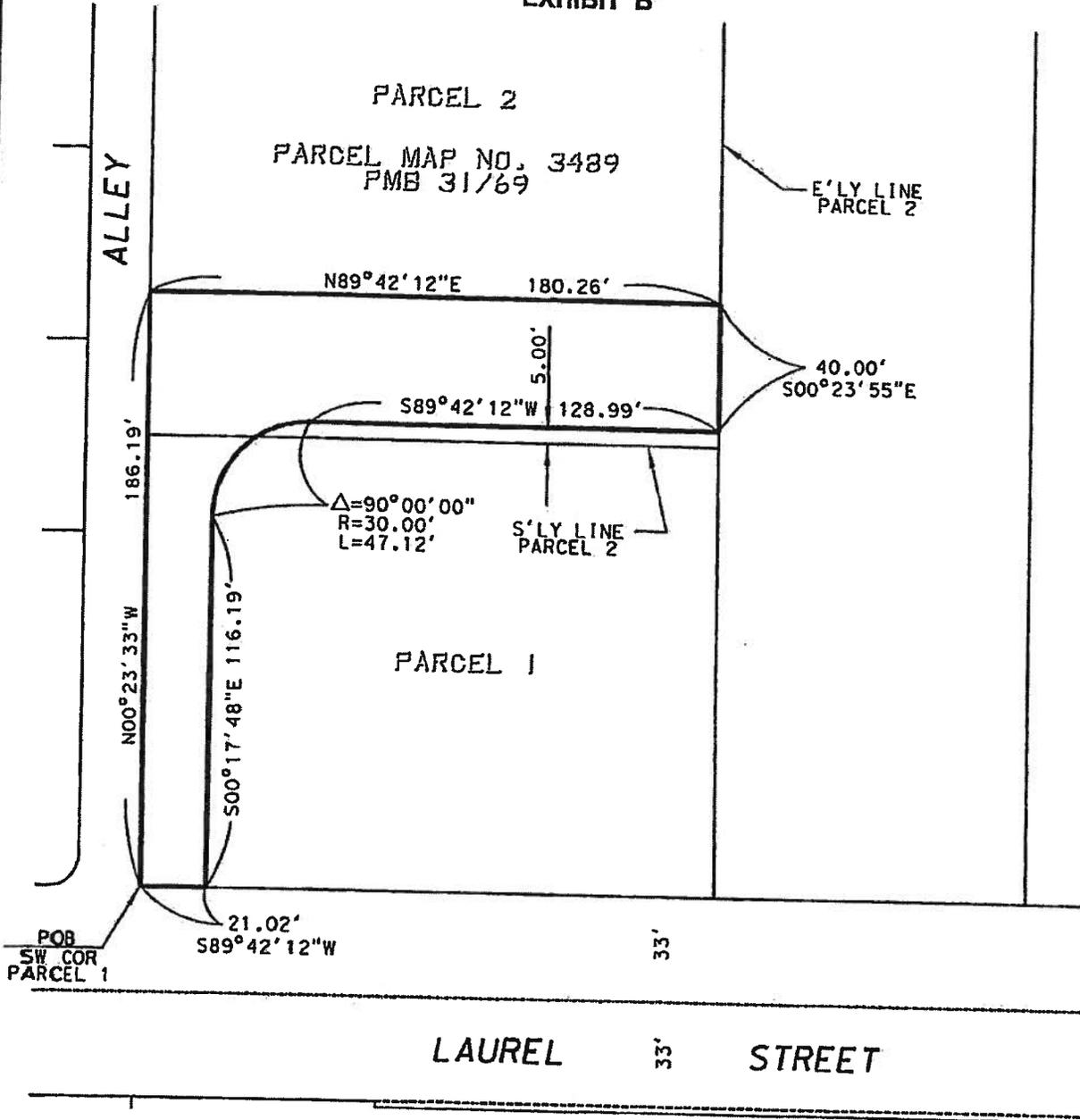
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Handwritten signatures and dates, including a date that appears to be '10/10/00'.

# EXHIBIT B

EXHIBIT 'B'



LEGEND

-  PROPERTY LINES
-  EASEMENT AREA
-  POB
-  AREA
- POINT OF BEGINNING
- 10,495± SQUARE FEET



**DAVID EVANS  
 AND ASSOCIATES INC.**  
 4200 Concourse, Suite 200  
 Ontario California 91784  
 Phone: 909.481.5750

**EXHIBIT 'B'**

JOB NO:  
 TRAN0000-0004

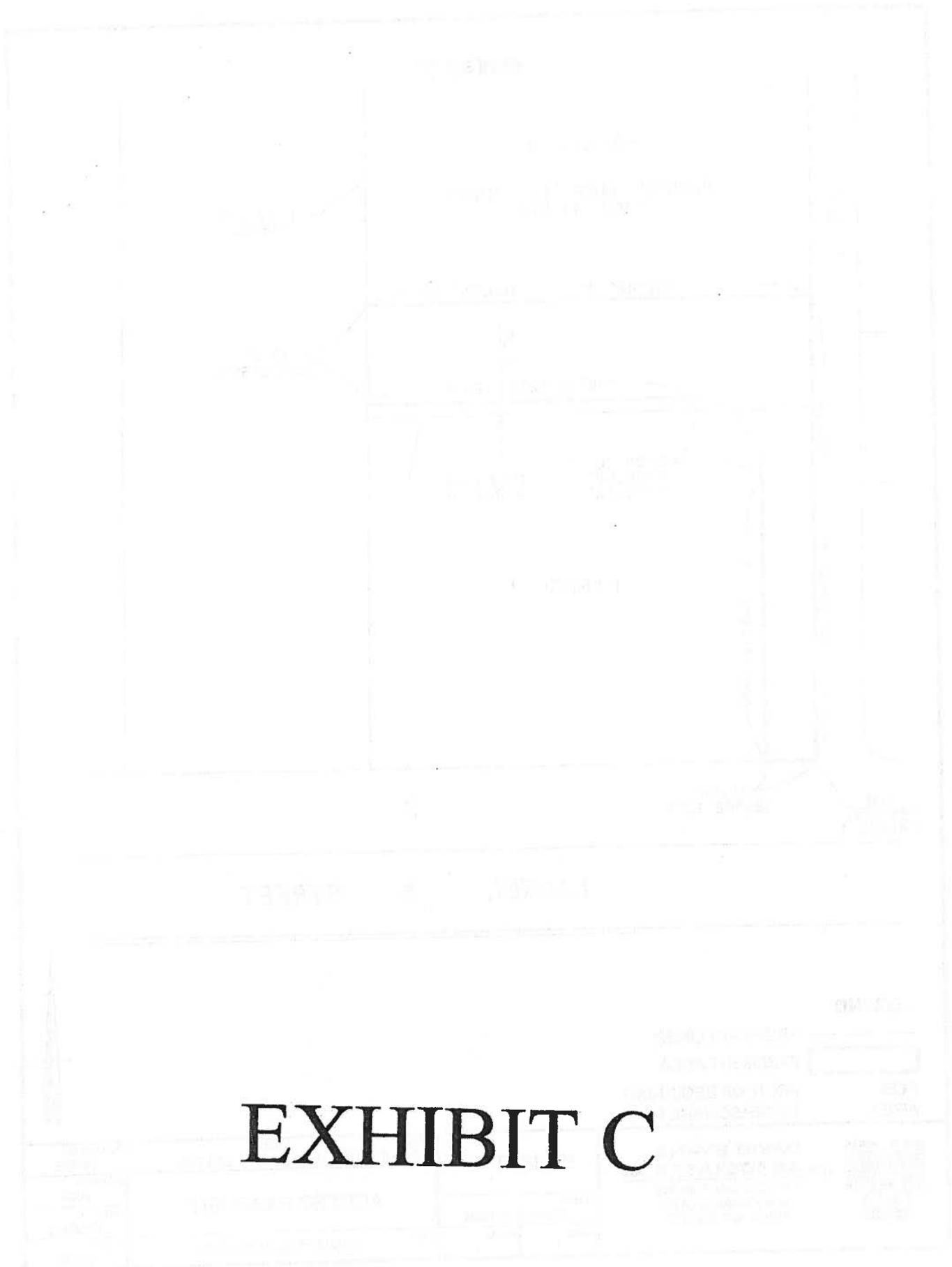
SHEET: 1 TOTAL: 1

COUNTY: SAN BERNARDINO CITY: COLTON

**ACCESS EASEMENT**

APR: 0160-241-56, 0160-241-59

CHECKED BY: RMVE  
 DRAWN BY: KXG  
 DATE: 01/24/12  
 SCALE: 1"=50'



# EXHIBIT C

**EXHIBIT 'A'**  
**Legal Description**

**Parcel A**

The southerly 15.00 feet of Parcel 2 of Parcel Map No. 3489, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 31, Page 69 of Parcel Maps, in the Office of the County Recorder of said County.

**Parcel B**

That portion of Parcel 1 of Parcel Map No. 3489, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 31, Page 69 of Parcel Maps, in the Office of the County Recorder of said County, lying southerly of the following described line:

**BEGINNING** at a point on the westerly line of said Parcel 1, lying distant thereon North 00°23'33" West 4.83 from from the southwesterly corner of said Parcel 1;

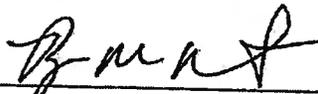
Thence North 89°35'20" East 180.28 feet to a **POINT OF TERMINUS** on the easterly line of said Parcel 1, lying distant thereon North 00°23'55" West 5.19 feet from the southeasterly corner of said Parcel 1.

The above described parcels contain 3606 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

  
\_\_\_\_\_  
Ryan M. Versteeg, P.L.S. 7809

1-26-2012  
\_\_\_\_\_  
Date

EXHIBIT D

Page 1

The following information is provided for your information and is not intended to constitute an offer or recommendation of any securities or financial products.

Page 2

This document is intended to provide you with information regarding the proposed transaction and the terms and conditions of the offering.

The information contained herein is confidential and is intended only for the use of the recipient. It is not to be distributed to any other person.

The information contained herein is confidential and is intended only for the use of the recipient. It is not to be distributed to any other person.

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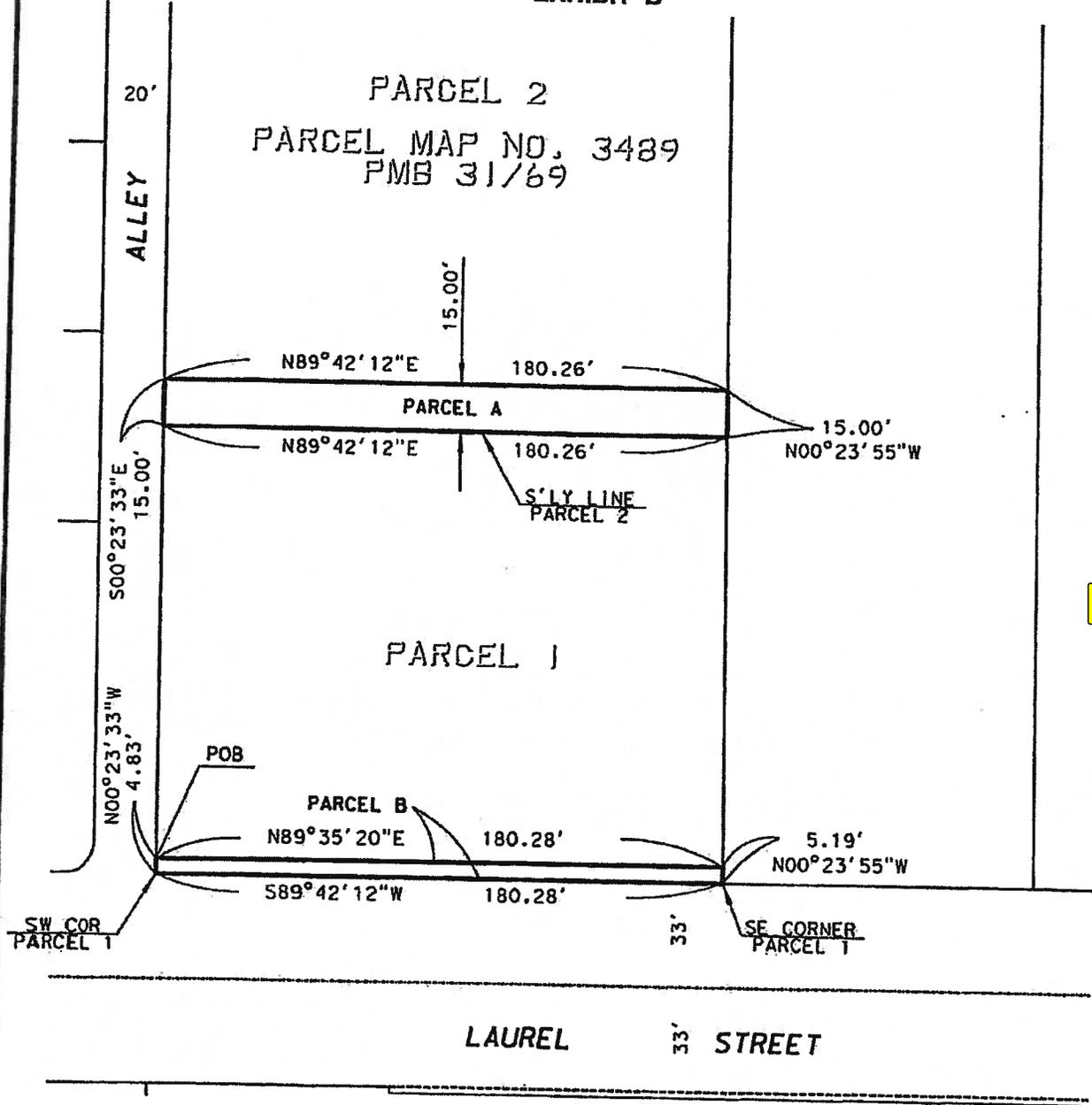
The information contained herein is confidential and is intended only for the use of the recipient. It is not to be distributed to any other person.

The information contained herein is confidential and is intended only for the use of the recipient. It is not to be distributed to any other person.

*[Handwritten Signature]*  
Name of the Issuer

# EXHIBIT D

EXHIBIT 'B'



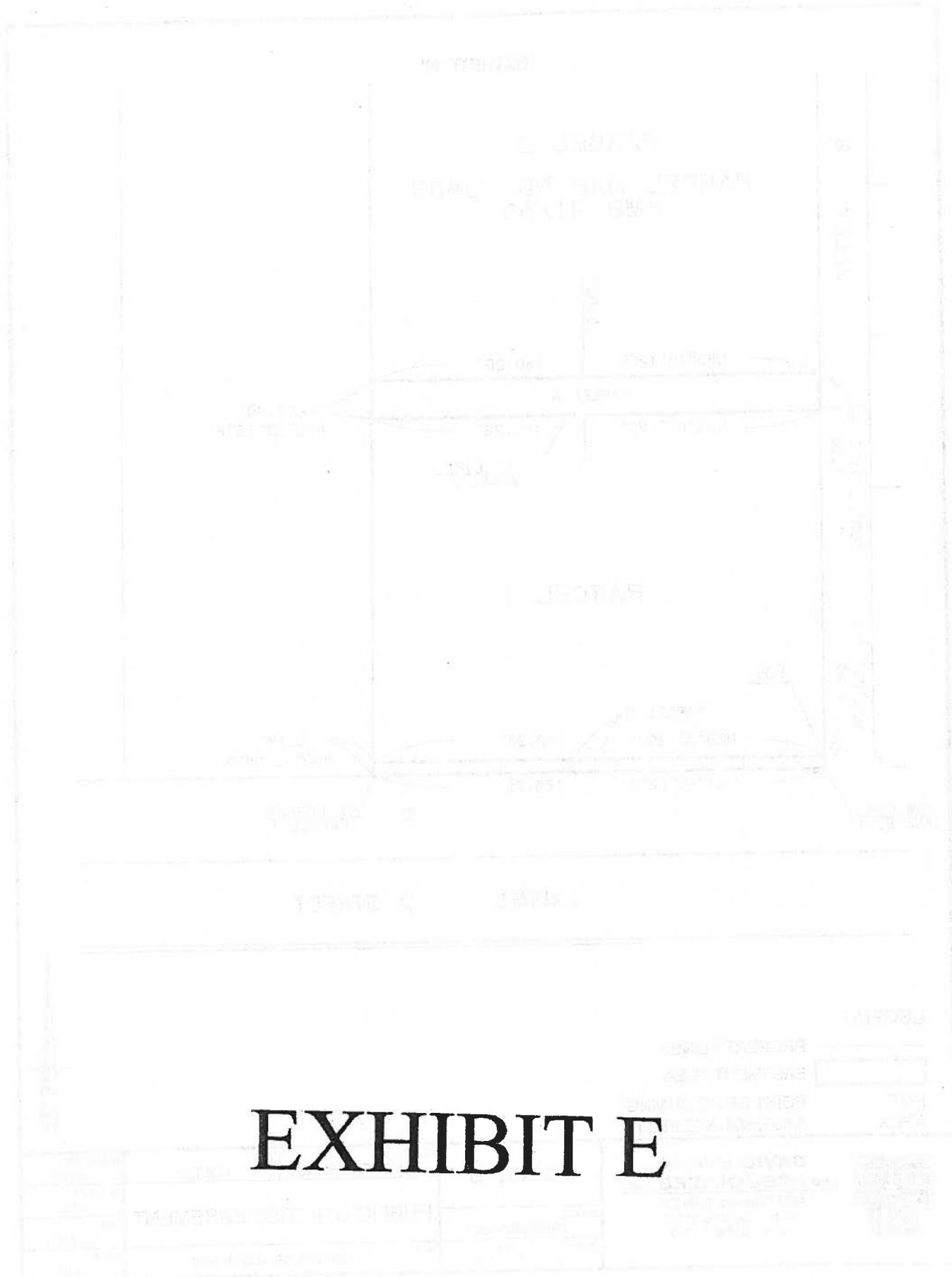
LEGEND

-  PROPERTY LINES
-  EASEMENT AREA
-  POT AREA
-  POINT OF BEGINNING
-  3,606±SQUARE FEET



**DAVID EVANS AND ASSOCIATES INC.**  
 4200 Concours, Suite 200  
 Ontario California 91764  
 Phone: 909.481.5750

<b>EXHIBIT 'B'</b>		COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
		<b>PUBLIC UTILITIES EASEMENT</b>		DRAWN BY: KXG
JOB NO.: TRAN0000-0004		APN: 0160-241-56, 0160-241-59		DATE: 01/24/12
SHEET: 1	TOTAL: 1			SCALE: 1"=50'



# EXHIBIT E

**TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
APN: 0160-241-56 AND 0160-241-59**

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Laurel Street Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of eighteen (18) months.

Reasonable pedestrian and vehicular access to the subject property will be maintained during construction.

