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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
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AGENDA

Board of Directors Metro Valley Study Session

November 15, 2012

****** Start Time: 9:00 a.m. ******

Location:

SANBAG Offices

The Super Chief Room

1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410

Board of Directors

Valley Representatives

Study Session Chair

Dick Riddell, Mayor
City of Yucaipa

Study Session Vice-Chair

Michael Tahan, Council Member
City of Fontana

Neil Derry, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Gary Ovitt, Supervisor
County of San Bernardino

Janice Rutherford, Supervisor
County of San Bernardino

Dennis Yates, Mayor
City of Chino

Ed Graham, Council Member
City of Chino Hills

Sarah Zamora, Mayor
City of Colton

Walt Stanckiewicz, Mayor
City of Grand Terrace

Larry McCallon, Mayor
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul M. Eaton, Mayor
City of Montclair

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Pete Aguilar, Mayor
City of Redlands

Ed Scott, Mayor Pro Tem
City of Rialto

Pat Morris, Mayor
City of San Bernardino

Ray Musser, Mayor
City of Upland

Mountain/Desert Representatives

Cari Thomas, Mayor
City of Adelanto

Rick Roelle, Council Member
Town of Apple Valley

Julie McIntyre, Mayor Pro Tem
City of Barstow

Bill Jahn, Mayor
City of Big Bear Lake

Mike Leonard, Council Member

City of Hesperia

Edward Paget, Mayor
City of Needles

Jim Harris, Council Member
City of Twentynine Palms

Ryan McEachron, Mayor
City of Victorville

George Huntington, Council Member
Town of Yucca Valley

Brad Mitzelfelt, Supervisor
County of San Bernardino

SANBAG

Ray Wolfe

Executive Director

Eileen Teichert

SANBAG Counsel

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

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

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

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

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

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

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

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

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

**Board of Directors
Metro Valley Study Session**

**November 15, 2012
9:00 a.m.**

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

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

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

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

1. Possible Conflict of Interest Issues for the SANBAG Board of Directors Metro Valley Study Session Meeting November 15, 2012. Pg. 8

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 under this item for recordation on the appropriate item.

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. Board of Directors Metro Valley Study Session Attendance Roster Pg. 13

A quorum shall consist of a majority of the membership of the SANBAG Board of Directors.

Notes/Action

3. **Construction Contract Change Orders to on-going SANBAG Construction Contracts with Diversified Landscape Company, KASA Construction, Inc., Skanska/Rados Joint Venture, America West Landscaping, Inc., Pacific Restoration Group, Inc., Ortiz Enterprises, Inc., Beador Construction Company, Skanska USA, and Riverside Construction, Inc.** Pg. 17

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

Discussion Calendar

Administrative Matters

4. **Election of the Board of Directors Metro Valley Study Session Chair and Vice-Chair** Pg. 21

That the Board reconfirm the selection of the Chair and Vice-Chair of the Board of Directors Metro Valley Study Session. **Garry Cohoe**

5. **2013 Board of Directors Metro Valley Study Session Meeting Schedule** Pg. 22

Approve the 2013 Board of Directors Metro Valley Study Session Meeting Schedule. **Garry Cohoe**

Project Delivery

6. **Laurel Street Grade Separation, Set Date for Hearing to Consider Resolutions of Necessity** Pg. 36

That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

1. Set a date and time of Wednesday, January 9, 2013, 10:00 A.M. for hearings to consider Resolutions of Necessity (RON) for properties required for the Laurel Street Grade Separation project in the City of Colton. Properties' owners are: Burchco LLC, Reider Enterprises, and George Murdock.

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

7. Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project Utility Easement Pg. 39

That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting.

Joint Use Agreement No. C13009 with the City of Colton and Southern California Gas Company for utility easement required for the relocation of an existing gas line within the boundaries of the I-215 Bi-County High Occupancy Vehicle Gap Closure for a not-to-exceed amount of \$20,000.

Khalil Saba

8. Interstate 215 (I-215) Bi-County Projects Pg. 54

That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

1. Amendment No. 3 to Contract No. A03045 with LSA Associates, Inc. to extend the period of performance to December 31, 2013, with no change to the overall amount of the contract.

2. Amendment No. 3 to Contract No. A03046 with AECOM Technical Services, Inc. to extend the period of performance to December 31, 2013, with no change to the overall amount of the contract. **Khalil Saba**

9. Construction and Maintenance (C&M) Agreement for the Highgrove BNSF Railway Company Undercrossing bridges on Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project Pg. 62

That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

Approve Construction and Maintenance Agreement No. C13010 with BNSF Railway Company (BNSF) and the State of California (CALTRANS) for the Highgrove BNSF Undercrossing bridges on Interstate 215 Bi-County High Occupancy Vehicle Gap Closure Project, at a cost of \$2,728,080. **Khalil Saba**

10. Interstate 215 Segment 3 Right-of-Way Cooperative Agreement Amendment Pg. 164

That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

Amendment No. 3 to Cooperative Agreement A04-059 with the California Department of Transportation for Interstate 215 right-of-way work for completion of all scope, cost and schedule commitments included in this agreement. **Paula Beauchamp**

11. Interstate 10 (I-10)/Cherry Avenue Interchange Project

Pg. 170

That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

1. Amendment No. 1 to Right-of-Way Cooperative Agreement C10191 with the City of Fontana and the County of San Bernardino to extend the expiration deadline for completion of I-10/Cherry Avenue Interchange Right-of-Way Work to December 31, 2018.

2. A Budget Amendment to Task No. 0826 for Fiscal Year (FY) 2012/13 be made to remove the \$1,491,009 Demonstration High Priority Program and add \$500,000 Interstate Maintenance Discretionary (IMD) federal funds, for a net FY 12/13 budget reduction of \$991,009.