**EXHIBIT 'A'**  
**Legal Description**

Those portions of Parcels 1 and 2 of Parcel Map No. 3489, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 31, Page 69 of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

**BEGINNING** at the southwesterly corner of said Parcel 1;

Thence along the westerly lines of said Parcels 1 and 2, North  $00^{\circ}23'33''$  West 191.19 feet;

Thence parallel with the southerly line of said Parcel 1, North  $89^{\circ}42'12''$  East 106.14 feet;

Thence North  $00^{\circ}17'48''$  West 19.82 feet;

Thence North  $89^{\circ}36'05''$  East 5.63 feet;

Thence North  $00^{\circ}23'55''$  West 10.45 feet;

Thence North  $89^{\circ}36'05''$  East 68.45 feet to the easterly line of said Parcel 2;

Thence along said easterly line, South  $00^{\circ}23'55''$  East 80.41 feet to the southeasterly corner of said Parcel 2;

Thence along the southerly line of said Parcel 2, South  $89^{\circ}42'12''$  West 129.00 feet to the beginning of a curve concave southeasterly having a radius of 25.00 feet;

Thence southwesterly along said curve 39.27 feet through a central angle of  $90^{\circ}00'00''$ ;

Thence South  $00^{\circ}17'48''$  East 91.19 feet;

Thence parallel with the southerly line of said Parcel 1, North  $89^{\circ}42'12''$  East 52.48 feet;

Thence South  $00^{\circ}24'39''$  East 20.02 feet;

Thence North  $89^{\circ}35'20''$  East 101.73 feet to the easterly line of said Parcel 1;

Thence along said easterly line, South  $00^{\circ}23'55''$  East 5.19 feet to the southeasterly corner of said Parcel 1;

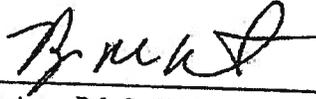
Thence along the southerly line of said Parcel 1, South  $89^{\circ}42'12''$  West 180.28 feet to the **POINT OF BEGINNING**.

The above described parcel contains 16,857 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



1-26-2012

Ryan M. Versteeg, P.L.S. 7809

Date



EXHIBIT B

Faint, illegible text at the top of the page, possibly bleed-through from the reverse side.

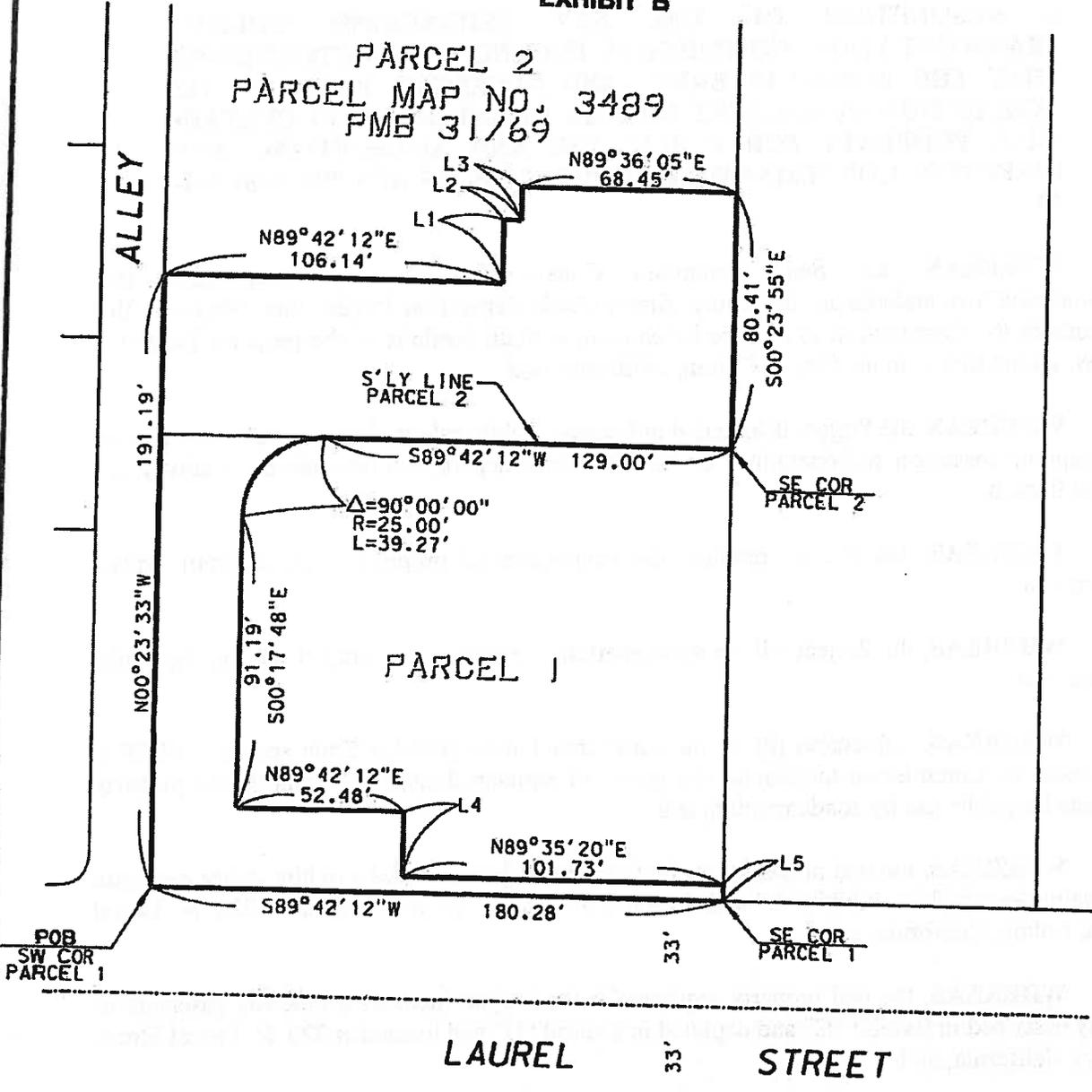


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# EXHIBIT F

EXHIBIT 'B'

PARCEL 2  
 PARCEL MAP NO. 3489  
 PMB 31/69



PARCEL 1

LAUREL STREET

LEGEND

- PROPERTY LINES
- EASEMENT AREA
- POINT OF BEGINNING
- AREA 16,857± SQUARE FEET

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°17'48"W	19.82'
L2	N89°36'05"E	5.63'
L3	N00°23'55"W	10.45'
L4	S00°24'39"E	20.02'
L5	S00°23'55"E	5.19'



**DAVID EVANS AND ASSOCIATES INC.**  
 4200 Concourse, Suite 200  
 Ontario California 91784  
 Phone: 909.481.5750

**EXHIBIT 'B'**

JOB NO.:  
 TRAN0000-0004

SHEET: 1 TOTAL: 1

COUNTY: SAN BERNARDINO CITY: COLTON

**TEMPORARY CONSTRUCTION EASEMENT**

APR: 0160-241-58, 0160-241-59

CHECKED BY: RMVE  
 DRAWN BY: KXG  
 DATE: 01/24/12  
 SCALE: 1"=50'

**RESOLUTION NO. 13-033**

**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. 0161-061-39**

**WHEREAS**, the San Bernardino County Transportation Commission (the "Commission") is undertaking the Laurel Street Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain portions of the property located at 220 W. Laurel Street, in the City of Colton, 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**, the real property required for the Project includes a public utility easement as legally described in Exhibit "A" and depicted in Exhibit "B" and located at 220 W. Laurel Street, Colton, California; and

**WHEREAS**, the real property required for the Project includes a roadway easement as legally described in Exhibit "C" and depicted in Exhibit "D" and located at 220 W. Laurel Street, Colton, California; and

**WHEREAS**, the real property required for the Project includes a temporary construction easement as legally described in Exhibit "E" and depicted in Exhibit "F" and located at 220 W. Laurel Street, Colton, 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 September 6, 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 "F" 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 "F"; and

**WHEREAS**, the Commission provided written notice to the City of Colton 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 October 3, 2012 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1<sup>st</sup> Floor, 1170 W. 3<sup>rd</sup> 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 public utility easement as legally described in Exhibit "A" and depicted in Exhibit "B", a roadway easement as legally described in Exhibit "C" and depicted in Exhibit "D" and a temporary construction easement as legally described in Exhibit "E" and depicted in Exhibit "F" 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 "F" 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 "F", 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 a public utility easement as legally described in Exhibit "A" and depicted in Exhibit "B", a roadway easement as legally described in Exhibit "C" and depicted in Exhibit "D" and a temporary construction easement as legally described in Exhibit

“E” and depicted in Exhibit “F”, 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 October 3, 2012 by the following vote:

AYES:

NOES:

ABSENT:

---

Janice Rutherford,  
President, SANBAG Board of Directors

ATTEST:

---

Vicki Watson,  
Clerk of the Board

EXHIBIT A

1. The first part of the document is a list of the names of the persons who have been named in the document.

2. The second part of the document is a list of the names of the persons who have been named in the document.

3. The third part of the document is a list of the names of the persons who have been named in the document.

4. The fourth part of the document is a list of the names of the persons who have been named in the document.

5. The fifth part of the document is a list of the names of the persons who have been named in the document.

6. The sixth part of the document is a list of the names of the persons who have been named in the document.

7. The seventh part of the document is a list of the names of the persons who have been named in the document.

8. The eighth part of the document is a list of the names of the persons who have been named in the document.

9. The ninth part of the document is a list of the names of the persons who have been named in the document.

10. The tenth part of the document is a list of the names of the persons who have been named in the document.

11. The eleventh part of the document is a list of the names of the persons who have been named in the document.

12. The twelfth part of the document is a list of the names of the persons who have been named in the document.

# EXHIBIT A

**EXHIBIT 'A'**  
**Legal Description**

That portion of Lot 17, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being described as Parcels 3 and 6 conveyed in the deed to Williams Furnace Co., recorded June 15, 1979 in Book 9708, Page 1832 of Official Records of said County, lying northerly of the following described line:

**BEGINNING** at the northeasterly corner of Parcel 1 of Parcel Map No. 1652 filed in Book 13, Page 52 of Parcel Maps, in the Office of the County Recorder of said County;

Thence along the easterly line of said Parcel 1, South 00°13'33" East 15.00 feet;

Thence parallel with the centerline of Laurel Street, 66 feet wide, as shown on said Parcel Map No. 1652, North 89°42'12" East 351.21 feet to the beginning of a curve concave southerly having a radius of 6952.00 feet;

Thence easterly along said curve 36.77 feet through a central angle of 00°18'11";

Thence South 00°17'48" East 5.40 feet;

Thence South 85°24'48" East 150.51 feet to a **POINT OF TERMINUS** on the westerly line of the land conveyed to the Atchison, Topeka and Santa Fe Railway Company in the document recorded April 16, 1996 as Document No. 19960131382, Official Records of said County;

**EXCEPTING THEREFROM** that portion described as follows:

**BEGINNING** at a point on the South line of Laurel Street, 66 feet wide, lying distant thereon North 89°42'12" East 76.47 feet from the northeasterly corner of Parcel 1 of Parcel Map No. 1652 filed in Book 13, Page 52 of Parcel Maps, in the Office of the County Recorder of said County;

Thence leaving said South line, South 00°17'48" East 2.00 feet;

Thence North 89°42'12" East 274.72 feet to the beginning of a curve concave southerly having a radius of 6965.00 feet;

Thence easterly along said curve 15.20 feet through a central angle of 00°07'30";

Thence along a radial line of said curve, South 00°10'17" East 2.00 feet to the beginning of a non-tangent curve concave southerly having a radius of 6963.00 feet, a radial line to said curve bears North 00°10'17" West;

Thence easterly along said curve 170.05 feet through a central angle of 01°23'57" to the westerly line of Parcel 3 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County;

Thence along said westerly line, North 18°22'42" East 6.82 feet to the northwesterly corner of said Parcel 3 and the southerly line of said Laurel Street;

Thence along said southerly line, South 89°42'12" West 462.13 feet to the POINT OF BEGINNING.

**ALSO EXCEPTING THEREFROM** that portion lying within the land conveyed to the Atchison, Topeka and Santa Fe Railway Company in the document recorded April 16, 1996 as Document No. 19960131382, Official Records of said County;

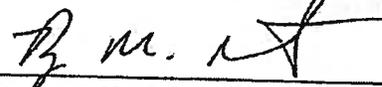
**ALSO EXCEPTING THEREFROM** that portion lying within Parcel 3 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County.

The above described parcel contains 8451 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

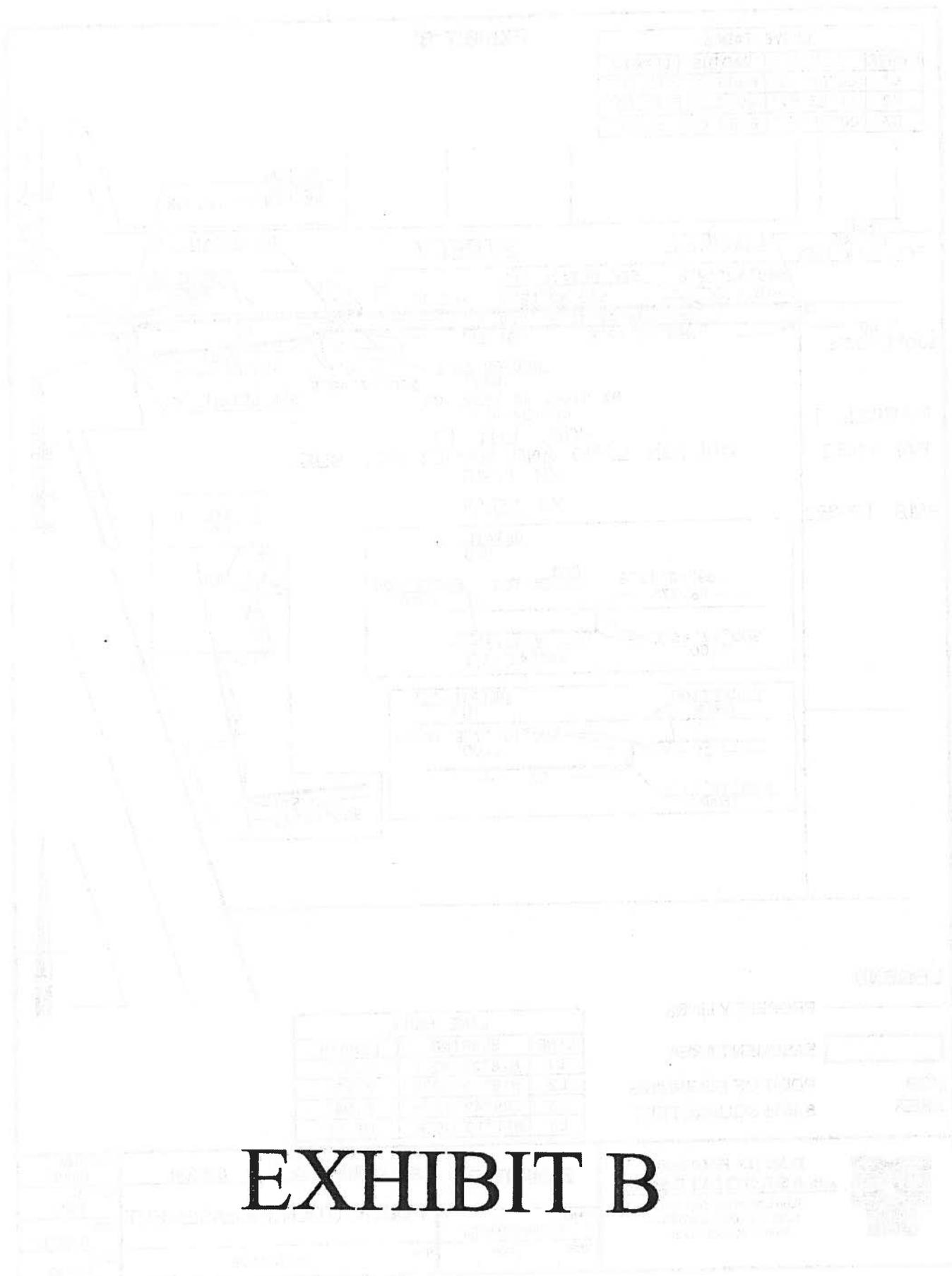
As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

  
Ryan M. Versteeg, P.L.S. 7809

2-2-2012  
Date

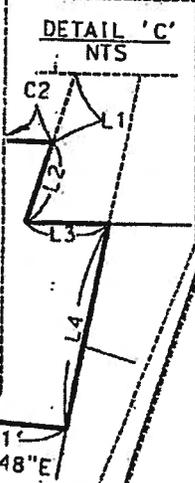
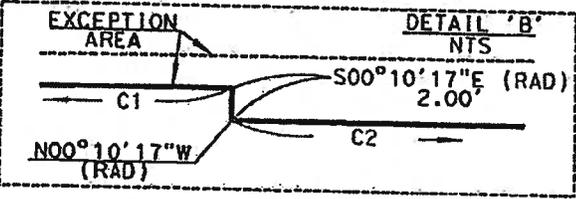
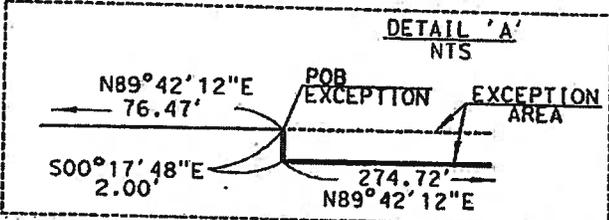
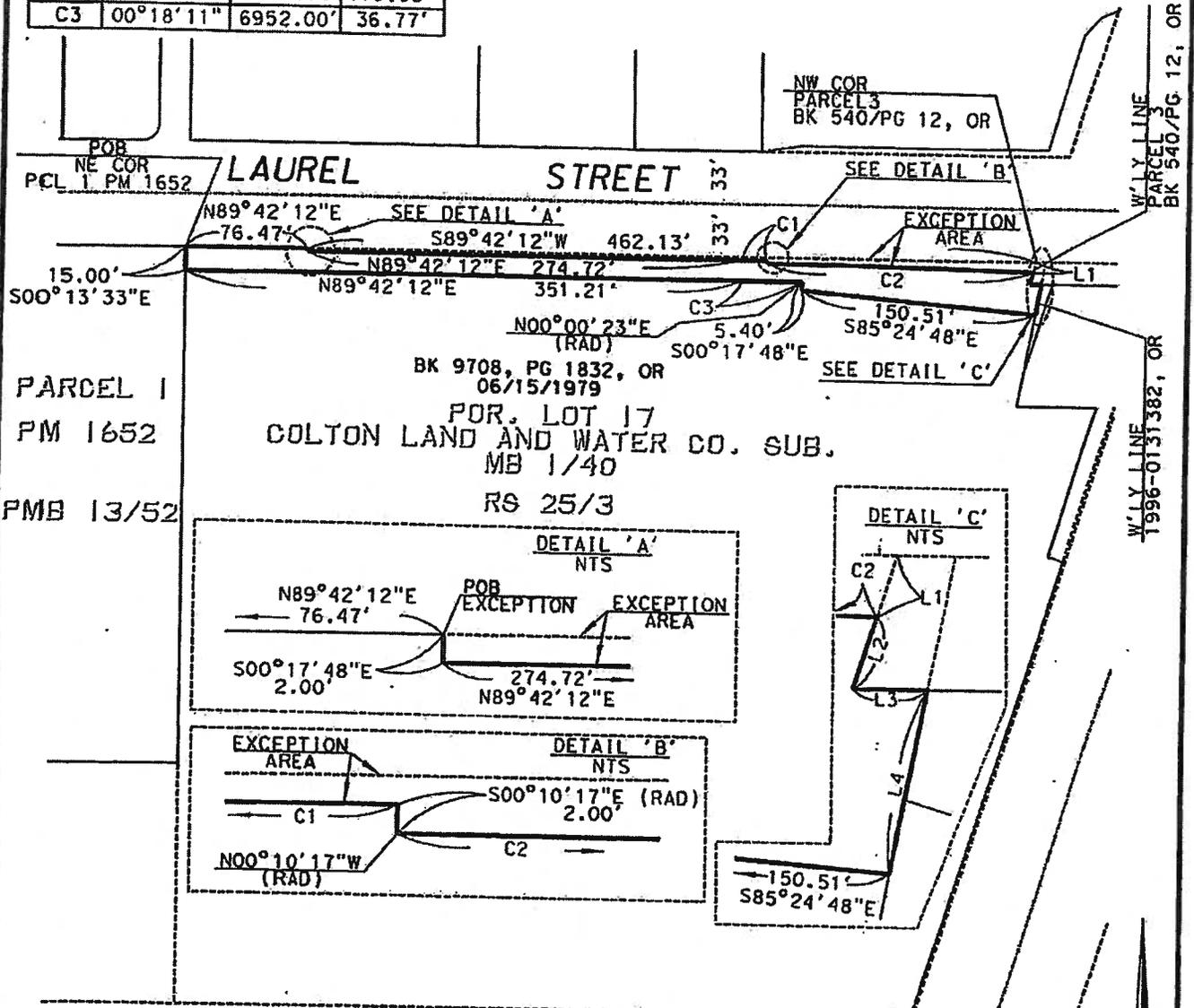




# EXHIBIT B

EXHIBIT 'B'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	00°07'30"	6965.00'	15.20'
C2	01°23'57"	6963.00'	170.05'
C3	00°18'11"	6952.00'	36.77'



LEGEND

- PROPERTY LINES
- ▭ EASEMENT AREA
- POB POINT OF BEGINNING
- AREA 8,451± SQUARE FEET

LINE TABLE		
LINE	BEARING	LENGTH
L1	N18°22'42"E	6.82'
L2	N18°22'42"E	7.95'
L3	S89°42'12"W	8.04'
L4	N11°15'09"E	19.71'



**DAVID EVANS AND ASSOCIATES INC.**  
 4200 Concoors, Suite 200  
 Ontario California 91764  
 Phone: 909.481.5750

**EXHIBIT 'B'**  
 JOB NO.: TRAN0000-0004  
 SHEET: 1 TOTAL: 1

COUNTY: SAN BERNARDINO CITY: COLTON  
**PUBLIC UTILITIES EASEMENT**  
 APR: 0161-061-39

CHECKED BY: RMVE  
 DRAWN BY: KXG  
 DATE: 01/03/12  
 SCALE: 1"=100'

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# EXHIBIT C

**EXHIBIT 'A'**  
**Legal Description**

That portion of Lot 17, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being described as Parcels 3 and 6 conveyed in the deed to Williams Furnace Co., recorded June 15, 1979 in Book 9708, Page 1832 of Official Records of said County, described as follows:

**BEGINNING** at a point on the South line of Laurel Street, 66 feet wide, lying distant thereon North 89°42'12" East 76.47 feet from the northeasterly corner of Parcel 1 of Parcel Map No. 1652 filed in Book 13, Page 52 of Parcel Maps, in the Office of the County Recorder of said County;

Thence leaving said South line, South 00°17'48" East 2.00 feet;

Thence North 89°42'12" East 274.72 feet to the beginning of a curve concave southerly having a radius of 6965.00 feet;

Thence easterly along said curve 15.20 feet through a central angle of 00°07'30";

Thence along a radial line of said curve, South 00°10'17" East 2.00 feet to the beginning of a non-tangent curve concave southerly having a radius of 6963.00 feet, a radial line to said curve bears North 00°10'17" West;

Thence easterly along said curve 170.05 feet through a central angle of 01°23'57" to the westerly line of Parcel 3 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County;

Thence along said westerly line, North 18°22'42" East 6.82 feet to the northwesterly corner of said Parcel 3 and the southerly line of said Laurel Street;

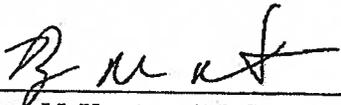
Thence along said southerly line, South 89°42'12" West 462.13 feet to the **POINT OF BEGINNING**.

The above described parcel contains 1419 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

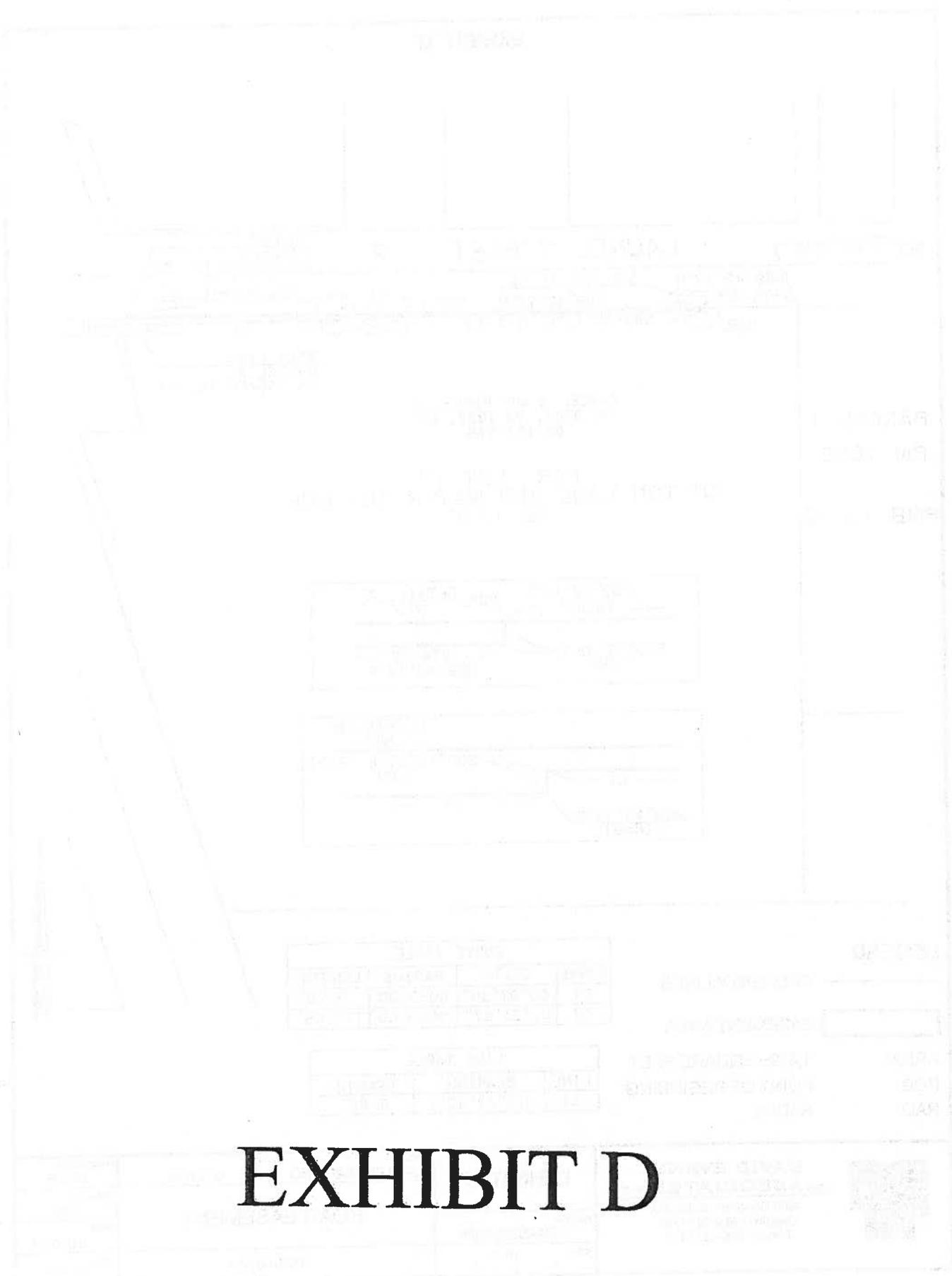
As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

  
Ryan M. Versteeg, P.L.S. 7809

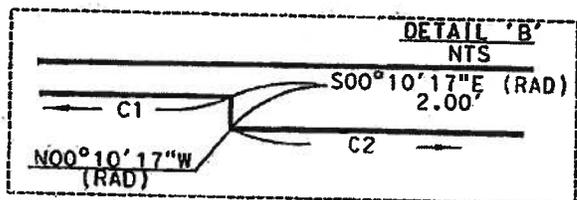
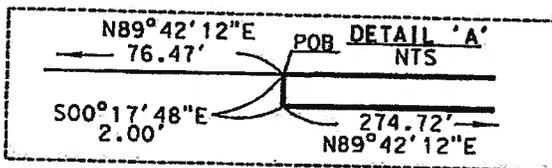
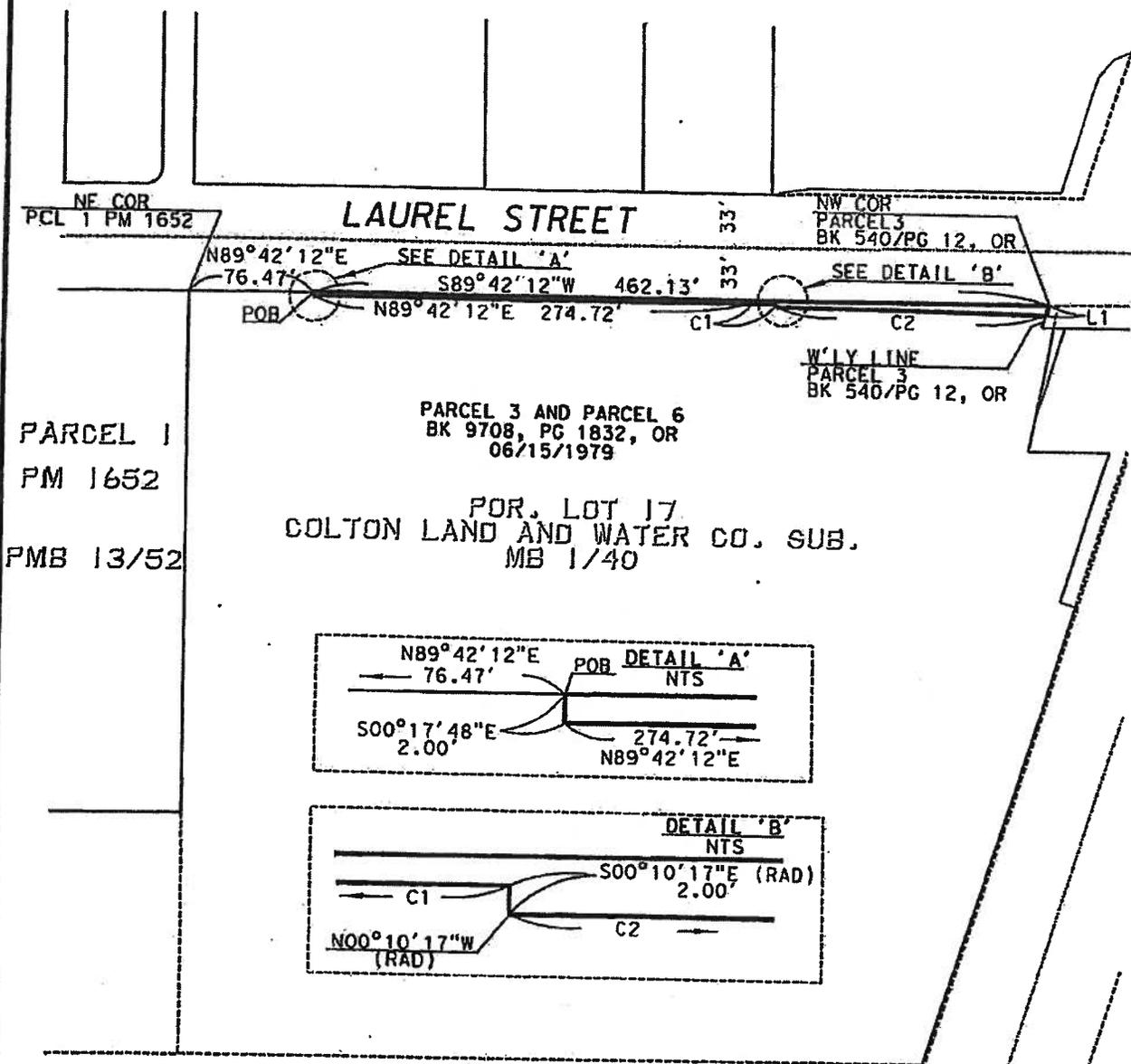
2-2-2012  
Date





# EXHIBIT D

EXHIBIT 'B'



LEGEND

— PROPERTY LINES

▭ EASEMENT AREA

AREA: 1,419± SQUARE FEET  
POB POINT OF BEGINNING  
RAD RADIAL

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	00°07'30"	6965.00'	15.20'
C2	01°23'57"	6963.00'	170.05'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N18°22'42"E	6.82'



**DAVID EVANS AND ASSOCIATES INC.**  
4200 Concourse, Suite 200  
Ontario California 91764  
Phone: 909.481.5750

**EXHIBIT 'B'**

JOB NO:  
TRAN0000-0004

SHEET: 1 TOTAL: 1

COUNTY: SAN BERNARDINO CITY: COLTON

**ROAD EASEMENT**

APN: 0161-061-39

CHECKED BY: RMVE  
DRAWN BY: KXG  
DATE: 01/03/12  
SCALE: 1"=100'

EXHIBIT E

EXHIBIT E

# EXHIBIT E

**TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
APN: 0161-061-39**

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Laurel Street Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of eighteen (18) months.

Reasonable pedestrian and vehicular access to the subject property will be maintained during construction.

EXHIBIT B

**EXHIBIT 'A'**  
**Legal Description**

That portion of Lot 17, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being described as Parcels 3 and 6 conveyed in the deed to Williams Furnace Co., recorded June 15, 1979 in Book 9708, Page 1832 of Official Records of said County, lying northerly of the following described line:

**BEGINNING** at the northeasterly corner of Parcel 1 of Parcel Map No. 1652 filed in Book 13, Page 52 of Parcel Maps, in the Office of the County Recorder of said County;

Thence along the easterly line of said Parcel 1, South 00°13'33" East 20.00 feet;

Thence parallel with the centerline of Laurel Street, 66 feet wide, as shown on said Parcel Map No. 1652, North 89°42'12" East 306.50;

Thence South 85°53'14" East 173.97 feet;

Thence South 07°18'02" East 63.79 feet;

Thence North 88°46'56" East 37.40 feet to a **POINT OF TERMINUS** on the southerly prolongation of that certain course in the westerly line of the land conveyed to the Atchison, Topeka and Santa Fe Railway Company in the document recorded April 16, 1996 as Document No. 19960131382, Official Records of said County, shown in said document as having a bearing and distance of "North 11°33'02" East 93.22 feet";

**EXCEPTING THEREFROM** that portion described as follows:

**BEGINNING** at a point on the South line of Laurel Street, 66 feet wide, lying distant thereon North 89°42'12" East 76.47 feet from the northeasterly corner of Parcel 1 of Parcel Map No. 1652 filed in Book 13, Page 52 of Parcel Maps, in the Office of the County Recorder of said County;

Thence leaving said South line, South 00°17'48" East 2.00 feet;

Thence North 89°42'12" East 274.72 feet to the beginning of a curve concave southerly having a radius of 6965.00 feet;

Thence easterly along said curve 15.20 feet through a central angle of 00°07'30";

Thence along a radial line of said curve, South 00°10'17" East 2.00 feet to the beginning of a non-tangent curve concave southerly having a radius of 6963.00 feet, a radial line to said curve bears North 00°10'17" West;

Thence easterly along said curve 170.05 feet through a central angle of 01°23'57" to the westerly line of Parcel 3 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County;

Thence along said westerly line, North 18°22'42" East 6.82 feet to the northwesterly corner of said Parcel 3 and the southerly line of said Laurel Street;

Thence along said southerly line, South 89°42'12" West 462.13 feet to the **POINT OF BEGINNING**.

**ALSO EXCEPTING THEREFROM** that portion lying easterly of that certain course in the westerly line of the land conveyed to the Atchison, Topeka and Santa Fe Railway Company in the document recorded April 16, 1996 as Document No. 19960131382, Official Records of said County, shown in said document as having a bearing and distance of "North 11°33'02" East 93.22 feet" and the southerly prolongation thereof;

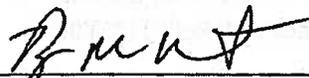
**ALSO EXCEPTING THEREFROM** that portion lying within Parcel 3 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County.