Paula Beauchamp

12. On Call Right-of-Way Contract

Pg. 177

That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

1. Amendment No. 3 to Contract No. C10027 with Overland, Pacific & Cutler, Inc. for On-Call R/W Acquisition Services including Acquisition, Appraisal, Right-of-Way Engineering, Surveying, and Other Specialty Professional Services to extend the termination date to December 31, 2015, and to increase the contract value by \$50,000.00 for a new not-to-exceed amount of \$3,235,000.00.

2. Waive the five (5) year maximum contract term limitations under Contracting and Procurement Policy 11000. **Paula Beauchamp**

Transportation Fund Administration**13. Amendment No. 1 to the Trade Corridor Improvement Fund (TCIF) Baseline Agreement C11022 for Laurel Street Grade Separation Project.**

Pg. 183

That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

1. Amendment No. 1 to the Trade Corridor Improvement Fund Baseline Agreement C11022 with the California Transportation Commission, California Transportation Department, and the City of Colton for Laurel Street Grade Separation Project.

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

Regional/Subregional Planning

- 14. Measure I Valley Freeway Interchange Program Phasing Analysis Pg. 191
Scope of Work**

That the Metro Valley Study Session of the SANBAG Board direct SANBAG staff to initiate the Measure I 2010-2040 Valley Freeway Interchange Program Phasing Analysis based on the attached Scope of Work and to report the study findings and recommended action to the SANBAG Board in mid-2013. **Tim Bryne**

- 15. Measure I policy revisions to accommodate local share loan options for the Valley Freeway Interchange Program Pg. 198**

Recommend that the SANBAG Board, acting as the San Bernardino County Transportation Authority, approve the revisions to Measure I 2010-2040 Strategic Plan Policy 40005 as shown in Attachment 1.
Steve Smith

Public Comments

Additional Items from Committee Members

Director's Comments

Brief Comments by General Public

Additional Information

Acronym Listing

Pg. 209

ADJOURNMENT

The Next Major Projects Committee Meeting:

December 13, 2012

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

Meeting Procedures and Rules of Conduct

Meeting Procedures

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

Accessibility

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

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

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

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

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

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

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

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

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

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008



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

Minute Action

AGENDA ITEM 1

Date: November 15, 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	C11169	Diversified Landscape Company <i>Vicki Moraliz</i>	Global Environmental T.E. Roberts Crosstown Electrical & Data
3-B	C12098	KASA Construction, Inc. Sam Kasbar	Quality Hydroseed Turbo Mulch

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Approved
 Board Metro Valley Studay Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.
 MPC1211z-gc

3-C	C09196	Skanska/Rados Joint Venture <i>Chad Mathes</i>	All American Asphalt Anderson Drilling CGO Construction Chrisp Company Coffman Specialties 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-D	C12146	America West Landscaping, Inc. <i>Duane Green</i>	None
3-E	C11105	Pacific Restoration Group John Richards	Hi-Way Safety Ayala Boring JFL Electrical, Inc.
3-F	C12196	Ortiz Enterprises, Inc. <i>Patrick Ortiz</i>	A.C. Dike Company ACL All America Asphalt CGO Construction Company, Inc.

3-F (Cont.)			Chrisp Company Cindy Trump, Inc. Coral Construction Company DC Hubbs Company Diversified Landscape Company EBS General Engineering, Inc. Foundation Pile, Inc. Hard Rock Equipment High Light Electric, Inc. Integrity Rebar Placers KEC Engineering Malcomb Drilling Company R.J. LaLonda, Inc. SRD Engineering Statewide Traffic Safety & Signs
3-G	C10190	Beador Construction <i>David Beador</i>	Cooper Engineering Cal-Stripe CGO Construction Bay Area Drill Golden State Boring United Steel Placers Diversified Landscape DC Hubbs Competitive Edge Electrical Murphy Industrial Coatings Sun Quest General Engineering V-Ditch Construction
3-H	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

3-H (Cont.)			Municon Consultants Reycon Construction Inc. Statewide Safety & Signs Tipco Engineering
3-I	C12010	Riverside Construction Inc. <i>Donald M. Pim</i>	Alcorn Fence Company Anderson Drilling Avar Construction Cal-Stripe Coral Construction Diversified Landscape, Inc. Foundation Pile Hardy & Harper Integrity Rebar Placers L. Johnson Construction Lincoln Park Surina Construction
6	<u>APN No:</u> 0160-151-16 0160-242-23 0160-242-24	<u>Property Owner:</u> Burchco LLC Reider Enterprises George Murdock	None
7	C13009	Sothern California Gas Company <i>Andrew I. Thompson</i>	None
8	A03045-03	LSA Associates, Inc. <i>Rob McCann</i>	Kleinfelder
8	A03046-03	AECOM Technical Services, Inc. <i>James Faber</i>	Stantec Iteris
9	C13010	BNSF Railway Company (BNSF) <i>Melvin Thomas</i>	None
12	C10027	Overland, Pacific & Cutler, Inc. <i>Joey Mendoza</i>	AEI-CASC Hernandez-Kroone TEC Leighton Consultants Ninyo & Moore

12 (Cont.)			Converse Consultants Allied The Kiley Company Lidgard & Associates Hennessey & Hennessey Mason & Mason Riggs & Riggs Thomas Pike & Associates R.P. Laurain Hodges & Lacy Desmond, Marcello & Amster Donna Desmond Associates
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Financial Impact: This item has no direct impact on the SANBAG budget.