The above described parcel contains 14,294 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

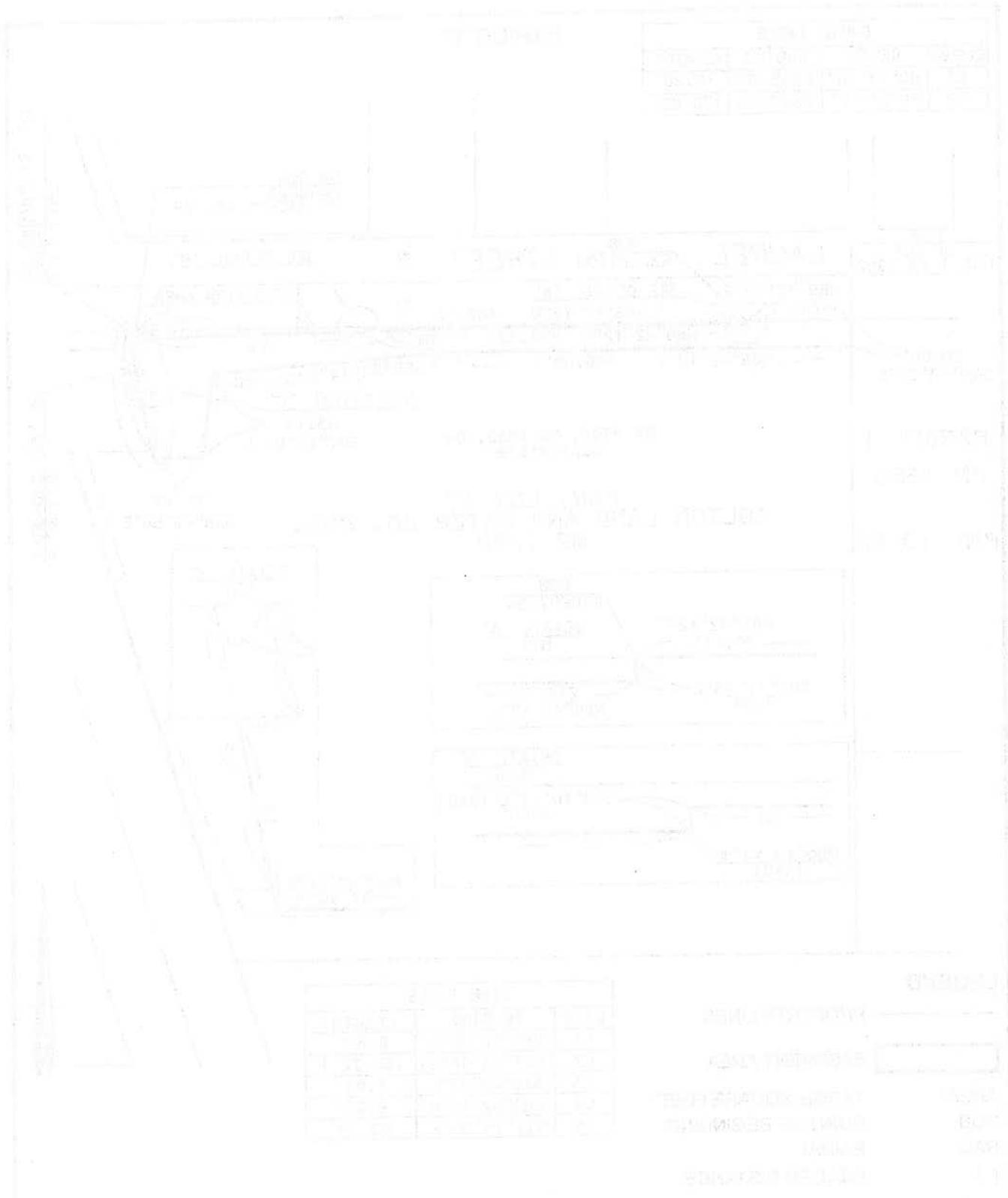
As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

  
\_\_\_\_\_  
Ryan M. Versteeg, P.L.S. 7809

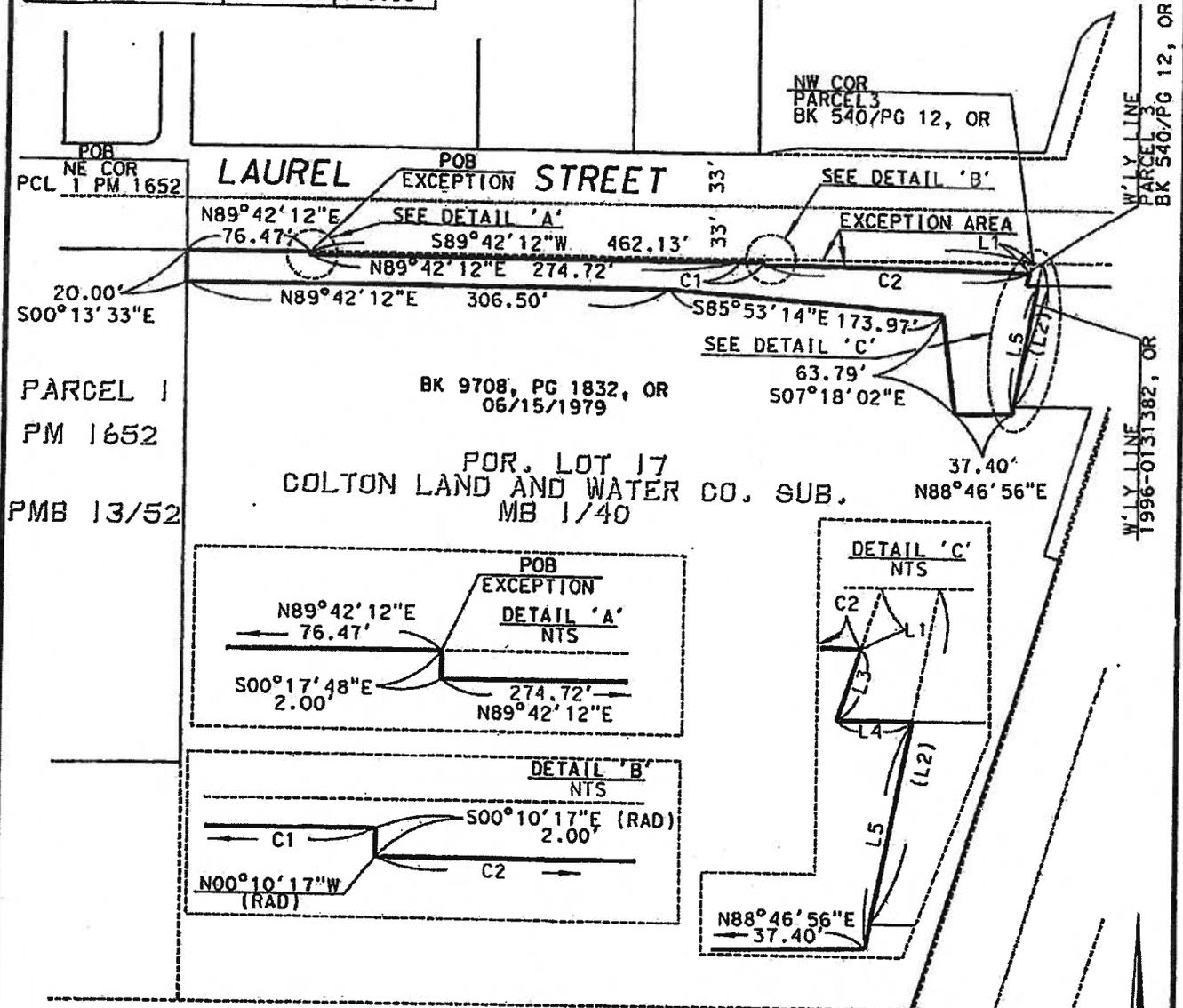
2-2-2012  
\_\_\_\_\_  
Date





**EXHIBIT 'B'**

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	00°07'30"	6965.00'	15.20'
C2	01°23'57"	6963.00'	170.05'



**LEGEND**

- PROPERTY LINES
- ▭ EASEMENT AREA
- AREA: 14,294± SQUARE FEET
- POB POINT OF BEGINNING
- RAD RADIAL
- ( ) RECORD DISTANCE

LINE TABLE		
LINE	BEARING	LENGTH
L1	$N18^{\circ}22'42''E$	6.82'
L2	$(N11^{\circ}33'02''E)$	$(93.22')$
L3	$N18^{\circ}22'42''E$	7.95'
L4	$S89^{\circ}42'12''W$	8.04'
L5	$N11^{\circ}15'09''E$	83.78'

**DAVID EVANS AND ASSOCIATES INC.**  
 4200 Concoors, Suite 200  
 Ontario California 91764  
 Phone: 909.481.5750

**EXHIBIT 'B'**

JOB NO.: TRAN0000-0004  
 SHEET: 1 TOTAL: 1

COUNTY: SAN BERNARDINO CITY: COLTON

**TEMPORARY CONSTRUCTION EASEMENT**

APN: 0161-061-39

CHECKED BY: RMVE  
 DRAWN BY: KXG  
 DATE: 01/03/12  
 SCALE: 1"=100'

**RESOLUTION NO. 13-034**

**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. 0161-081-10**

**WHEREAS**, the San Bernardino County Transportation Commission (the "Commission") is undertaking the Laurel Street Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain portions of the property located at 1295 N. 8<sup>TH</sup> Street, in the City of Colton, 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**, the real property required for the Project includes a public utility easement as legally described in Exhibit "A" and depicted in Exhibit "B" and located at 1295 N. 8<sup>th</sup> Street, Colton, California; and

**WHEREAS**, the real property required for the Project includes a roadway easement as legally described in Exhibit "C" and depicted in Exhibit "D" and located at 1295 N. 8<sup>th</sup> Street, Colton, California; and

**WHEREAS**, the real property required for the Project includes a temporary construction easement as legally described in Exhibit "E" and depicted in Exhibit "F" and located at 1295 N. 8<sup>th</sup> Street, Colton, California; and

**WHEREAS**, the real property required for the Project includes an access easement as legally described in Exhibit "G" and depicted in Exhibit "H" and located at 1295 N. 8<sup>th</sup> Street, Colton, 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 September 6, 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 "H" 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 "H"; and

**WHEREAS**, the Commission provided written notice to the City of Colton 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 October 3, 2012 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1<sup>st</sup> Floor, 1170 W. 3<sup>rd</sup> 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 public utility easement as legally described in Exhibit "A" and depicted in Exhibit "B", a roadway easement as legally described in Exhibit "C" and depicted in Exhibit "D", a temporary construction easement as legally described in Exhibit "E" and depicted in Exhibit "F", and an access easement as legally described in Exhibit "G" and depicted in Exhibit "H" 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 "H" 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 "H", 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 a public utility easement as legally described in Exhibit

"A" and depicted in Exhibit "B", a roadway easement as legally described in Exhibit "C" and depicted in Exhibit "D", a temporary construction easement as legally described in Exhibit "E" and depicted in Exhibit "F", and an access easement as legally described in Exhibit "G" and depicted in Exhibit "H", 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 October 3, 2012 by the following vote:

A YES:

NOES:

ABSENT:

---

Janice Rutherford,  
President, SANBAG Board of Directors

ATTEST:

---

Vicki Watson,  
Clerk of the Board



**EXHIBIT 'A'**  
**Legal Description**

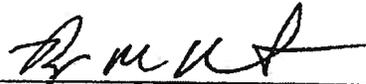
The northerly 7.50 feet of that certain portion of Lot 11 in Block 2 of Brink Subdivision of a part of Blocks 17 and 22 of Colton Land and Water Company's Addition to the City of Colton, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 14, Page 38 of Maps, in the Office of the County Recorder of said County, conveyed in the deed to Woodrow Miller, recorded January 17, 1958 in Book 4416, Page 332, Official Records of said County.

The above described parcel contains 740 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

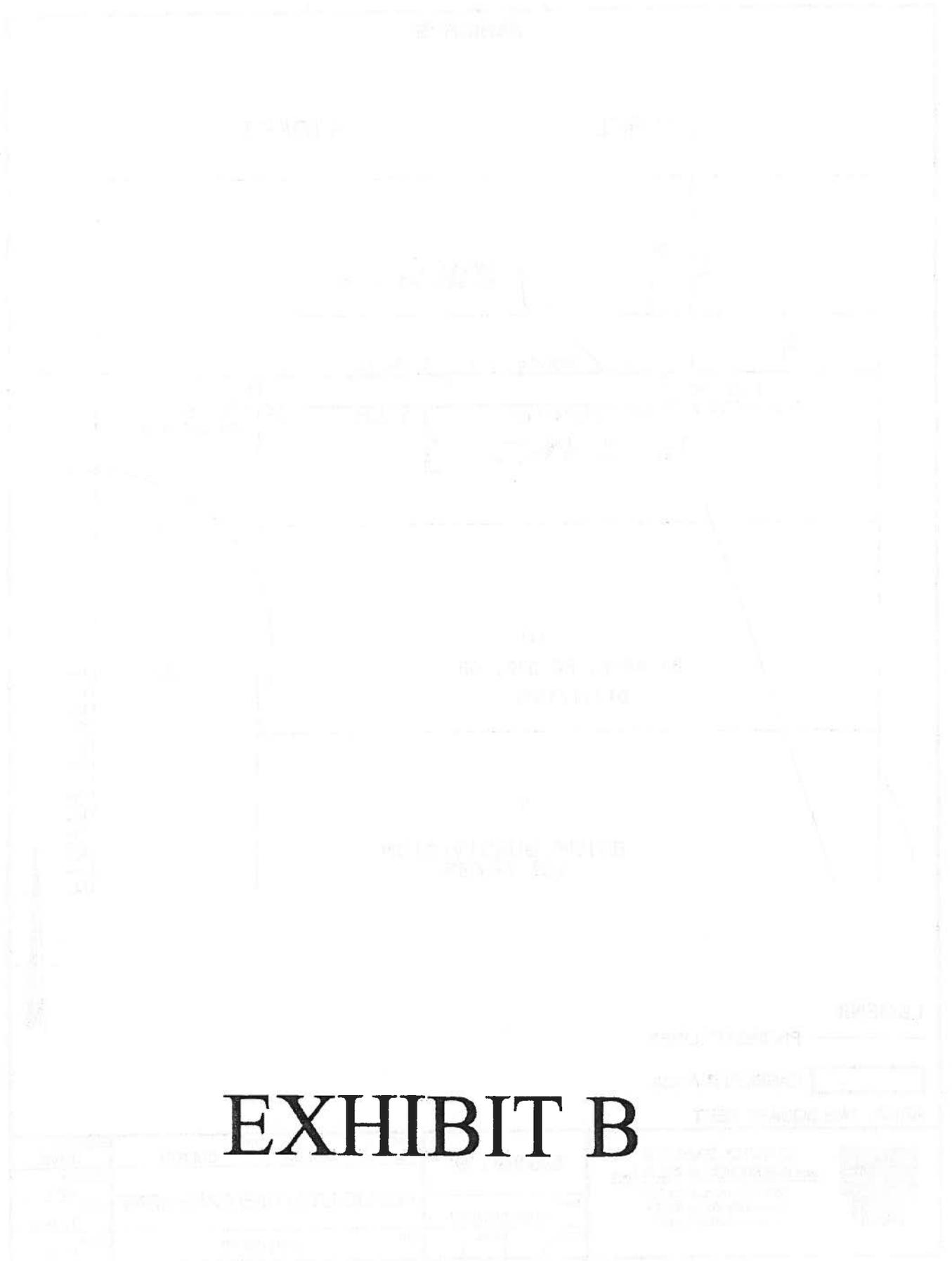
As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

  
\_\_\_\_\_  
Ryan M. Versteeg, P.L.S. 7809

1-26-2012  
\_\_\_\_\_  
Date

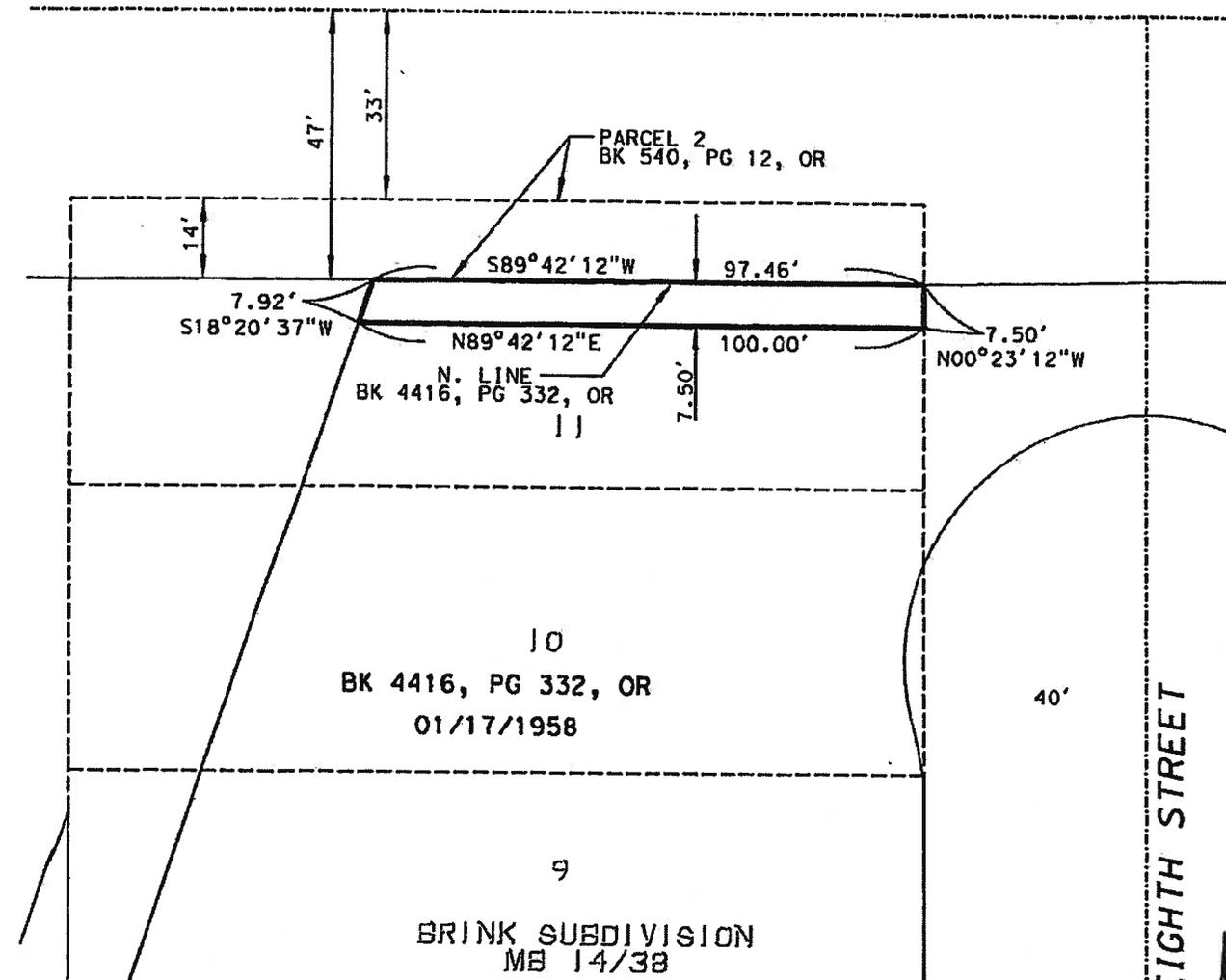




# EXHIBIT B

EXHIBIT 'B'

LAUREL STREET



EIGHTH STREET



LEGEND

— PROPERTY LINES

▭ EASEMENT AREA

AREA: 740± SQUARE FEET



**DAVID EVANS  
AND ASSOCIATES INC.**

4200 Concourse, Suite 200  
Ontario California 91764  
Phone: 909.481.5750

EXHIBIT 'B'

JOB NO.:  
TRAN0000-0004

SHEET: 1 TOTAL: 1

COUNTY:  
SAN BERNARDINO

CITY:  
COLTON

PUBLIC UTILITIES EASEMENT

APN:  
0161-081-10

CHECKED BY:  
RMVE

DRAWN BY:  
KXG

DATE:  
01/04/12

SCALE:  
1"=30'

Exhibit C

Faint, illegible text, likely bleed-through from the reverse side of the page.



Handwritten signatures and lines, possibly indicating dates or names, located in the lower-right quadrant of the page.

# EXHIBIT C

**EXHIBIT 'A'**  
**Legal Description**

That certain portion of Lots 9 and 10 in Block 2 of Brink Subdivision of a part of Blocks 17 and 22 of Colton Land and Water Company's Addition to the City of Colton, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 14, Page 38 of Maps, in the Office of the County Recorder of said County, conveyed in the deed to Woodrow Miller, recorded January 17, 1958 in Book 4416, Page 332, Official Records of said County, described as follows:

**COMMENCING** at the southeasterly corner of the northerly 14 feet of said Lot 11;

Thence along the easterly line of said Lots 11 and 10, South  $00^{\circ}23'12''$  East 48.88 feet to the **TRUE POINT OF BEGINNING**, being the beginning of a non-tangent curve concave easterly having a radius of 43.50 feet, a radial line to said curve bears North  $67^{\circ}14'45''$  West;

Thence southerly along said curve 29.21 feet through a central angle of  $38^{\circ}28'34''$  to the beginning of a reverse curve concave westerly having a radius of 68.84 feet;

Thence southerly along said curve 10.12 feet through a central angle of  $08^{\circ}25'32''$  to the easterly line of said Lot 9;

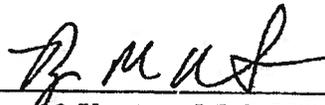
Thence along the easterly line of said Lots 9 and 10, North  $00^{\circ}23'12''$  West 38.52 feet to the **TRUE POINT OF BEGINNING**.