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

AGENDA ITEM 2
MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2012

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

X = Member attended meeting.
mpcatt2012.doc

Empty box = Member did not attend meeting

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

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

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

X = Member attended meeting.
mpccatt2012.doc

Empty box = Member did not attend meeting

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

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

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

X = Member attended meeting.
mpccat2011.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
Ed Graham City of Chino Hills	X	X		X	X	X	X	X	X	X	X	X
John Roberts City of Fontana	X											
Michael Tahan City of Fontana		X	X	X	X	X	X	X	X	X	X	X
Gary Ovitt Board of Supervisors	X	X		X	X	X	X			X		
Paul Eaton City of Montclair	X	X	X	X	X	X	X	X	X		X	X
Ed Scott City of Rialto	X		X	X		X	X	X		X	X	
Alan Wapner City of Ontario	X	X	X		X	X	X		X			X
Diane Williams City of Rancho Cucamonga	X	X										
L. Dennis Michael City of Rancho Cucamonga				X		X	X	X		X		
Dennis Yates City of Chino	X	X	X	X	X	X	X	X	X	X		X

X = Member attended meeting.
mpccatt2011.doc

Empty box = Member did not attend meeting

Shaded box = Not a member at the time.
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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: 3

Date: November 15, 2012

Subject: Construction Contract Change Orders to on-going SANBAG Construction Contracts with Diversified Landscape Company, KASA Construction, Inc., Skanska/Rados Joint Venture, America West Landscaping, Inc., Pacific Restoration Group, Inc., Ortiz Enterprises, Inc., Beador Construction Company, Skanska USA, and Riverside Construction, Inc.

Recommendation: Review and ratify change orders.

Background: Of SANBAG's fourteen on-going Construction Contracts, eight 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) 11169 with Diversified Landscape Company for the SR-210 Segment 9 Landscaping project: CCO No. 1 Supplement 1 (no cost/no credit for time extension of 5 working days due to delays incurred by the Contractor caused by changes to the Caltrans online SWPPP template) and CCO No. 5 Supplement 1 (no cost/no credit for time extension of 14 working days due to additional work to bury irrigation pipe as requested by Caltrans, in specified areas as directed by the Engineer).
- B. CN 12098 with KASA Construction, Inc. for the SR-210 Segment 10 Landscaping project: CCO No. 6 Supplement 1 (no cost/no credit for time extension of 4 working days for extra work to perform slope repair due to offsite storm water causing erosion in planting area) and CCO No. 8

Approved
Board Metro Valley Study Session

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

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

MPC1211a-tk

(no cost/no credit for time extension of 2 working days resulting from lack of water due to West Valley Water District repairs of water service line occurring on two separate occasions, therefore, affecting the controlling item of work).

- C. CN C09196 with Skanska/Rados Joint Venture for construction of the I-215 Segments 1 and 2 project: CCO No. 11 Supplement 4 (\$49,000.00 additional funds for removal and disposal of buried man-made objects in accordance with the Standard Specifications); CCO No. 33 Supplement 3 (\$25,000.00 additional funds for revisions to Drainage Systems 101 and 102 to cover cost of additional subcontractor work); CCO No. 42 Supplement 2 (\$27,000.00 additional funds for construction and removal of detour of southbound I-215 north of 16th Street); CCO No. 64 Supplement 4 (\$150,000.00 additional funds in accordance with the Standard Specifications for modifications within private property impacted by project construction i.e. fencing, retaining walls, tree's, drainage, confinement of animals, earthwork, landscaping etc. as directed by Engineer,); CCO No. 68 Supplement 3 (\$250,000.00 additional funds for future costs incurred for modifying existing or new drainage systems due to changing field conditions); CCO No. 70 (\$145,927.00 increase for revisions to the Stage 1A detour to provide proper vertical clearance from the existing SR-259 connector); CCO No. 73 (no cost/no credit change for realignment of temporary shoring line for Detour SB1B); CCO No. 106 (\$80,476.19 increase for change in layout of Cast-in-Place Steel Shell piles for Abutment 1 of Baseline Street OC/OH due to conflict with the old Bent 2 CIDH piles and other buried man-made objects); CCO No. 111 (\$30,000.00 increase to provide additional contour grading at the 5th Street Overcrossing and west of the BNSF property); CCO No. 113 Supplement 1 (\$10,000.00 increase in funds for additional work required to provide a transition in the concrete barrier between the Baseline Street OC/OH and adjacent retaining walls); CCO No. 128 (\$69,122.75 increase for additional drainage to accommodate storm flow along Retaining Wall 242A); CCO No. 136 Supplement 1 (\$77,000.00 increase for eleven (11) additional Temporary Construction Entrances as required to maintain conformance with the current NPDES system); CCO No. 154 (\$24,330.00 increase for modifications to the intersection of 3rd Street and South Frontage Road for anticipated cul-de-sac of 3rd Street under separate contract); CCO No. 156 (\$9,250.00 increase for addition of 1.8 meter tall chain link fencing to help prevent access to graffiti vandalism) and CCO No. 157 (\$21,066.00 increase for additional bar reinforcement for the 16th Street OC/OH bridge).
- D. CN 12146 with America West Landscaping, Inc. for the I-10 Riverside Interchange Landscaping project: CCO No. 1 (\$26,569.83 increase for placement of additional signs on eastbound off ramp and grinding of I-10

outside AC shoulder. These items of work were deferred from the Interchange reconstruction project as requested by Caltrans); CCO No. 3 (\$5,000.00 increase in accordance with the Standard Specifications for any additional work to correct deficiencies in the existing irrigation system as directed by the Engineer) and CCO No. 4 (\$4,541.93 increase for saw cutting of existing asphalt concrete adjoining new rock blanket installation to provide required joint line).

- E. CN 11105 with Pacific Restoration Group, Inc. CC) No. 9 (\$40,000.00) on force account basis to provide emergency work on I-10 Riverside Landscape project due to America West Landscape Inc. refusal to manage the project site. Emergency work necessary to keep the safety aspect of the project intact and also to meet Caltrans and State Water Resources Control Board stormwater pollution prevention permit requirements.
- F. CN 12196 with Ortiz Enterprises, Inc. for the I-10 Tippecanoe Interchange, Phase 1 project: CCO No. 6 (\$4,000.00 increase for graffiti removal from State facilities in accordance with the Standard Specifications as directed by the Engineer); CCO No. 7 (\$10,000.00 increase for removal and disposal of buried man-made objects in accordance with the Standard Specifications) and CCO No. 9 (\$19,435.00 increase for modifications to the connection of a new RCB to the existing San Timoteo Creek Channel due to design omissions).
- G. CN 10190 with Beador Construction Company for the I-10 Westbound Widening: CCO No. 28 (\$22,219.05 increase for modifications to Retaining Wall 201 Drainage System 25 due to coordinate with wall design); CCO No. 29 (\$4,000.00 increase for placement of reinforced concrete backfill for a portion of Drainage System 22 due to shallow drainage profile in relation to roadway finish grade); CCO No. 30 (\$4,000.00 increase for removal, disposal and replacement of existing concrete curb along Dunlop Boulevard) and CCO No. 31 (\$21,056.60 decrease by request of the Contractor for allowing PCC pavement with out-of-spec longitudinal joint saw-cut to remain in place. This change was approved by Caltrans).
- H. CN C11184 with Skanska for the Hunts Lane Grade Separation project: CCO No. 3 Supplement 1 (\$20,000.00 increase of additional funds for maintaining existing and temporary electrical systems in accordance with the Standard Specifications); CCO NO. 5 (\$15,446.68 increase for additional electrical work associated Colton Electric service to Superior Tank Lines) and CCO No. 12 (\$2,535.00 increase for realignment of Wall No. 7 to resolve conflict with right of way limits).

- I. CN 12010 with Riverside Construction, Inc. for the I-15 La Mesa/Nisqualli Interchange project: CCO No. 20 (\$260,990.68 increase for design modifications to Mariposa Road based on City of Victorville right-of-way negotiations with the First Assembly of God church); CCO No. 34 (\$59,979.00 increase for additional curb and gutter, driveway and drainage system along Mariposa Road as requested by the City of Victorville) and CCO No. 36 (\$83,728.33 increase for additional curb and gutter, new driveway and new drainage inlets along Amargosa Road as requested by the City of Victorville).

Financial Impact: This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. Task No. 0824, Task No. 0838, Task No. 0841, Task No. 0842, Task No. 0862, Task No. 0870 and Task No. 0888.

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: 5

Date: November 15, 2012

Subject: 2013 Board of Directors Metro Valley Study Session Meeting Schedule

Recommendation:* Approve the 2013 Board of Directors Metro Valley Study Session Meeting Schedule.

Background: The SANBAG Board of Directors Metro Valley Study regular meeting schedule is on the second Thursday following the SANBAG Board meeting, beginning at 9:00 a.m., in the Super Chief Room at the Sante Fe Depot. Although a monthly schedule is adopted, it is acknowledged that when there are not sufficient business items to require a meeting, the meeting will be cancelled. A quorum of the Board Study Session is the same as the quorum of the SANBAG Board of Directors. If less than a quorum is in attendance, the Board members in attendance may consider, discuss, and make recommendations to the Board regarding items on the Study Session agenda for Board action at its regular meetings. Meeting dates and time may be modified upon the request of the Study Session Chair due to an anticipated low attendance at a meeting. SANBAG staff, however, has been directed to make every effort to minimize deviation from the regular schedule to insure continuity of meetings and participation.

A proposed 2013 meeting schedule is identified below for approval. Board members and staff are urged to calendar these meetings for the coming year. Advance confirmation of meetings or cancellation notices are part of SANBAG's

*

Approved
Board Metro Valley Study Session

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

standard procedure for meeting preparation. The proposed 2013 meeting schedule does conform to the second Thursday following the SANBAG Board of Directors meeting.

The proposed 2013 meeting dates are as follows:

January 17, 2013 *	May 9, 2013	September 12, 2013
February 14, 2013	June 13, 2013	October 10, 2013
March 14, 2013	No meeting	November 14, 2013
April 11, 2013	August 15, 2013 *	December 12, 2013

* This date falls on the 3rd Thursday of the month

Financial Impact: Approval of the regular meeting schedule has no impact upon the SANBAG budget. Activities to support the Metro Valley Study Session meetings are in the approved SANBAG budget in Task No. 81512000, Measure I Program Management and Project Development.

Reviewed By: This item is scheduled for review by the 2013 Board of Directors Metro Valley Study Session on November 15, 2012.

Responsible Staff: Garry Cohoe, Director of Project Delivery

SANBAG Master Calendar 2013

~ January 2013 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 New Year's Day HOLIDAY	2 Board (Regular Date)	3 SCAG Regional Council	4	5
6	7 Orthodox Christmas Christian HOLIDAY	8	9 Board (Proposed Date)	10	11 SCRRA Board	12
13	14	15	16 General Policy League New Mayors & Council Members	17 Metro Valley Study Session League New Mayors & Council Members	18 League New Mayors & Council Members	19
20	21 Martin Luther King Day HOLIDAY	22	23	24 Commuter Rail/Transit Mohammad's Birthday Islamic HOLIDAY	25 Mt/Desert Committee	26
27	28	29	30	31	Notes:	

~ February 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6 Board.	7 SCAG Regional Council	8 SCRRA Board	9
10	11	12	13 General Policy Committee	14 Metro Valley Study Session	15 Mt/Desert Committee	16
17	18 President's Day HOLIDAY	19	20	21 Commuter Rail/Transit	22	23
24	25	26	27	28	Notes:	