The above described parcel contains 83 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

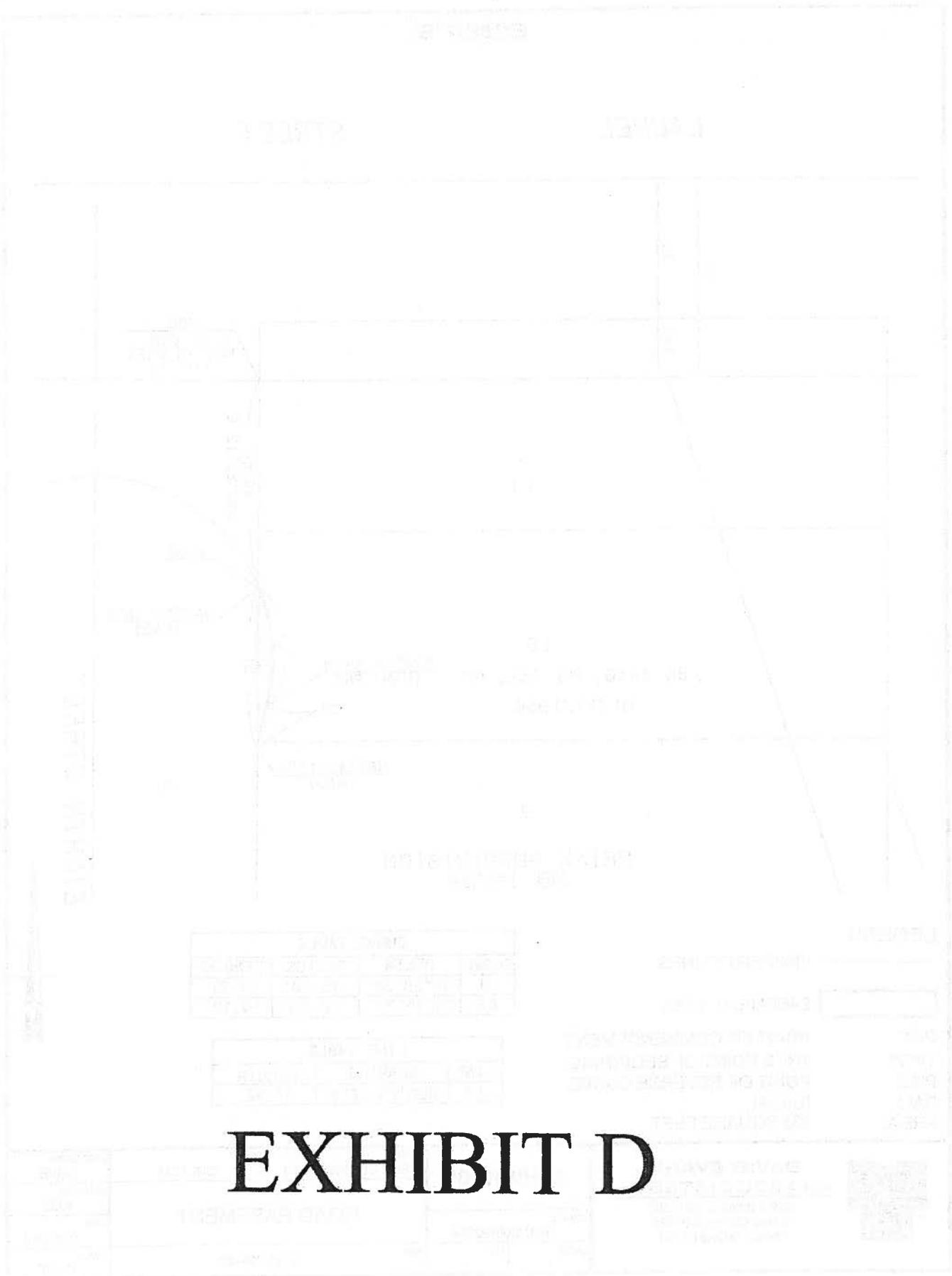
As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

  
\_\_\_\_\_  
Ryan M. Versteeg, P.L.S. 7809

1-26-2012  
Date



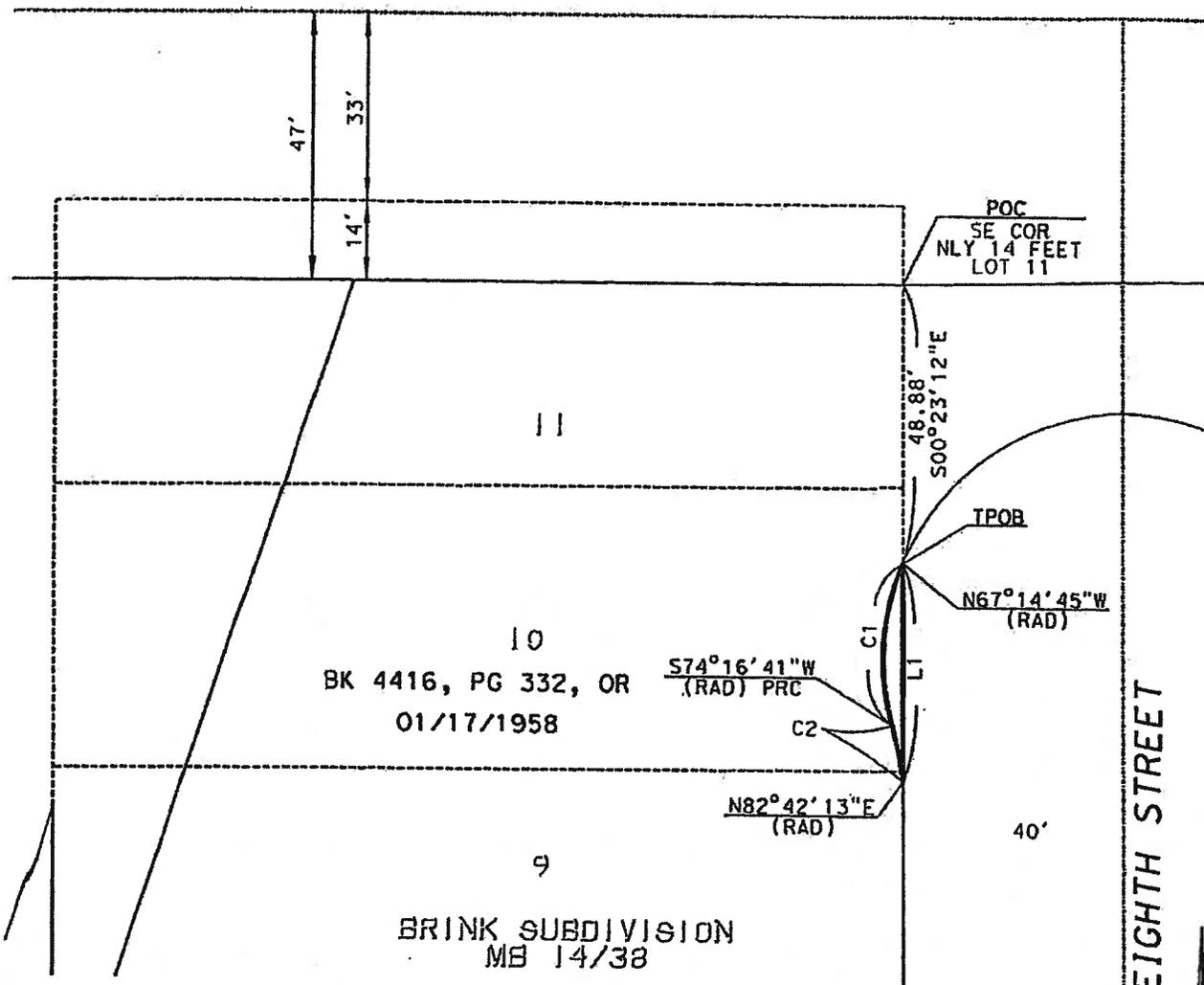


# EXHIBIT D

EXHIBIT 'B'

LAUREL STREET

EIGHTH STREET



LEGEND

— PROPERTY LINES

▭ EASEMENT AREA

POC POINT OF COMMENCEMENT  
TPOB TRUE POINT OF BEGINNING  
PRC POINT OF REVERSE CURVE  
RAD RADIAL  
AREA: 83± SQUARE FEET

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	38°28'34"	43.50'	29.21'
C2	08°25'32"	68.84'	10.12'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°23'12"W	38.52'



**DAVID EVANS AND ASSOCIATES INC.**  
4200 Concoors, Suite 200  
Ontario California 91764  
Phone: 909.481.5750

EXHIBIT 'B'

JOB NO.:  
TRAN0000-0004

SHEET: 1 TOTAL: 1

COUNTY: SAN BERNARDINO

CITY: COLTON

ROAD EASEMENT

APN: 0161-081-10

CHECKED BY:  
RMVE

DRAWN BY:  
KXG

DATE:  
01/04/12

SCALE:  
1"=30'

THE UNIVERSITY OF CHICAGO  
DIVISION OF THE PHYSICAL SCIENCES  
DEPARTMENT OF CHEMISTRY

The following is a list of the titles of the papers presented at the meeting of the Division of the Physical Sciences, University of Chicago, held at the University of Chicago, Chicago, Illinois, on the 15th, 16th, and 17th of June, 1954.

The papers were presented in the following order: 1. 10:00 A.M. - 12:00 P.M. 2. 2:00 P.M. - 4:00 P.M. 3. 6:00 P.M. - 8:00 P.M.

# EXHIBIT E

**TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
APN: 0161-081-10**

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Laurel Street Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of eighteen (18) months.

Reasonable pedestrian and vehicular access to the subject property will be maintained during construction.

EXHIBIT E

**EXHIBIT 'A'**  
**Legal Description**

That certain portion of Lots 9, 10 and 11 in Block 2 of Brink Subdivision of a part of Blocks 17 and 22 of Colton Land and Water Company's Addition to the City of Colton, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 14, Page 38 of Maps, in the Office of the County Recorder of said County, conveyed in the deed to Woodrow Miller, recorded January 17, 1958 in Book 4416, Page 332, Official Records of said County, described as follows:

**BEGINNING** at the southeasterly corner of the northerly 14.00 feet of said Lot 11;

Thence along the easterly line of said Lots 11 and 10, South  $00^{\circ}23'12''$  East 48.88 feet to the beginning of a non-tangent curve concave easterly having a radius of 43.50 feet, a radial line to said curve bears North  $67^{\circ}14'45''$  West;

Thence southerly along said curve 29.21 feet through a central angle of  $38^{\circ}28'34''$  to the beginning of a reverse curve concave westerly having a radius of 68.84 feet;

Thence southerly along said curve 10.12 feet through a central angle of  $08^{\circ}25'32''$  to the easterly line of said Lot 9;

Thence along the easterly line of said Lot 9, South  $00^{\circ}23'12''$  East 8.28 feet;

Thence leaving said easterly line, South  $89^{\circ}36'48''$  West 5.00 feet to a line parallel with and distant 5.00 feet westerly from the easterly line of said Lots 9, 10 and 11;

Thence along said parallel line, North  $00^{\circ}23'12''$  West 88.19 feet to a line parallel with and distant 7.50 feet from the southerly line of the northerly 14.00 feet of said Lot 11;

Thence along said parallel line, South  $89^{\circ}42'12''$  West 95.00 feet to the westerly line of the land conveyed in said Book 4416, Page 332, Official Records;

Thence along said westerly line, North  $18^{\circ}20'37''$  East 7.92 feet to said southerly line;

Thence along said southerly line, North  $89^{\circ}42'12''$  East 97.46 feet to the **POINT OF BEGINNING**.

The above described parcel contains 1098 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

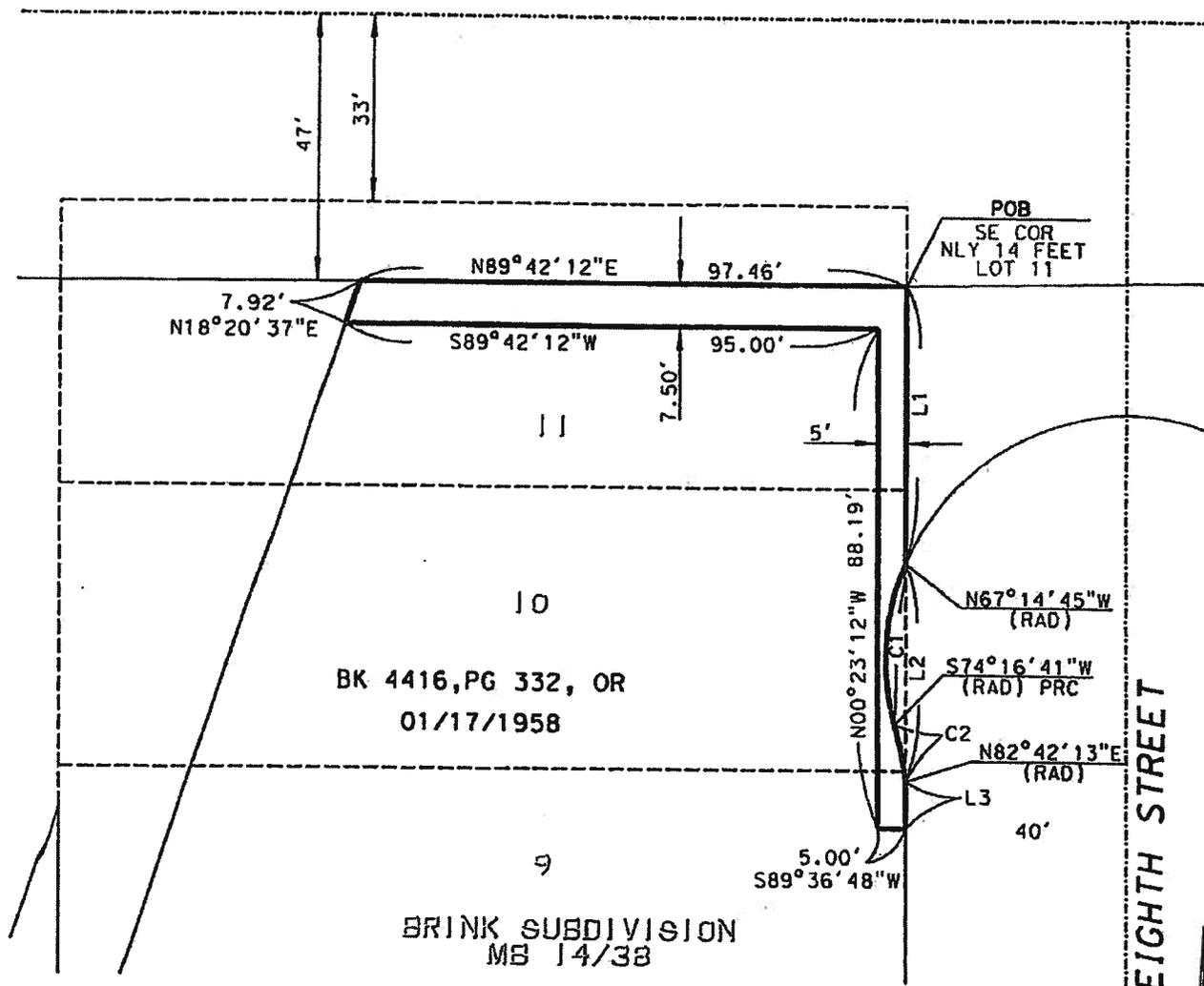


# EXHIBIT F

EXHIBIT 'B'

LAUREL STREET

EIGHTH STREET



BK 4416, PG 332, OR  
01/17/1958

BRINK SUBDIVISION  
MS 14/38

LEGEND

-  PROPERTY LINES
-  EASEMENT AREA
- POB POINT OF BEGINNING
- RAD RADIAL
- PRC POINT OF REVERSE CURVE
- AREA: 1,098± SQUARE FEET

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	38°28'34"	43.50'	29.21'
C2	08°25'32"	68.84'	10.12'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°23'12"E	48.88'
L2	N00°23'12"W	38.52'
L3	S00°23'12"E	8.28'



**DAVID EVANS  
AND ASSOCIATES INC.**  
4200 Concorso, Suite 200  
Ontario California 91764  
Phone: 909.481.5750

EXHIBIT 'B'

JOB NO.:  
TRAN0000-0004

SHEET: 1 TOTAL: 1

COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
TEMPORARY CONSTRUCTION EASEMENT		CRAWN BY: KXG
APN: 0161-081-10		DATE: 01/04/12
		SCALE: 1"=30'

# EXHIBIT G

# EXHIBIT H

**RESOLUTION NO. 13-035**

**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. 0161-091-21**

**WHEREAS**, the San Bernardino County Transportation Commission (the "Commission") is undertaking the Laurel Street Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain a portion of the property located at 1265 N. La Cadena Drive, in the City of Colton, 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**, 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 at 1265 N. La Cadena Drive, Colton, 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 September 6, 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 real property described and depicted in Exhibits "A" through "B" 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 "B"; and

**WHEREAS**, the Commission provided written notice to the City of Colton 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 October 3, 2012 at 10:00 a.m. at Santa Fe Depot--- SANBAG Lobby 1<sup>st</sup> Floor, 1170 W. 3<sup>rd</sup> 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 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 are 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 interests, as described and depicted in Exhibits "A" and "B" 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 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 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 October 3, 2012 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

**Janice Rutherford,**  
**President, SANBAG Board of Directors**

**ATTEST:**

---

**Vicki Watson,**  
**Clerk of the Board**

THE UNITED STATES OF AMERICA  
IN SENATE  
CONFIRMATION OF APPOINTMENT  
OF  
JAMES M. [Name] TO THE POSITION OF [Title]

James M. [Name] was born on [Date] at [Location]. He is a citizen of the United States of America and has resided in the State of [State]. He has been employed by the United States Government since [Year] and has held the position of [Title] since [Year]. He is a member of the [Organization] and has served in various capacities. He is a man of high character and ability and is well qualified for the position of [Title].

Very truly yours,  
[Signature]

# EXHIBIT A

**TEMPORARY CONSTRUCTION EASEMENT  
ATTACHMENT TO LEGAL DESCRIPTION  
APN: 0161-091-21**

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Laurel Street Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of eighteen (18) months.

Reasonable pedestrian and vehicular access to the subject property will be maintained during construction.

EXHIBIT A

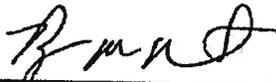
**EXHIBIT 'A'**  
**Legal Description**

The northerly 5.00 feet of that certain portion of Lot 18, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, conveyed in the Grant Deed to 7 Dolpinns Properties, LLC, recorded March 1, 2007 as Document No. 2007-0130573, Official Records of said County.

The above described parcel contains 250 square feet, more or less.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

  
\_\_\_\_\_  
Ryan M. Versteeg, P.L.S. 7809

2-2-2012  
\_\_\_\_\_  
Date



EXHIBIT B

12/11/15  
Page 1 of 1

I hereby certify that the above is a true and correct copy of the original as shown to me by the person who presented it for recording.

This document is not to be recorded.

Witness my hand and seal of office on this 11th day of December, 2015.

Notary Public for the State of California, My Commission Expires 12/31/16



*[Signature]*  
Notary Public for the State of California

# EXHIBIT B

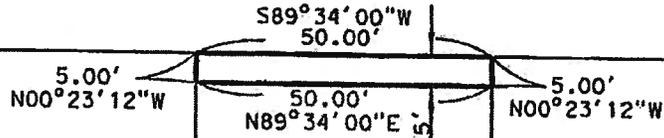
EXHIBIT 'B'

MILLER DRIVE

LAUREL STREET

33'

33'



POR. LOT 18

COLTON LAND AND WATER CO. SUB.

MB 1/40

Doc. No. 2007-0130573  
03/01/2007



LEGEND

- PROPERTY LINES
- EASEMENT AREA
- AREA 250± SQUARE FEET



**DAVID EVANS AND ASSOCIATES INC.**  
4200 Concourse, Suite 200  
Ontario California 91764  
Phone: 909.481.5750

<b>EXHIBIT 'B'</b>		COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
		<b>TEMPORARY CONSTRUCTION EASEMENT</b>		DRAWN BY: KXG
JOB NO.: TRAN0000-0004				DATE: 01/04/12
SHEET: 1	TOTAL: 1	APN: 0161-091-21	SCALE: 1"=30'	



- 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 13, 2012

**Subject:** Revised Funding Summary No. 3 for Cooperative Agreement No. C12189 with the California Department of Transportation (Caltrans) for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project.

**Recommendation:**\* That the Committee recommend the Board approve revised Funding Summary No. 3 for Cooperative Agreement No. C12189 with California Department of Transportation (Caltrans) for the I-215 Bi-County High Occupancy Vehicle (HOV) Gap Closure Project.

**Background:** The I-215 Bi-County HOV Gap Closure project involves the construction of approximately 7.5 miles of HOV lanes between State Routes 60 and 91 and I-215 Interchange in the City of Riverside and Orange Show Road in the City of San Bernardino. The project closes the gap in the regional HOV network that will exist upon completion of the State Route 91 HOV project in Riverside and SANBAG's I-215 widening project north of Orange Show Road. Caltrans recently advertised the project for construction, and staff anticipates construction to start in the fall of 2012.

In February 2012, the Board approved Construction Cooperative Agreement No. C12189 with Caltrans for the construction phase of the Project. Since many of the amendments to Caltrans cooperative agreements are due to funding revisions, the latest Caltrans agreement template, upon which C12189 is based, now includes a

\*

*Approved  
 Major Projects Committee*

*Date:* September 13, 2012

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

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

MPC1209b-ks

<http://portal.sanbag.ca.gov/mgmt/APOR->

[Mgmt/Shared%20Documents/Funding%20Summary%20Amendment%20No%202%20-%20C12189.rtf](http://portal.sanbag.ca.gov/mgmt/Shared%20Documents/Funding%20Summary%20Amendment%20No%202%20-%20C12189.rtf)

separate Funding Summary that is executed concurrently with the main body of the agreement, but can be revised independently. The Caltrans District has been delegated the authority to execute revisions to the Funding Summary, which streamlines the approval by bypassing the Caltrans Headquarters review process.

Consistent with the Caltrans template, Cooperative Agreement No. C12189 sets out the funding, billing and payment details for the Project in a separate Funding Summary and provides that a new Funding Summary be created each time the funding, billing and payment details change and becomes valid upon signing by each party. In May 2012, the Board approved revised Funding Summary No. 2 for Cooperative Agreement No. C12189 to insure that funding for the Project is consistent with the latest approved version of the Federal Transportation Improvement Program (FTIP).

At this time, Staff is recommending another revision to the Funding Summary for Agreement No. C12189 in order to capture an additional amount of Corridor Mobility Improvement Account (CMIA) funds that became available from other CMIA savings. At its June 27, 2012 meeting, the California Transportation Commission (CTC) allocated \$3,088,000 million of CMIA funds for the replacement of the I-215 Newport Bridge, which is part of the I-215 Bi-County HOV Project. The allocation of \$3,088,000 in additional CMIA funding would result in an equal amount of savings in Measure I funds. Table 1 below summarizes the current and proposed funding plans for the Project. The overall cost of the Project has not changed. Staff would like to point out that the attached Funding Summary includes a Caltrans-only pavement rehab project (0H330) which is being combined with the I-215 Bi-County HOV Project for construction purposes. The pavement rehab project is fully funded by Caltrans and is not included in Table 1 below.

**Table 1**

	CMAQ	CMIA	STIP-RIP	STIP-ITIP	Measure I	TOTAL
Current Funding Plan	\$34,850,000	\$15,460,000	\$63,284,000	\$4,961,000	\$40,227,000	\$158,782,000
Proposed Funding Plan	\$34,850,000	\$18,548,000	\$63,284,000	\$4,961,000	\$37,139,000	\$158,782,000
Net Change	\$0	\$3,088,000	\$0	\$0	-\$3,088,000	\$0

Staff is recommending that the Board approve revised Funding Summary No. 3 for Agreement No. C12189. Board's approval will result in a net savings of \$3,088,000 of Measure I funds.

**Financial Impact:** This item is consistent with the adopted SANBAG fiscal year 2012/2013 budget. Funding is provided under Task Number No. 0839.

**Reviewed By:** This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Funding Summary.

**Responsible Staff:** Khalil Saba, Project Delivery Manager

# FUNDING SUMMARY Number 3

Project Number: 0812000211  
 Agreement: 08-1530  
 C12189

## Part I – Funding Summary Table

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Totals by Fund Type
STATE	AUTHORITY	Bond - Corridor Mobility Improvement (CMA)	\$7,325,000	\$11,223,000	\$18,548,000
STATE	CALTRANS	SHOPP	\$12,258,000	\$800,000	\$13,058,000
STATE	AUTHORITY	STIP/RIP	\$61,520,000	\$1,764,000	\$63,284,000
STATE	AUTHORITY	STIP/ITIP	\$4,961,000	\$0	\$4,961,000
FEDERAL	AUTHORITY	Congestion Mitigation and Air Quality (CMAQ)	\$31,567,000	\$3,283,000	\$34,850,000
LOCAL	AUTHORITY	Measure I	\$36,778,000	\$861,000	\$37,139,000
		Totals by Component	\$154,409,000	\$17,431,000	\$171,840,000

This table represents full funding of each PROJECT COMPONENT in Agreement 08-1530.

Billing and payment details follow.

# FUNDING SUMMARY Number 3

Project Number: 0812000211  
Agreement: 08-1530  
C12189

## Part II – Billing and Payment Details

### Responsibilities

CALTRANS is IMPLEMENTING AGENCY for CONSTRUCTION.

### Cost: CONSTRUCTION Support

1. Each PARTNER listed below will do work for CONSTRUCTION Support as described in the SCOPE SUMMARY of the cooperative agreement:

- CALTRANS

Therefore, based on the funding arrangements presented in the Funding Summary Table:

- CALTRANS may invoice AUTHORITY for local funds.

2. PARTNERS will exchange funds for actual costs.

CALTRANS will invoice AUTHORITY for an initial deposit of \$150,000 thirty (30) working days prior to the construction contract bid advertisement date. This deposit represents two (2) months' estimated support costs.

Thereafter, CALTRANS will submit to AUTHORITY monthly invoices of estimated costs based on the prior month's actual expenditures. This will include all expenditures incurred by BNSF and UPRR for coordination and review as specified in the Spending Summary.

After PARTNERS agree that all WORK is complete for this PROJECT COMPONENT, CALTRANS will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this agreement.

### Cost: CONSTRUCTION Capital

3. CALTRANS will invoice AUTHORITY for the actual cost of any SFM as a CONSTRUCTION CAPITAL cost.

4. Each PARTNER listed below will do work for CONSTRUCTION Capital as described in the SCOPE SUMMARY of the cooperative agreement:

- CALTRANS

Therefore, based on the funding arrangements presented in the Funding Summary Table:

- CALTRANS may invoice AUTHORITY for local funds.

## **FUNDING SUMMARY Number 3**

Project Number: 0812000211

Agreement: 08-1530

C12189

5. **PARTNERS will exchange funds for actual costs.**

**CALTRANS will invoice AUTHORITY for an initial deposit of \$5,000,000 thirty (30) working days prior to the construction contract bid advertisement date. This deposit represents one (1) months' estimated capital cost.**

**Thereafter, CALTRANS will submit to AUTHORITY monthly invoices of estimated costs based on the prior month's actual expenditures.**

**After PARTNERS agree that all WORK is complete for this PROJECT COMPONENT, CALTRANS will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this agreement.**

## FUNDING SUMMARY Number 3

Project Number: 0812000211

Agreement: 08-1530

C12189

### Part III – Spending Summary

Description	Partner Administering	Funding Partner	Not to exceed Amount from Measure I funds from OM940
Payment for Burlington Northern Santa Fe (BNSF) coordination and reviews.	CALTRANS	AUTHORITY	\$5,900,000
Payment for Union Pacific Railroad (UPRR) coordination and reviews.	CALTRANS	AUTHORITY	\$400,000

CALTRANS will enter into a Construction and Maintenance (C&M) Agreement with BNSF and UPRR for work within their right of ways. The resident engineer will authorize payment for this supplemental work up to the amounts listed above to the contractor responsible for the work on the railroads.

Project	Breakdown	CMAQ	CMIA	STIP-RIP	STIP-IFIP	Measure I	SHOPP	TOTAL
OM940	Support	\$3,283,000	\$11,223,000	\$1,764,000	\$0	\$0	\$0	\$16,270,000
	Capital	\$31,567,000	\$4,237,000	\$61,520,000	\$4,961,000	\$36,778,000	\$0	\$139,063,000
	Total	\$34,850,000	\$15,460,000	\$63,284,000	\$4,961,000	\$36,778,000	\$0	\$155,333,000
OP510	Support	\$0	\$0	\$0	\$0	\$361,000	\$0	\$361,000
	Capital	\$0	\$3,088,000	\$0	\$0	\$0	\$0	\$3,088,000
	Total	\$0	\$3,088,000	\$0	\$0	\$361,000	\$0	\$3,449,000
OH330	Support	\$0	\$0	\$0	\$0	\$0	\$800,000	\$800,000
	Capital	\$0	\$0	\$0	\$0	\$0	\$12,258,000	\$12,258,000
	Total	\$0	\$0	\$0	\$0	\$0	\$13,058,000	\$13,058,000
<b>TOTAL</b>		<b>\$34,850,000</b>	<b>\$18,548,000</b>	<b>\$63,284,000</b>	<b>\$4,961,000</b>	<b>\$37,139,000</b>	<b>\$13,058,000</b>	<b>\$171,840,000</b>

\*AUTHORITY will be utilizing local advance construction funds for CMAQ funds. In the event the capital expenditures exceeds the yearly obligated amount of CMAQ, Measure I funds will be used as local advance construction funds to cover the deficit.

# FUNDING SUMMARY Number 3

Project Number: 0812000211

Agreement: 08-1530

C12189

## Part IV – Signature Page

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

APPROVED

APPROVED

By: \_\_\_\_\_  
Basem E. Muallem, P.E.  
District Director

By: \_\_\_\_\_  
Janice Rutherford  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa Pacheco  
District Budget Manager

By: \_\_\_\_\_  
Vicki Watson  
Clerk of the Board

By: \_\_\_\_\_  
HQ Accounting

APPROVED AS TO FORM AND  
PROCEDURE

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
AUTHORITY's General Counsel

CONCURRENCE

By: \_\_\_\_\_  
Jeffery Hill  
Contract Administrator



- 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 13, 2012

**Subject:** SR210 Freeway Segment 11 Landscaping

**Recommendations:**\* That the Committee recommend the Board:

1. Approve of the SR210 Freeway Segment 11 Landscaping Project Plans, Specifications, and Estimates package; and
2. Authorize the advertisement and release of Invitation for Bids C13002 to obtain construction bids for the SR210 Freeway Segment 11 Landscaping project; and
3. Authorize Staff to proceed directly to the Board without prior Major Projects Policy Committee approval for the award of Construction Contract No. C13002.

**Background:** In November 2008, San Bernardino Associated Governments (SANBAG) approved Cooperative Agreement No. C09084 with Caltrans whereby the State agreed to perform the Project Approval and Environmental Document (PA/ED) and Plans, Specifications, and Estimates (PS&E) phases of project development for landscaping four SR-210 Segments, 8 through 11, between Sierra Avenue in Fontana and the SR210/I-215 Interchange in San Bernardino.

In June 2010, SANBAG approved a professional services contract with a firm to provide construction management services for the SR-210 Segments 8 through 11 corridor landscaping projects.

\*

*Approved  
 Major Projects Committee*

*Date:* September 13, 2012

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

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

In August 2011, SANBAG approved Cooperative Agreement No. C10161 with Caltrans. This Cooperative Agreement is a no cost agreement which assigns SANBAG responsibility for advertising, awarding, and administering a construction contract for the Segment 11 Landscaping Project in accordance with the Caltrans-approved PS&E package followed by a four-year maintenance contract.

Segment 11 is the final landscaping segment along SR210. The landscape construction is being funded with state-authorized Federal Transportation Enhancement Activity (TEA) funds, Surface Transportation Program (STP) funds, and Measure I funds. In June 2012, Caltrans requested the California Transportation Commission (CTC) allocate \$2,500,000 in TEA funds for the project. With only six (6) months to award a construction contract following CTC allocation of funding, SANBAG must award a landscape construction contract by December 2012. To meet this schedule milestone, staff recommends proceeding directly to the Board for approval of the award of landscaping Construction Contract No. 13002 without prior Committee approval. The construction contract is anticipated to be awarded to the lowest responsive/responsible bidder. A copy of the final PS&E package has been filed with the Clerk of the Board and is available for public review at SANBAG's offices.

**Financial Impact:** Funding is provided under Task Number No. 0824. The funding sources are STP, TEA and Measure I. This item has no impact to the current adopted SANBAG Fiscal Year 2012/2013 budget.

**Reviewed By:** This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and IFB as to form.

**Responsible Staff:** Garry Cohoe, Director of Project Delivery



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

*Minute Action*

AGENDA ITEM: 14

**Date:** September 13, 2012

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

**Recommendation:**\* That the Committee recommend the Board:

1. Approve appraisals and just compensation on properties needed for the I-15/I-215 Devore Interchange Reconstruction Project listed in Attachment "A" ("Properties") of this agenda item, copies of which are on file with the Director of Project Delivery.
2. Authorize acquisition of the Properties in a not-to-exceed aggregate total of \$165,000, increasing the total allowance for property acquisitions for the project to \$16,330,000.
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 No. 40004 (reference: Administrative Settlement Policy No. 34507). Property owners: Atkinson, Topeka, and Santa Fe Railroad, Union Pacific Railroad, and BNSF Railway.

**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

\*

*Approved*  
*Major Projects Committee*

Date: September 13, 2012

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

COG	CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.  
 MPC1209g-das  
 Attachment: MPC1209g1-das

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 amount of \$1,610,000; at the August 1, 2012, SANBAG Board meeting, an additional 62 parcels for an aggregate \$9,930,000 was approved; and at the September 5, 2012, SANBAG Board meeting, an additional 18 properties were approved at an aggregate \$1,625,000.

**Recommendation 1:** SANBAG's right-of-way consultant, Overland, Pacific and Cutler (OPC) Services, has completed appraisals of an additional 3 properties. This is the balance of the properties that have been identified for the project at this time. The 3 properties are summarized in Attachment "A" and include fee takes and temporary construction easements with a total estimated value of \$165,000. The estimated cost includes the property acquisition costs and a contingency of approximately 20%. The fee take is on a vacant railroad owned parcel and the temporary construction easements are on existing railroad 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 \$165,000. The addition of the funds for these properties increases the total authorized amount for property acquisition for this project to \$16,330,000.

The Board should be aware that while condemnation actions for these properties is a last resort and SANBAG's consultant will make every reasonable attempt 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). It is anticipated that the acquisition document for the temporary construction easements will be included within a construction and maintenance agreement with each railroad. These

agreements between Caltrans and the railroads, may also include SANBAG, and if they do, they would be brought before the Board at a future date for approval. 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 No. 40004 (reference: Administrative Settlement Policy No. 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 one part-take fee property from the railroad. 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 approved as to form by SANBAG's right-of-way legal counsel 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:** SANBAG General Counsel has approved this item as to form. This item is also scheduled for review by the Mountain Desert Committee on September 21, 2012.

**Responsible Staff:** Garry Cohoe, Director of Project Delivery

## Devore ROW Parcels for Acquisition

Caltrans Parcel No. (CPN)	APN(s)	Owner	Type
22518	0349-174-07	Atkinson, Topeka and Santa Fe Railroad	Fee, Part-Take Vacant Railroad Property
22667	0349-191-09	Union Pacific Railroad	Temporary Construction Easement on Railroad Property
22668	0349-181-23	BNSF Railroad	Temporary Construction Easement on Railroad Property



- 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 13, 2012

**Subject:** Measure I Valley Freeway Interchange Project Delivery Initiative

**Recommendation:**\* That the SANBAG Board, acting as the San Bernardino County Transportation Authority:

1) Authorize SANBAG staff to draft Baseline Agreements for all phases, and Cooperative Agreements for current phases, for the following interchanges on the Measure I 2010-2040 Strategic Plan interchange priority list: I-10/Cedar (County); SR-210/Baseline (Highland); SR-60/Central (Chino); I-10/University (Redlands); I-215/University (City of San Bernardino); I-10/Alabama (County and Redlands); I-15/Baseline (Rancho Cucamonga); SR-60/Archibald (Ontario); I-10/Monte Vista (Montclair); and I-10/Pepper (Colton).

2) Authorize SANBAG staff to develop draft amendments to Measure I Strategic Plan policies for the Valley Freeway Interchange Program to allow for a “toolbox” of options for loans of Measure I dollars to cover a portion of the local share of interchange costs. These policy amendments would be structured based on the funding principles described in this agenda item and would be considered for approval at a subsequent Major Projects Committee meeting and by the SANBAG Board. Individual local share loans would be based on those policies, with approval of individual loan agreements required from the SANBAG Board, following a case-by-case analysis of the feasibility, risks, and potential impacts of each loan. Loan terms and conditions would be documented in a loan agreement

\*

*Approved*  
*Major Projects Committee*

*Date:* September 13, 2012

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

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

between SANBAG and the jurisdiction obtaining the loan. Loan options recommended for policy development include:

- 1) Loans from a jurisdiction's Measure I Local Street Program funds (No bonding)
  - 2) Loans from a jurisdiction's arterial portion of Measure I Major Street Program funds (No bonding)
  - 3) Combination of 1 and 2
  - 4) Short-term cash loan from SANBAG
  - 5) Bonding against a jurisdiction's Local Street Program funds
- 3) Authorize SANBAG staff to develop a scope of work to analyze a phasing program for the Measure I 2010-2040 Valley Freeway Interchange Program and to bring the scope of work back to the Major Projects Committee and SANBAG Board for subsequent approval.

**Background:**

A workshop on the topic of delivering the top 10 interchanges in the Valley Freeway Interchange Program was held with the Major Projects Committee on May 10, 2012. One of the action items from that workshop was for SANBAG staff to meet with lead agencies on each of the top 10 interchanges on the priority list and to identify possible paths forward for each project.

In addition, concern was expressed that some jurisdictions may not have their local share of project costs available within the timeframe for which project development and construction would occur. Therefore, staff was asked to identify options that would enable jurisdictions to borrow the local share, so that they could match SANBAG's public share if and when the local match was needed to continue the project.