~ March 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2 NACO Legislative Conf.
3 NACO Legislative Conf.	4 NACO Legislative Conf.	5 NACO Legislative Conf.	6 Board NACO Legislative Conf.	7 SCAG Regional Council	8 SCRRA Board	9
10	11	12	13 General Policy Committee	14 Metro Valley Study Session Commuter Rail/Transit	15 M/Desert Committee	16
17	18	19	20	21 City/County Conference Now Ruz Baha'i HOLIDAY	22 City/County Conference	23
24	25	26 Passover Jewish HOLIDAY (Starts Mar.26-Apr.2)	27	28	29 Good Friday Christian HOLIDAY	30
31 Cesar Chavez Easter Sunday	Notes:					

~ April 2013 ~
Wed

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 Cesar Chavez (Observed)	2 Passover Jewish HOLIDAY (Ends)	3 Board (COG Workshop tentative)	4 SCAG Regional Council	5	6
7	8	9	10 General Policy Committee	11 Metro Valley Study Session	12 SCRRA Board	13
14	15	16	17	18 Commuter Rail/Transit Committee	19 Mt/Desert Committee	20
21 First Day of Ridvan Baha'i HOLIDAY	22	23	24 League Legislative Action Day	25	26	27
28	29 Ninth Day of Ridvan Baha'i HOLIDAY	30	Notes:			

~ May 2013 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 Board (New Members Workshop)	2 SCAG Regional Council Twelfth Day of Ridvan Baha'i HOLIDAY	3	4
5	6	7	8 General Policy Committee	9 Metro Valley Study Session	10 SCRRRA Board	11
12 Mother's Day	13	14	15 Shavuot Jewish HOLIDAY	16 Commuter Rail/Transit Committee	17 MT/Desert Committee	18
19	20	21	22	23 Declaration of the Bab Baha'i HOLIDAY	24	25
26	27 Memorial Day HOLIDAY	28	29 Ascension of Bahau'llah Baha'i HOLIDAY CSAC Legislative Conf.	30 CSAC Legislative Conf.	31	Notes:

~ June 2013 ~
Wed

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5 Board	6 SCAG Regional Council	7 SCRRRA Board	8
9	10	11	12 General Policy Committee	13 Metro Valley Study Session SANBAG General Assembly	14	15
16 Father's Day	17	18	19	20 Commuter Rail/Transit Committee	21 Mt/Desert Committee	22
23	24	25	26	27	28	29
30	Notes:					

~ July 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 Board	4 Independence Day HOLIDAY SCAG Regional Council (Regular Day)	5	6
7	8	9 Martyrdom of the Bab Baha'i HOLIDAY Beginning of Ramadan Islamic HOLIDAY	10 General Policy Committee (DARK)	11 Metro Valley Study Session (DARK)	12 SCRRRA Board	13
14	15	16	17	18 Commuter Rail/Transit Committee (DARK)	19 Mt/Desert Committee (DARK) NACO Annual Meeting	20 NACO Annual Meeting
21 NACO Annual Meeting	22 NACO Annual Meeting	23	24	25	26	27
28	29	30	31	Notes:		

~ August 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 SCAG Regional Council	2	3 Lailatul Qadr Islamic HOLIDAY
4	5	6	7 Board (DARK)	8 End of Ramadan Islamic HOLIDAY	9 SCRRRA Board	10
11	12	13	14 General Policy Committee	15 Metro Valley Study Session Commuter Rail/Transit Committee	16 Mt/Desert Committee	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

~ September 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 Labor Day HOLIDAY	3	4 Board	5 SCAG Regional Council Rosh Hashanah Jewish HOLIDAY	6	7
8	9	10	11 General Policy Committee	12 Metro Valley Study Session Commuter Rail/Transit Committee	13 Mt/Desert Committee SCRRA Board	14 Yom Kippur Jewish HOLIDAY
15	16	17	18 League Annual Conference	19 Sukkot (Sept. 19-25) Jewish HOLIDAY League Annual Conference	20 League Annual Conference	21
22	23	24	25	26 Shmeni Atzeret/Simchat Torah Jewish HOLIDAY	27	28
29	30	Notes:				

~ October 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Board	3 SCAG Regional Council	4	5
6	7	8	9 General Policy Committee	10 Metro Valley Study Session	11 SCRRA Board	12
13	14 Columbus Day HOLIDAY	15 Eid al-Adha Islamic HOLIDAY	16	17 Commuter Rail/Transit Committee	18 Mt/Desert Committee	19
20 Birth of the Bab Baha'i HOLIDAY	21	22	23	24	25	26
27	28	29	30	31 Halloween	Notes:	

~ November 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6 Board	7 SCAG Regional Council	8 SCRRA Board	9
10	11 Veterans Day HOLIDAY	12 Birth of Bahauallah Baha'i HOLIDAY	13 General Policy Committee	14 Metro Valley Study Session Commuter Rail/Transit	15 Mt/Desert Committee	16
17	18	19 CSAC Annual Meeting	20 CSAC Annual Meeting	21 CSAC Annual Meeting	22 CSAC Annual Meeting	23
24	25	26 Day of the Covenant Baha'i HOLIDAY	27	28 Thanksgiving Day HOLIDAY Ascension of 'Abdu'l-Baha Baha'i HOLIDAY Hanukkah (Nov.28-Dec.5) Jewish HOLIDAY	29 Thanksgiving Day After HOLIDAY	30

~ December 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 Board	5 SCAG Regional Council	6	7
8	9	10	11 General Policy Committee	12 Metro Valley Study Session Commuter Rail/Transit Committee	13 Mt/Desert Committee SCRRA Board	14
15	16	17	18	19	20	21
22	23	24 Christmas Eve HOLIDAY	25 Christmas Day HOLIDAY	26 Kwanzaa (Dec.26-Jan. 1) Interfaith/African-American HOLIDAY	27	28
29	30	31 New Year's Eve HOLIDAY	Notes:			



- 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: November 15, 2012

Subject: Laurel Street Grade Separation, Set Date for Hearing to Consider Resolutions of Necessity

Recommendation:* That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

1. Set a date and time of Wednesday, January 9, 2013, 10:00 A.M. for hearings to consider Resolutions of Necessity (RON) for properties required for the Laurel Street Grade Separation project in the City of Colton. Properties' owners are: Burchco LLC, Reider Enterprises, and George Murdock.
2. Direct the Clerk of the Board to mail notices of hearing to property owners listed in Attachment "A".