This agenda item highlights proposed paths forward for each of the top 10 interchanges on the priority list and presents a set of options for local share loans. The paper is based on input from the lead agencies, prior discussions with the Transportation Technical Advisory Committee (TTAC), input from an ad hoc committee of the City/County Manager TAC (CCMTAC), and a discussion of five options for local share loans at the CCMTAC meeting of August 2. A working paper containing a draft set of recommendations was presented to and discussed with the TTAC on August 27. The working paper was also circulated to the City/County Managers' Technical Advisory Committee (CCMTAC) on August 29. The input provided by the CCMTAC has been particularly useful to refine the local share loan options.

### **Recommendation on Paths Forward for the Top 10 Interchanges**

A listing of the specific paths forward for each of the interchanges is presented in Exhibit 1 on the following page. The Baseline Agreements and Cooperative Agreements developed for the interchanges listed in Exhibit 1 would be approved by the SANBAG Board on an individual basis as they are developed in conjunction with the respective jurisdictions. The Baseline Agreements identify the project scope, sources of funding, and schedule by phase through the completion of the project. They represent funding and schedule estimates by the parties involved, but recognize that certain details may remain to be worked out as more becomes known about the design of the project and its cost. The Cooperative Agreements will identify the specific roles for SANBAG and the local jurisdictions for the next phase of the project, and will outline the specific funding commitments for that phase. SANBAG will take on much of the management responsibility, as indicated in Exhibit 1.

If a loan for the local share is required, an additional loan agreement would be needed. These agreements would be with the lead agency for each project. Per the Measure I Strategic Plan, each lead agency is responsible for coordinating funding for any minority portions of the local share with those jurisdictions. However, SANBAG is available to assist in those discussions. Each funding arrangement will need to be worked out on a case-by-case basis. Attachment 1 provides a complete listing of Valley interchanges, the local share percentage, and any splits of the local share among jurisdictions. Per direction from the Major Projects Committee at the May 10 workshop, SANBAG staff is developing an option whereby local shares that are currently split among jurisdictions for individual interchanges could be consolidated into 100 percent responsibility for the lead jurisdiction for each individual interchange, wherever possible. An initial concept was discussed with the TTAC in July, 2012, but finding an acceptable solution presents a significant challenge.

#### **Exhibit 1. Paths forward for Individual Interchanges**

##### **I-10/Cedar (Priority 1, County lead)**

- SANBAG would take over the project and draft an agreement that identifies SANBAG and County responsibilities for design and right-of-way and for funding commitments through construction.

##### **SR-210/Baseline (Priority 2, City of Highland)**

- Incorporate project into the SR-210 widening project. City would remain responsible for its local share of the interchange costs.

##### **SR-60/Central (Priority 3, City of Chino lead)**

- Incorporate project into the SR-210 widening project. City would remain responsible for its local share of the interchange costs.

I-10/University (Priority 4, City of Redlands lead)

- Incorporate project into the SR-210 widening project. City would remain responsible for its local share of the interchange costs.

I-215/University (Priority 5, City of San Bernardino lead)

- SANBAG would lead the project through PA&ED, pending City local share funding, to position the project for future funding opportunities. Decisions to proceed to subsequent phases would be based on funding availability.

I-10/Alabama (Priority 6, City of Redlands and County)

- It appears that the existing interchange cannot be preserved under either of the mainline widening alternatives. SANBAG would therefore initiate development work on that interchange. Local shares to be discussed.

I-15/Baseline (Priority 7, City of Rancho Cucamonga)

- SANBAG would take over the project for the construction phase and would assist City in final stages before advertising. City will front all the costs, with repayment of the public share by SANBAG under an Advance Expenditure Agreement.

I-10/Mount Vernon (Priority 8, City of Colton lead)

- Monitor progress on the I-10 PA&ED and Traffic & Revenue studies as related to the Mount Vernon/I-10 interchange over the next year, and make a recommendation on the course of action at that time.

SR-60/Archibald (Priority 9, City of Ontario lead)

- Proceed with Project Study Report, to be managed by SANBAG, pending City local share funding.

I-10/Monte Vista (Priority 10, City of Montclair lead)

- SANBAG and City are working on a lower-cost concept for Monte Vista. Pending outcome of those conceptual studies and discussions with Caltrans, a PSR could be initiated.

I-10/Pepper (Priority 19, City of Colton lead with County involvement),

- Being discussed as part of strategy to use existing \$7+ million in earmarks for interchange improvement. The existing ramps and bridge would be widened assuming no future extension of Pepper Ave. to the south. The earmark would pay for most of project cost, and SANBAG would manage the project through completion.

### **Recommendation on Loans for the Local Share of Project Costs**

SANBAG has the funding and bonding capacity to fund the public share of project costs for the top 10 interchanges with Measure I funds, even on accelerated schedules. It should also be noted that SANBAG will be striving to identify State and Federal revenue to fund the public share portion of interchange costs wherever possible, thereby reducing the Measure I Valley Freeway Interchange portion of the costs. This will extend the Measure I dollars for use on additional interchanges. This strategy has already been successfully employed in delivering a number of interchange projects. Although the prospects for additional State and Federal funding are not as optimistic as they have been in the past, developing these projects at least through the PA&ED phase will position

the local jurisdictions and SANBAG to capture funding for later phases if and when it should become available. What is not clear is whether local jurisdictions will have their local shares available at the same time, particularly if the interchange projects are accelerated.

Approval of a loan for the local share would be considered by the SANBAG Board on a case-by-case basis, after complete analysis of the impact of the proposed loan on the other projects in the Interchange Program. The following set of loan options listed below would be in addition to the use of intra-jurisdictional loans, which are already allowed under Measure I policy.

Five options were presented for consideration by the CCMTAC on August 2. Although the CCMTAC recommended that one of the options be dropped, the CCMTAC suggested that the remaining options be considered as a “toolbox” from which local jurisdictions and SANBAG could select the most appropriate method for each individual interchange. Strategic Plan policy would allow for use of any of the available methods, but the SANBAG Board would need to consider each loan request on a case-by-case basis, with financial impact data and risk assessment data provided to guide that decision. This section describes the options in general, and if the Board approves the general direction, specific policy amendments will be developed for inclusion into the Measure I Strategic Plan, with these amendments to be brought back to the Major Projects Committee and Board for separate action. The Major Projects Committee is being requested to approve the concept of a “toolbox” approach to the provision of local share loans, and for staff to proceed with development of Measure I Strategic Plan policies for the following specific loan options:

1. **Loans from a jurisdiction’s Measure I Local Street Program funds (no bonding)** - Allow loans for up to 2/3 of the local share from a jurisdiction's Measure I Local Street Program “pass-through” funds, with a commitment by the jurisdiction to reimburse the Measure I Local Street Program account with Development Impact Fee (DIF) funds as they are collected or with other legally appropriate non-Measure I funds. Other legally appropriate funds could include proceeds from a Community Facilities District (CFD) or other development-based sources (note: when DIF funds are referenced elsewhere in this agenda item, this implies other legally appropriate non-Measure I funds as well). This option assumes no bonding is required, i.e. cash flow in the jurisdiction’s Local Street Program is sufficient to cover up to 2/3 of local share costs. Conditions for receipt of a loan under this option include:

a. Local pass-through funds would be withheld by SANBAG sufficient to pay up to 2/3 of the local share of project invoices immediately after the initiation of work activities on the

interchange project. The jurisdiction would need to provide the other 1/3 in cash, as needed for project expenses, from either DIF funds or their own internal loans.

- b. A maximum 10-year term, beginning at the completion of project construction, would be identified for DIF funds to replenish the local pass-through account. The first annual payment would be no later than the end of construction.
- c. 100 percent of the jurisdiction's Nexus Study portion of DIF funds not previously committed to projects (or to funding the other 1/3 of the local share) would need to be committed to repayment of the loan.
- d. No interest would be charged (but the jurisdiction would be repaying itself with less valuable dollars)
- e. SANBAG would release the withheld pass-through funds as the jurisdiction repays with DIF.
- f. The jurisdiction would need to show the use of the loan funds and its repayment plan in its 5-Year Measure I Capital Improvement Plan (CIP), so that the auditors would recognize how those funds were being applied.
- g. If the jurisdiction has not repaid the pass-through funds by the end of the term, the term would need to be renegotiated. The jurisdiction would need to continue to repay the loan until it is retired. If full repayment does not occur by the end of Measure I 2010-2040, (i.e. insufficient DIF funds are collected) the loan obligation will be considered fulfilled. This is considered consistent with Measure I given that Measure I funds will not have replaced the development contribution if development has not occurred.
- h. Prior to approval of the loan agreement, SANBAG would need to qualify the loan with an internal risk assessment process.
- i. In addition to the 2/3 cap on the local share portion to be covered by the loan, a limit on percentage of local pass-through funds may need to be set on a case-by-case basis. The reason for this would be as a potential hedge against Measure I revenue being lower than forecast.
- j. Any additional cost of administration of the loan incurred by SANBAG would be included as a cost to be borne by the jurisdiction and could be included in the loan. This would be true of all options.

2. **Loans from a jurisdiction's arterial portion of Measure I Major Street Program funds (no bonding)** - Allow loans for up to 2/3 of the local share from a jurisdiction's Measure I Major Street/Arterial Program equitable share

with a commitment to reimburse the Major Street/Arterial Program account with DIF funds as they are collected. This option assumes that no bonding is required, i.e. cash flow in the jurisdiction's arterial portion of the Major Street Program is sufficient to cover up to 2/3 of local share costs. Conditions for receipt of a loan under this option include:

- a. Funds from the Major Street/Arterial Program would be withheld by SANBAG sufficient to pay up to 2/3 of the local share of project invoices immediately after the initiation of work activities on the interchange project. The jurisdiction would need to provide the other 1/3 in cash, as needed for project expenses, from either DIF funds or their own internal loans.
- b. A maximum 10-year term, beginning at the completion of project construction, would be identified for DIF funds to replenish the arterial account. The first annual payment would be no later than the end of construction.
- c. 100 percent of the jurisdiction's Nexus Study portion of DIF funds not previously committed to projects (or to funding the other 1/3 of the local share) would need to be committed to repayment of the loan.
- d. No interest would be charged (but the time-value-of-money calculation for the arterial equitable share will account for the fact that the funds were used earlier than they would have been otherwise)
- e. SANBAG would withhold the arterial funds and would release the withheld funds for use on other projects as the jurisdiction repays with DIF.
- f. If the jurisdiction has not repaid the arterial funds by the end of the term, the term would need to be renegotiated. The jurisdiction would need to continue to repay the loan until it is retired. If it becomes clear that full repayment will not occur by the end of Measure I 2010-2040, (i.e. insufficient DIF funds are collected) the remainder of the loan obligation would need to be fulfilled using the jurisdiction's Measure I Local Street funds, since Local Street funds can legitimately be used for interchange-related expenditures (arterial funds cannot). This reassignment of funds would be part of the renegotiation of the loan. Use of Local Street funds, in the event DIF funds fall short, is considered consistent with Measure I given that Measure I funds will not have replaced the development contribution if development has not occurred.
- g. In addition to the 2/3 cap on the local share portion to be covered by the loan, a limit on percentage of arterial funds may need to be set on a case-by-case basis. The reason for this would be as a

- potential hedge against Measure I revenue being lower than forecast.
- h. Prior to approval of the loan agreement, SANBAG would qualify the loan with an internal risk assessment process.
3. **Combination of 1 and 2** - Allow a combination of option 1 and option 2 as sources of funding for a local share loan for an interchange project. The terms would be consistent with the terms specified in each of the two options and negotiated on a case-by-case basis.
  4. **Short-term cash loan from SANBAG** - Allow a short-term cash loan for up to 2/3 of the local share that would be made available from SANBAG, with a fixed term and an interest rate premium (e.g. 5 year term; Local Agency Investment Fund (LAIF) plus 3%). This would be conditioned on SANBAG having cash flow available and there being no risk of delay to other SANBAG projects. The cash loan could only be utilized for the PA&ED and Design phases of the interchange project. The jurisdiction would be in default if it fails to maintain payments, and SANBAG would be given the authority to invoke the terms of options 1, 2, or 3 to make those payments.
  5. **Bonding against a jurisdiction's Local Street Program funds** - Allow for a jurisdiction to bond for up to 2/3 of the local share against its Measure I Local Street Program "pass-through" funds, with the debt service to be paid by those funds. DIF funds would reimburse the jurisdiction's Local Street account as they are collected, and the additional Local Street funds could be expended on other projects in the jurisdiction's Measure I Local Street Capital Improvement Plan.
    - a. The bond issue could be:
      - i. Coordinated with another SANBAG bond issue, in which case SANBAG would make debt service payments from the jurisdiction's Local Street account before sending the remaining funds to the jurisdiction. The jurisdiction would then reimburse SANBAG for their Local Street funds with DIF funds as they are collected, and SANBAG would release a comparable amount of Local Street funds back to the jurisdiction for other projects.
      - ii. Arranged independently by the jurisdiction, with the debt service paid directly by Local Street funds the jurisdiction has already received. In this case, the loan would be internal to the jurisdiction. The CIP would document the loan, and auditing of the Local Street account would track loan repayment.

- b. If full repayment of the Local Street account does not occur by the end of Measure I 2010-2040, (i.e. insufficient DIF funds are collected) the repayment obligation to the Local Street account will be considered fulfilled. This is considered consistent with Measure I, given that Measure I funds will not have replaced the development contribution if development has not occurred.

SANBAG staff analyzed the amount of both Measure I Local Street funds and Major Street/Arterial funds that could be available as the security for local share loans for the above options. Table 1 shows the estimated local share of costs by jurisdiction for the top 10 interchanges on the priority list. This includes both the top 10 projects for which the agency is lead, as well as those for which they have a minority share. The source of the costs was the SANBAG 10-year Delivery Plan, which contains costs that have been refined and updated from the costs in the Nexus Study. The table also shows the Local Street Program and Arterial Program annual revenue and a projection of how many years of revenue would be required to fund 2/3 of the local share. A conservative assumption has been used that there is no annual revenue growth. The estimates indicate that each jurisdiction, with the exception of Montclair, would have sufficient Local Street Program revenue to fund 2/3 of their local share responsibility within 9 years or less. The number of years would be lower if revenue growth was assumed.

Few, if any, jurisdictions would be able to divert 100 percent of their Local Street Program revenue to funding the local share of interchange projects, given the ongoing needs for street maintenance and rehabilitation, for which much of this funding is used. The use of arterial funding may be more feasible for many of the jurisdictions, but the number of years is typically higher for this source. In addition, some of the jurisdictions have indicated that they have other sources available to fund the local share. Examples include the Cities of Chino (from collected DIF fees) and Rancho Cucamonga (from DIF fees and redevelopment funds).

The County of San Bernardino has some unique challenges in developing its funding strategy for the local share. The County's DIF program in the Valley is structured around 12 DIF subareas, generally corresponding to spheres of influence. In addition, the use of Measure I Local Street funds and Arterial Program funds must be spread across those subareas. A commitment of either DIF or Measure I funds to a major project in one subarea could mean deferring work in other subareas by a substantial period of time. The potential for annexation of portions of these areas by the cities further complicates the commitment of funding and the tracking of those funds. The proposed "toolbox" approach provides several ways for the County to deal with these issues, but SANBAG and the County will need to collaborate on how to design a feasible

solution to these challenges. The I-10/Cedar interchange, No. 1 on the interchange priority list, will require some immediate attention in this regard.

**Table 1. Analysis of Local Jurisdiction Capacity to Fund 2/3 of the Local Share Cost for the Top 10 Interchanges (conservatively assumes no annual revenue growth; \$ are in 1000s)**

Jurisdiction	Local Share Cost by Jurisdiction for Top 10 Interchanges	2/3 of Local Share Cost	Local Street \$ FY 11-12	Years for Local Street \$ to Pay off 2/3 Local Share	Arterial \$ FY 12-13	Years for Arterial \$ to Pay off 2/3 Local Share
Chino	\$14,550	\$9,700	\$1,040	9.33	\$641	15.13
Fontana	\$15,100	\$10,067	\$2,760	3.65	\$1,645	6.12
Highland	\$4,310	\$2,873	\$740	3.88	\$574	5.01
Montclair	\$9,180	\$6,120	\$500	12.24	\$51	120.00
Ontario	\$4,640	\$3,093	\$2,210	1.40	\$1,038	2.98
Rancho Cucamonga	\$25,240	\$16,827	\$2,240	7.51	\$430	39.13
Redlands	\$1,170	\$780	\$930	0.84	\$413	1.89
Rialto	\$2,290	\$1,527	\$1,370	1.11	\$329	4.64
San Bernardino	\$4,050	\$2,700	\$2,920	0.92	\$666	4.05
Upland	\$3,290	\$2,193	\$1,000	2.19	\$194	11.31
County	\$19,400	\$12,933	\$1,660	7.79	\$1,088	11.89

Two additional options were considered in discussions with the CCMTAC and TTAC, but were eliminated from inclusion in the proposed “toolbox.” These included:

- Allow for up to 70% of the arterial program to be used as a loaning “pool”. This would leave 15-20 percent of the arterial funds available for various arterial projects. The CCMTAC advised against this option, given that jurisdictions would be borrowing not just against their own equitable share of arterial funds, but against the equitable shares of other Valley jurisdictions. This could cause complications if the borrowing jurisdiction was unable to repay its loan, and the inter-jurisdictional bookkeeping would be more complex than if they simply borrowed against their own jurisdiction’s arterial revenue stream.
- Allow for SANBAG to bond for up to 2/3 of the local share, with the debt service to be paid with DIF funds as they are collected. If the DIF funds were to be insufficient to pay debt service, SANBAG would be given authority to

withhold the jurisdiction's Measure I Local Street Program funds needed to make those payments. SANBAG's bond counsel advised that it was preferable for a jurisdiction to bond against its own Local Street Program revenue stream and that a generic bonding against the overall Measure I revenue stream, with eventual repayment from DIF funds, would introduce uncertainties into the overall bond measure and could affect the interest rate that SANBAG would receive for its other projects. Bonding against a jurisdiction's own revenue stream is cleaner, and the repayment terms better defined.

**Recommendation of Phasing Analysis for the Valley Freeway Interchange Program**

A third recommendation is that the committee recommend the Board authorize SANBAG staff to develop a scope of work to analyze a phasing program for the Measure I 2010-2040 Valley Freeway Interchange Program. The purpose of this initiative would be to develop a phasing plan for the interchange program that would target improvements for the most congested ramps at selected interchanges, where feasible. This would result in a more cost-effective use of available funds in the Valley Freeway Interchange Program. Given that funding requirements for the full Interchange Program are much larger than the funds available, a phased program could stretch the available Measure I dollars across a broader cross-section of Valley interchanges. The scope of work would identify phasing opportunities for the entire list of interchanges, including those outside the top 10. Local jurisdictions have concerns over how this may affect interchange positions on the priority list, and this will be taken into consideration in drafting the scope.

**Financial Impact:** This agenda item has no financial impact on the SANBAG budget, Task No. 0609. However, the policies that are ultimately developed based on this item will provide a financial framework for assisting local jurisdictions with delivery of interchange projects, and will have impacts on both SANBAG and local jurisdiction cash flows for interchange projects, depending on the funding option(s) each jurisdiction wishes to pursue.

**Reviewed By:** The material in this agenda item has been reviewed by both the Transportation Technical Advisory Committee and the City/County Managers Technical Advisory Committee. Specific policies developed for the Measure I Strategic Plan will be based on the framework in this agenda item, once the direction is approved by the SANBAG Board. These policies will be brought back to the Major Projects Committee and Board for review and approval.