Background: The Laurel Street Grade Separation Project will improve safety and reduce traffic delays along Laurel Street by separating pedestrians and vehicles from train traffic on six tracks along the BNSF Railway Company (BNSF) rail line. SANBAG is the lead agency for the Right-of-Way (ROW) phase pursuant to Cooperative Agreement No. C12037 that was executed between SANBAG and the City of Colton in December 2011.

The project is in final design and is also currently in the ROW acquisition phase. The SANBAG Board has approved the appraisals and authorized offers be made for property interests required for the grade separation project. Temporary

*

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	<input type="checkbox"/>	CTC	<input type="checkbox"/>	X	CTA	<input type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA	<input type="checkbox"/>
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Check all that apply.

Construction Easements (TCE) and/or partial acquisitions or permanent easements are needed from 16 properties. To date, owners of nine properties have agreed to the terms of the acquisition and have either signed the purchase and sale agreement or have given verbal approval and will be signing shortly. The SANBAG Board has also previously approved four RONS.

This item addresses the ROW needs from three properties. While SANBAG staff and its ROW consultant, Overland Pacific & Cutler, continue to negotiate with property owners of the subject parcels, it is unlikely that all parcels will be acquired through a negotiated sale. The alternative to a negotiated sale is acquiring the property through eminent domain which requires a prescribed process. Part of the eminent domain process is setting a hearing date and time for the consideration of a Resolution of Necessity for the parcels to be acquired through the eminent domain process. At the hearing, the Board will receive information on the project and the need for the property and testimony from the property owner, if the owner so desires. With the information provided, the Board will consider the adoption of the Resolution of Necessity.

Acquisition of these properties in a timely manner is critical to maintaining the planned construction schedule for the project. The table below summarizes the current project schedule:

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

Financial Impact: This item imposes no financial impact. Task No. 0884

Reviewed By: SANBAG General Counsel and SANBAG's Right-of-Way Counsel, Woodruff, Spradlin & Smart, have approved this item as to form.

Responsible Staff: Khalil Saba, Project Delivery Manager

Attachment A Laurel Street Grade Separation Condemnation Parcels

A.P.N.#	OWNER	USE	TYPE
0160-151-16	Burchco, LLP	Industrial	Temporary Construction Easement
0160-242-23	Reider Enterprises	Industrial	Temporary Construction Easement Public Utilities Easement
0160-242-24	George Murdock	Industrial	Temporary Construction Easement Public Utilities Easement Access Easement



- 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: November 15, 2012

Subject: Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project Utility Easement

Recommendation:* That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting.

Joint Use Agreement No. C13009 with the City of Colton and Southern California Gas Company for utility easement required for the relocation of an existing gas line within the boundaries of the I-215 Bi-County High Occupancy Vehicle Gap Closure for a not-to-exceed amount of \$20,000.

Background: **This is a new Agreement.** In February 2009, the Board authorized staff to start project development activities for the I-215 Bi-County HOV Gap Closure Project. The Project involves the construction of approximately 7.5 miles of HOV lanes between the 60/91/215 Interchange in the City of Riverside and Orange Show Road in the City of San Bernardino. The Environmental Document for the Project was approved in April 2011, and right-of-way (ROW) activities are nearing completion. In addition to the acquisition of partial takes, permanent easements, and temporary construction easements, the Project requires the relocation of a number of existing utilities.

In March 2011, the Board approved ROW Cooperative Agreement No. C11090 with the California Department of Transportation (Caltrans) for the ROW phase of the I-215 Bi-County HOV Gap Closure Project. Under Agreement No. C11090, San Bernardino Associated Governments (SANBAG)

*

Approved
Board Metro Valley Study Session

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	
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is the lead agency for the ROW phase and is responsible for 100% of the cost, including the cost for relocating existing utilities that are in conflict with the Project.

The Project design team has identified an existing 12" High Pressure (HP) Southern California Gas main which is in conflict with the Project. This 12" HP gas main must be abandoned and replaced with a new 12" HP Gas line that would be installed along La Cadena Drive within the City of Colton right-of-way. Accordingly, an easement from the City of Colton will be needed before the relocation of the 12" HP main can take place.

Overland, Pacific & Cutler, Inc. (OPC), acting as SANBAG's ROW Consultant has completed an appraisal for the new utility easement along La Cadanza Drive and has prepared the required documentation to purchase said easement. A copy of the appraisal report is on file with the Director of Project Delivery. The total cost, which includes the easement interest and administrative costs, is estimated at twenty thousand dollars (\$20,000).

Staff is recommending that the Board approve Cooperative Agreement No. C13009 with the City of Colton and Southern California Gas Company for utility easement required for the relocation of 12" HP existing gas line within the boundaries of the I-215 Bi-County HOV Gap Closure, for a not-to-exceed amount of \$20,000.

Under the subject agreement C13009, the Gas Company will be responsible for the abandonment of the existing gas main and the installation of the new gas line; the City of Colton will grant easement rights to the Gas Company; and SANBAG will cover the cost of the easement, including all administrative costs. Timely installation of the new gas line is critical to maintaining the current Project schedule which is summarized in Table 1 below:

Table 1

Environmental Approved	April 2011
Design Approved & R/W Certified	June 2012
Start Construction	December 2012
End Construction	May 2015

Financial Impact: This item is consistent with the adopted SANBAG fiscal year 2012/2013 budget. Funding is provided under Task Number No. 0839. The funding source is Congestion Mitigation & Air Quality.