**Responsible Staff:** Steve Smith, Director of Planning

**Attachment 1**  
**Interchanges in the Measure I Valley Freeway Interchange Program**  
 (See key to jurisdiction list at end of table)

Interchange and Place on Priority List	2011 Nexus Study Cost (\$Millions)	Total Local Share Percentage	Local Nexus Study Splits	
			Jurisdictions Involved (Lead agency listed First)	Percentage Splits
SR-60 at:				
Ramona (15)	\$30	31.3%	Ch/Co/Mo	53/39/8
Central (3)	\$30	58.8%	Ch/Co/Mo	91/8/1
Mountain (14)	\$15	46.2%	Ch/On	50/50
Euclid (12)	\$6	44.5%	On/Ch	57/43
Grove (11)	\$51	48.3%	On/Ch	99/1
Vineyard (24)	\$51	60.3%	On/Ch	93/7
Archibald (9)	\$8	66.1%	On	100
I-10 at:				
Monte Vista (10)	\$50	24.1%	Mo/Up/Co	74/2/24
Euclid (13)	\$9	17.4%	Up/On	60/40
Grove/4 <sup>th</sup> (25)	\$128	17.1%	On/RC/Up	64/22/14
Vineyard (22)	\$84	60.0%	On	100
Cherry* (in construction phase)	\$77	35.4%	Co/Fo	64/36
Beech (31)	\$114	50.0%	Fo/Co	64/36
Citrus* (in construction phase)	\$59	38.4%	Fo/Co	99/1
Alder (28)	\$99	50.0%	Fo/Co	71/29
Cedar (1)	\$52	30.0%	Co/Eo/Ri	74/12/14
Riverside	\$44	27.4%	Ri/Co/Ct	66/8/26
- Phase 1 (IC/Ramps-complete)	\$27			
- Phase 2 (RR Bridge)	\$10			
Pepper (19)	\$55	34.0%	Ct/Co/SB	92/4/4
- Pepper/Valley (complete)	\$10			
- Ramps/Bridge	\$45			
Mt. Vernon (8)	\$32	51%	Ct	100
Tippecanoe* (in construction phase)	\$78	34.6%	SB/LL	50/50
Mtn. View (18)	\$51	37.8%	LL/SB/Co/Re	70/20/6/4
California (27)	\$45	47.8%	Co/LL/Re	47/38/15
Alabama (6)	\$31	50.5%	Co/Re	65/35
University (4)	\$7	17.9%	Re	100
Wabash (33)	\$40	35.8%	Co/Re	88/12

Major Projects Committee Agenda Item  
 September 13, 2012  
 Page 13

Interchange and Place on Priority List	2011 Nexus Study Cost (\$Millions)	Total Local Share Percentage	Local Nexus Study Splits	
			Jurisdictions Involved (Lead agency listed First)	Percentage Splits
Live Oak (Complete)	\$19	37.0%	Yu/Re	99/1
Wildwood (29)	\$35	50.0%	Yu	100
I-15 at:				
6 <sup>th</sup> /Arrow (23)	\$70	50.0%	RC/Fo	90/10
Baseline (7)	\$40	50.0%	RC/Fo	67/33
Duncan Cyn. (32) (in construction)	\$41	77.3%	Fo/Co	79/21
Sierra (16)	\$13	80.3%	Ri/Fo/Co	65/28/7
I-215 at:				
University (5)	\$28	15.8	Co/SB	57/43
Pepper/Linden (30)	\$57	50.0	SB	100
Palm (26)	\$11	35.7	SB/Co	50/50
SR-210 at:				
Waterman (17)	\$51	18.2	SB	
Del Rosa (20)	\$36	32.8	SB/Hi/Co	63/28/9
Baseline (2)	\$9	41.9	Hi	100
5 <sup>th</sup> (21)	\$8	44.1	Hi/SB/Re	93/5/1

\*I-10 Citrus, I-10 Cherry and I-10 Tippecanoe – Interchanges that were underway prior to finalization of Interchange Priority List and therefore are not assigned a priority number.

Shading indicates the interchange is included in the top ten priority interchanges.

Abbreviations: Ch=Chino; Co=County; Ct=Colton; Fo=Fontana; Hi=Highland; LL=Loma Linda; Mo=Montclair; On=Ontario; RC= Rancho Cucamonga; Re=Redlands; Ri=Rialto; SB=San Bernardino; Up=Upland; Yu=Yucaipa



- 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 13, 2012

**Subject:** Cooperative Agreement with the City of Highland for the Feasibility Study for improvement of the existing SR-210/Highland Avenue interchange and construction of a proposed SR-210/Victoria Avenue Interchange

**Recommendation:\*** That the Committee recommend the Board:

- 1) Approve Cooperative Agreement No. C13024 with the City of Highland with a not-to-exceed amount of \$100,000 for San Bernardino Associated Governments management of a Feasibility Study for the improvement of the SR-210/Highland interchange and construction of a proposed SR-210/Victoria Avenue interchange.
- 2) Approve a Fiscal Year 2012-2013 budget amendment increasing Task No. 0404 Subregional Transportation Planning in the amount of \$100,000, funded from a City of Highland contribution of \$100,000 for a new task total of \$1,192,886.

**Background:** On April 8, 2011, Caltrans approved a Project Study Report (PSR), to evaluate the feasibility of constructing a new interchange within the city limits of Highland and San Bernardino on SR-210 at Victoria Avenue. The purpose of the new interchange would be to improve access to

\*

*Approved*  
*Major Projects Committee*  
 Date: September 13, 2012  
 Moved:      Second:  
 In Favor:      Opposed:      Abstained:  
 Witnessed: \_\_\_\_\_

<input type="checkbox"/>	COG	<input checked="" type="checkbox"/>	CTC	<input type="checkbox"/>	CTA	<input type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA
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Check all that apply

business and entertainment facilities in the Victoria Avenue corridor, such as the San Bernardino International Airport (SBIA) and the San Manuel Band of Mission Indians establishments.

When the California Department of Transportation (Caltrans) signed the PSR, two conditions were noted that required followup. The first was the need to further evaluate the feasibility of improving the existing SR-210/Highland Avenue interchange. The second was to further analyze traffic operational issues related to interchange spacing between the Victoria Ave. interchange ramps and both the ramps to/from the SR-210/SR-330 interchange and the ramps to/from the SR-210/Highland Avenue interchange.

The purpose of Agreement No. C13024 is to secure funds from the City of Highland to support these two PSR followup activities and to define the responsibilities of both San Bernardino Associated Governments (SANBAG) and the City of Highland in performing the scope of work defined in the agreement. Current plans are to utilize the services of Parsons, SANBAG's general consultant, to complete the work in the most effective and expeditious manner possible.

The schedule to complete the feasibility study and present findings to the SANBAG Board is estimated as a maximum of one year. The study will be funded by a contribution from the City of Highland for a maximum amount of \$100,000. Cooperative Agreement No. C13024 notes that SANBAG will serve as lead agency for the project, and Highland will reimburse SANBAG for eligible expenses up to \$100,000.

The agreement with Highland is attached and includes a scope of work for reference purposes. It should be noted that SANBAG's commitment to complete the feasibility study does not represent a commitment to proceed on additional phases of the project. A new interchange at SR-210/Victoria Avenue is not listed in the SANBAG Development Mitigation Nexus Study and would therefore not be eligible for Measure I funds or for State and Federal funds allocated by SANBAG, nor is the interchange on the Measure I Freeway Interchange Program priority list. Any additional funding commitments or steps taken to advance this project would be brought back to the SANBAG Board for consideration at the appropriate time.

**Financial Impact:** Approval of this agenda item would increase the Fiscal Year 2012-2013 budget, Task 0404 Subregional Transportation Planning, by \$100,000 for a new task total of \$1,192,886. The increase in Task 0404 will be funded from a City of Highland contribution of \$100,000.

Major Projects Committee Agenda Item  
September 13, 2012  
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**Reviewed By:** This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

**Responsible Staff:** Steve Smith, Director of Planning

Item #	Item Description	Category	Priority	Status
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## CONTRACT SUMMARY SHEET

Contract No. C 13024 Amendment No. \_\_\_\_\_

By and Between  
SANBAG and City of Highland

Contract Description Cooperative agreement with Highland for the Feasibility Study for the Construction of a proposed SR-210/Victoria Avenue Interchange

**Board of Director's Meeting Date:** October 3, 2012

**Overview of BOD Action:** Approve Cooperative Agreement C13024 with the City of Highland for SANBAG participation in the Feasibility Study for the improvement of the Highland/SR-210 interchange and the construction of a proposed Victoria Avenue/SR-210 interchange.

Is this a Sole-Source procurement?  Yes  No N/A

CONTRACT OVERVIEW					
Original Contract Amount	\$	100,000	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
<b>TOTAL CONTRACT VALUE</b>	<b>\$</b>	<b>100,000</b>	<b>TOTAL CONTINGENCY VALUE</b>	<b>\$</b>	
<b>TOTAL BUDGET AUTHORITY (contract value + contingency)</b>					<b>\$ 100,000</b>

Contract Start Date 10/3/12	Current Contract Expiration Date 12/31/13	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION					
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. _____.					
<input checked="" type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY? \$100,000 Reimbursement from City of Highland					
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds	
Provide Brief Overview of the <b>Overall</b> Funding for the duration of the Contract: \$100,000 Reimbursement from City of Highland					
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable					

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

<u>Steve Smith</u>	<u>Steve Smith</u>	
Task Manager (Print Name)	Signature	9/4/12
<u>Tim Byrne</u>	<u>Tim Byrne</u>	8/31/12
Project Manager (Print Name)	Signature	Date
<u>Jeffery Hill</u>	<u>Jeffery Hill</u>	9/5/12
Contracts Administrator (Print Name)	Signature	Date
<u>William Swarski</u>	<u>William Swarski</u>	9/5/12
Chief Financial Officer (Print Name)	Signature	Date

**COOPERATIVE AGREEMENT NO. C13024**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF HIGHLAND**

**FOR**

**FEASIBILITY STUDY FOR IMPROVEMENT OF THE EXISTING SR-210/HIGHLAND AVENUE INTERCHANGE AND CONSTRUCTION OF A PROPOSED SR-210/VICTORIA AVENUE INTERCHANGE**

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

**RECITALS:**

**WHEREAS**, in April 2011, Caltrans completed a Project Study Report/Project Development Support to evaluate the feasibility of constructing a new interchange within the City of Highland on SR-210 at Victoria Avenue to improve access and traffic circulation; and

**WHEREAS**, determination of the feasibility and impacts of a new Victoria Avenue interchange or a reconstructed Highland Avenue interchange require additional analysis before the proposed interchange improvements proceed further to the Project Approval and Environmental Document phase ; and

**WHEREAS**, the CITY has agreed to fund a feasibility study (hereinafter referred to as the "PROJECT") to address selected issues pertaining to feasibility and impacts of the proposed interchange improvements; and

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

**WHEREAS**, the Parties desire to proceed with the PROJECT in a timely manner; and

**WHEREAS**, this AGREEMENT is intended to delineate the duties, and funding responsibilities of the Parties for the PROJECT; and

**NOW, THEREFORE**, the Parties agree to the following:

## SECTION I

### AUTHORITY RESPONSIBILITIES:

Authority agrees:

1. To be the lead agency for this PROJECT and to diligently undertake and complete in a timely manner the Scope of Work for the PROJECT as shown in Attachment A, which is attached to this Agreement and by this reference incorporated into this Agreement.
2. To be responsible for expending the eligible PROJECT expenses that are incurred by AUTHORITY for an amount not to exceed \$100,000, with reimbursement by CITY per paragraph 2 of Section II and subject to paragraphs 3 and 10 of Section III. Expenses relative to time spent on the PROJECT by AUTHORITY staff are not considered eligible PROJECT expenses and will not be charged to the \$100,000 PROJECT funds.
3. To prepare and submit to CITY an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.
4. To abide by all AUTHORITY, CITY, State, and Federal laws, regulations, policies, and procedures pertaining to the PROJECT.
5. To maintain all source documents, books and records connected with AUTHORITY's performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to CITY or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of CITY. Copies will be made and furnished by SANBAG upon written request.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 120 calendar days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to CITY, must demonstrate that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities.
8. To cooperate in having a PROJECT-specific audit completed by CITY, at CITY's option and expense, upon completion of the PROJECT. All funds expended on the PROJECT must be used in conformance with this Agreement.

9. To repay to CITY any reimbursement for AUTHORITY costs that are determined by subsequent audit to be unallowable within ninety (90) days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse moneys due CITY within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, the CITY reserves the right to withhold future payments due AUTHORITY from any source under CITY's control.
10. To include CITY in Project Development Team (PDT) meetings, if and when such meetings are held, and related communications on PROJECT progress, to provide at least quarterly schedule updates to CITY, and to consult with CITY on critical issues relative to the PROJECT.

## **SECTION II**

### **CITY RESPONSIBILITIES:**

City agrees:

1. To reimburse AUTHORITY within 30 calendar days after AUTHORITY submits to CITY an original and two copies of the signed invoices in the proper form covering those actual eligible PROJECT expenditures that were incurred by AUTHORITY, including back up information. Invoices may be submitted to CITY as frequently as monthly.
2. To reimburse AUTHORITY for all eligible PROJECT expenses not to exceed \$100,000 subject to paragraph 10 of Section III.

## **SECTION III**

### **IT IS MUTUALLY AGREED:**

1. The PROJECT costs have been estimated to be \$100,000 or less. CITY shall have no further responsibilities to provide any funding for PROJECT exceeding this amount without prior CITY approval, subject to Paragraph 10 of this Section.
2. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT activities that are described in this Agreement.
3. CITY may, in its sole discretion, advance funds for AUTHORITY's use toward eligible PROJECT costs. AUTHORITY shall provide documentation of expenditures to CITY consistent with Section I.3, identifying the portions of those expenditures being reimbursed by the advanced funds.
4. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY or SANBAG under or in connection with any work, authority, or

jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY and SANBAG shall fully defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY and SANBAG or their officers, employees, agents, volunteers and contractors, under or in connection with any work, authority or jurisdiction delegated to AUTHORITY and SANBAG.

5. Neither AUTHORITY, SANBAG nor any officer or employee thereof is responsible for any injury, damage, or liability occurring or arising by reason of anything done or omitted to be done by CITY and under or in connection with any work, authority, or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY or its officers, employees, agents, volunteers and contractors, under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
6. CITY and AUTHORITY represent that they have sufficient insurance coverage for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective insurance programs, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.
7. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by AUTHORITY.
8. This Agreement will expire on December 31, 2013, unless extended in writing by the parties. The Agreement may also be terminated by either party by giving the other party 30 days written notice.
9. CITY, at CITY's option and in coordination with AUTHORITY, may assign additional resources to the PROJECT to facilitate its timely completion.
10. In the event AUTHORITY determines PROJECT work may exceed the not to exceed amounts identified in Section I, paragraph 2, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the PROJECT amounts identified in this Agreement. In no event, however, shall CITY be responsible for PROJECT costs in excess of the PROJECT amounts identified herein absent a written amendment to this Agreement that is approved by the Parties.
11. This Agreement may be signed in counterparts, each of which shall constitute an original.

12. The "Effective Date" of this Agreement is the date on which AUTHORITY executes this Agreement.
13. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. There are no other agreements or understandings between the parties with respect to the subject matter hereof or any related subject and no representations by either party to the other have been made as an inducement to enter into this Agreement. All prior negotiations between the parties are superseded by this Agreement. This Agreement may not be altered, amended or modified except by a writing executed by all parties hereto.

**SIGNATURES ON FOLLOWING PAGE:**

**SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY**

**CITY OF HIGHLAND**

By: \_\_\_\_\_  
Janice Rutherford, President  
SANBAG Board of Directors

By: \_\_\_\_\_  
Larry McCallon  
Mayor, City of Highland

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Eileen Monaghan Teichert  
AUTHORITY General Counsel

By: \_\_\_\_\_  
Craig Steele  
City Attorney, City of Highland

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONCURRENCE:**

By: \_\_\_\_\_  
Jeffery Hill  
AUTHORITY Contract Administrator

## **Attachment A – Scope of Work**

### **FEASIBILITY STUDY FOR THE IMPROVEMENT OF THE SR-210/HIGHLAND INTERCHANGE AND THE CONSTRUCTION OF A PROPOSED SR-210/VICTORIA AVENUE INTERCHANGE**

The purpose of this study is to evaluate the feasibility of possible improvements to the existing SR-210/Highland Avenue interchange and traffic operational impacts of a proposed new SR-210/Victoria Avenue interchange. A summary of activities to be accomplished is presented below:

1. Evaluate feasibility of improving the existing SR-210/Highland Avenue interchange and nearby roadway network as an alternative to constructing a new interchange at SR 210 and Victoria Avenue to fully address existing and future traffic circulation and access needs in San Bernardino and Highland:
  - a. Conduct studies on existing and 2035 AM and PM peak hour traffic volumes, queue delays by approach, and level of service of the SR-210/Highland Avenue interchange and nearby roadway network.
  - b. Examine deficiencies of the SR-210/Highland Avenue interchange and nearby roadway network.
  - c. Develop engineering measures and structural improvements that could be employed to improve operation at the interchange and the nearby roadway network, including freeway ramp, roadway and intersection geometric modifications, traffic signal, and striping/signing improvements.
  - d. Determine total project cost to implement the engineering measures and structural improvements including environmental, design, right-of-way and construction costs.
2. Perform the following tasks for a proposed new SR-210/Victoria Avenue interchange
  - a. Review the Project Study Report for the Victoria Avenue interchange prepared by Caltrans dated April 8, 2011.
  - b. Analyze traffic operational issues related to interchange spacing between the Victoria Ave. interchange ramps and both the ramps to/from the SR-210/SR-330 interchange and the ramps to/from the SR-210/Highland Avenue interchange.
  - c. Identify traffic operational and design solutions to mitigate the proximity impacts of the new Victoria Avenue interchange to SR-330 and the SR-210/Highland Avenue interchange, and assess those solutions against Federal Highway Administration criteria. Develop justifications for a design exception of interchange spacing. Participate in discussions with Caltrans and FHWA to seek a conceptual approval of the interchange spacing design exception.
  - d. Identify ways to limit the impact of a new Victoria Ave. interchange to existing businesses proximate to the existing Highland Ave. interchange.

3. Prepare a report on study findings and determine if there is a consensus solution
  - a. Prepare a draft report documenting the results of Tasks 1 and 2. Present the results to the stakeholder agencies including Cities of Highland and San Bernardino, SANBAG, Caltrans, San Manual Tribe, SBIAA/IVDA.
  - b. Discuss economically neutral solutions on study findings to determine whether a consensus solution can be reached. Financial feasibility will necessarily be a part of that discussion.
  - c. Prepare a final report documenting results, describing the consensus solution, if any, and describing next steps to implement the selected interchange improvements, or other non-interchange improvements (e.g. smart street, traffic signal coordination, corridor improvements, etc.) to the existing Highland Avenue corridor.

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
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

## ***San Bernardino Associated Governments***



### **MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
  
- Develop an accessible, efficient, multi-modal transportation system
  
- Strengthen economic development efforts
  
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996