Board Metro Valley Study Session Agenda Item

November 15, 2012

Page 3

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

Responsible Staff: Khalil Saba, Project Delivery Manager



CONTRACT SUMMARY SHEET

Contract No. C 13009 Amendment No. _____

By and Between

San Bernardino Associated Governments and City of Colton and Gas Company

Contract Description I-215 Bi-County HOV Project – Joint Use Agreement for a Utility Easement.

Board of Director's Meeting Date: December 5, 2012	
Overview of BOD Action: Approve Joint Use Agreement C13009 between SANBAG, City of Colton, and Southern California Gas Company	
Is this a Sole-Source procurement? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	20,000	Original Contingency Amount
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>
Current Amendment Amount	\$		Contingency Amendment
TOTAL CONTRACT VALUE	\$	20,000	TOTAL CONTINGENCY VALUE
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 20,000

Contract Start Date 12/5/2012	Current Contract Expiration Date Upon payment of obligation	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>0839</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? CMAQ & MSI Valley Fund – Freeway Projects	
<input checked="" type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds
<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract:	
Federal & MSI Valley Fund-Freeway Projects	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

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

Garry Choe
Task Manager (Print Name)

KHALIL SABA
Project Manager (Print Name)

Jeffery Hill
Contracts Administrator (Print Name)

W. STWARDS
Chief Financial Officer (Print Name)

Andrea Zureick
Director of Fund Administration & Programming

Sony Che 11-7-12
Signature Date

[Signature] 11-6-12
Signature Date

[Signature] 11/8/12
Signature Date

[Signature] 11/5/12
Signature Date

Andrea Zureick 11-8-12
Signature Date

Recording Requested by and
when recorded mail to:

Southern California Gas Company
555 W. 5th St., GT 11 A1
Los Angeles, CA 90013-1011
Attn.: Land & Right of Way

Atlas #:	<u>COL 61 & SBD 26</u>	DOCUMENTARY TRANSFER TAX \$	_____
APN:	<u>N/A</u>	_____	Computed on full value of property conveyed
		_____	Computed on full value less liens and encumbrances remaining at time of sale
R.W. Number	<u>259,281</u>	_____	Southern California Gas Company

**JOINT USE AGREEMENT
C13009**

THIS JOINT USE AGREEMENT ("Agreement") is entered into this ___ day of _____, 2012, between SOUTHERN CALIFORNIA GAS COMPANY, a California corporation hereinafter called "Owner", the CITY OF COLTON, a municipal corporation of the State of California, hereinafter called "City" and SAN BERNARDINO ASSOCIATED GOVERNMENTS, hereinafter called "SANBAG", collectively hereinafter called "Parties",

WITNESSETH

WHEREAS, Owner is in possession of certain rights-of-way and easements, hereinafter referred to as "Owner's easement", and described as follows:

Right of Way recorded November 9, 1948 in Book 2318 at Page 390, Official Records in San Bernardino County, California; Right-of-Way recorded October 9, 1948 in Book 2304 at Page 284, Official Records in San Bernardino County, California; Right-of-Way recorded March 27, 1958 in Book 4470 at Page 299, Official Records in San Bernardino County, California; Right-of-Way recorded January 21, 1952 in Book 2884 at Page 377, Official Records in San Bernardino County, California; and Right-of-Way recorded April 4, 1958 in Book 4476 at Page 498, Official Records in San Bernardino County, California and Deed recorded May 1, 1973 in Book 8173 at Page 1495, Official Records in San Bernardino County, California; and

WHEREAS, City has acquired certain lands for public street purposes within the City of Colton, County of San Bernardino, commonly known as S. La Cadena Avenue, also known as Colton Avenue and De Berry Street as shown and depicted by Tract Map No. 190, Alfred Acres, as recorded in Book 27 at Page 35 in the Official Records of San Bernardino County, California, and Rosedale Tract as recorded in Book 12 at Page 41 in in the Official Records of San Bernardino County, California, hereinafter referred to as "public right-of-way", which public right-of-way is subject to Owner's easement; and

WHEREAS, Owner's facilities within the private right-of-way will interfere with or obstruct the construction, reconstruction, maintenance or use of the highway and City desires to eliminate such interference or obstruction.

NOW, THEREFORE, the Parties agree as follows:

1. The location of Owner's natural gas line as it now lies within the private right-of-way is hereby changed to the strip of land within the public right-of-way that is hereinafter referred to as the "new location", which location is depicted on EXHIBIT A attached hereto and incorporated herein.
2. Owner shall rearrange, relocate or reconstruct within the new location all of its facilities now installed pursuant to Owner's easement within the public right-of-way and Owner does hereby surrender and quitclaim to the underlying property owner all of Owner's right, title and interest under and by virtue of Owner's easement in the old location within the private right-of-way, which location being quitclaimed is more fully described and depicted in Exhibit B attached hereto and incorporated herein, and not included in the new location. Owner hereby consents to the construction, reconstruction, maintenance of use by City of a public street over, along and upon Owner's easement in the new location within the public right-of-way subject to the terms and conditions herein contained.
3. City acknowledges Owner's easement in the old location and that Owner's interest in the new location shall be prior in time and superior to those of City except as otherwise provided by this Agreement. Owner has and reserves the right and non-exclusive easement to use, in common with the public's use of the public right-of-way the new location for all of the purposes for which Owner's easement was acquired, without need for any further permit or permission from City except with respect to any work in the public right-of-way. Except in emergencies, Owner shall apply for a no-fee permit from the City before performing any work on Owner's facilities in the new location where such work will be performed in, on or over the traveled way or improved shoulders of the public street or will obstruct traffic. In all cases, Owner shall make adequate provision for the protection of the traveling public and any existing City facilities.
4. In the event that the future use of the public right-of-way at any time necessitates a rearrangement, relocation, reconstruction or removal of any of Owner's facilities then existing in the new location, the City shall notify Owner in writing of such necessity and agrees to reimburse Owner for its reasonable costs incurred in complying with such notice. Owner shall provide City with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by City, Owner shall promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Owner agrees to make adequate provisions for the protection of the traveling public and existing City facilities when performing such work. No further permit or permission from City for such rearrangement shall be required except as required herein and City shall (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Owners' facilities within the public right-of-way, (2) provide executed document(s) granting to Owner good and sufficient easement to any City property outside of the public right-of-way if necessary and available to replace Owner's easement or any part thereof, and (3) reimburse Owner for any reasonable costs which it may be required to expend to acquire such easement, provided it is mutually agreed in writing that Owner shall acquire such easement. Owner shall use its reasonable good faith efforts to minimize the need for new easement(s), either through design or other non-monetary means.
5. Except as expressly set forth herein, this Agreement does not in any way alter, modify or terminate any provision of Owner's easement. Both City and Owner shall use the new location in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Owner or City may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either City or Owner in such a manner as to cause an unreasonable interference with the use of the new location by the other party.
6. SANBAG agrees to compensate the City the value of the easement in the new location to be conveyed to Owner based upon a fair market valuation study. Further, SANBAG agrees to reimburse the City for their administrative costs to process the conveyance and coordinate the relocation of the Owner's facilities within the public right-of-way. The total amount of SANBAG's contribution which includes the easement in the new location and administrative costs shall not

exceed twenty thousand dollars (\$20,000) without the prior written approval from SANBAG. Other than the payment of compensation and costs outlined in this paragraph, SANBAG shall have no other obligations by virtue of this agreement.

7. Owner shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, suits, causes of action, costs, expenses, judgments, decrees, awards, liability, loss, damage or injury of any kind, including all third party claims, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Owner, its directors, officials, officers, employees, volunteers and agents in connection with or due to the Owner's rearrangement, relocation, reconstruction, construction, use, maintenance, installation or operation of the existing Owner's facilities in, over, under, across, along, and upon the new location, except as otherwise provided herein or caused by City's own fault or negligence.
8. City shall defend, indemnify and hold the Owner, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, suits, causes of action, costs, expenses, judgments, decrees, awards, liability, loss, damage or injury of any kind, including all third party claims, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of City, its directors, officials, officers, employees, volunteers and agents in connection with or due to the City's rearrangement, relocation, reconstruction, construction, use, maintenance, installation or operation of any City facilities in, over, under, across, along, and upon the new location, except as otherwise provided herein or caused by Owner's own fault or negligence.
9. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate by the respective officials thereunto duly authorized.

CITY OF Colton,
a California Municipal Corporation

OWNER: Southern California Gas Company

By _____
Sarah S. Zamora, Mayor

Andrew I. Thompson
Land & Right-of-Way Supervisor
Southern California Gas Company

APPROVED AS TO FORM:

City Attorney
City of Colton

SAN BERNARDINO ASSOCIATED
GOVERNMENTS (SANBAG):

APPROVED

By _____
Janice Rutherford
President, SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

Date: _____

CONCURRENCE

By: _____
Jeffery Hill
Contract Administrator

Date: _____

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
 } ss
COUNTY OF _____ }

On _____, 2012 before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Signature _____
Commission #: _____
Commission Expiration: _____

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
 } ss
COUNTY OF _____ }

On _____, 2012 before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Signature _____
Commission #: _____
Commission Expiration: _____

EXHIBIT "A-1"
LEGAL DESCRIPTION
SOUTHERN CALIFORNIA GAS COMPANY RIGHT-OF-WAY

A STRIP OF LAND 10.00 FEET WIDE LYING WITHIN FRACTIONAL SECTION 6, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING THAT PORTION OF DE BERRY STREET AS SHOWN ON MAP FILED IN BOOK 66, PAGE 39 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF LA CADENA DRIVE AS SHOWN ON MAP FILED AS COUNTY SURVEYORS MAP NO. 3138 (CS 3138) IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND DISTANT NORTHERLY 1.00 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID DE BERRY STREET AS SHOWN ON SAID RECORD OF SURVEY AND AS SHOWN ON PARCEL MAP NO. 7346 FILED IN BOOK 79, PAGES 97-98 IN THE OFFICE OF SAID COUNTY RECORDER, WITH THE WESTERLY LINE OF A.T. & S.F. RAILROAD RIGHT OF WAY AS SHOWN ON SAID RECORD OF SURVEY; THENCE ALONG SAID PARALLEL LINE SOUTH 89°32'45" WEST 231.45 FEET TO THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LA CADENA DRIVE; THENCE CONTINUING SOUTH 89°32'45" WEST 92.15 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 21.50' FROM THE CENTERLINE OF SAID LA CADENA DRIVE; THENCE ALONG SAID PARALLEL LINE SOUTH 16°21'15" WEST 990.09 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 993.22 FEET, SAID CURVE BEING CONCENTRIC WITH AND DISTANT WESTERLY 21.50' FROM THE CENTERLINE OF SAID LA CADENA DRIVE; THENCE SOUTHWESTERLY ALONG SAID CONCENTRIC CURVE 839.83 FEET THROUGH A CENTRAL ANGLE OF 08°02'56"; THENCE LEAVING SAID CONCENTRIC CURVE SOUTH 65°32'56" EAST 81.11 FEET; THENCE SOUTH 24°43'04" WEST 40.00 FEET; THENCE SOUTH 28°28'37" WEST 262.25 FEET; THENCE SOUTH 27°26'30" WEST 353.65 FEET; THENCE SOUTH 26°47'01" WEST 358.64 FEET; THENCE SOUTH 32°17'47" WEST 64.78 FEET; THENCE SOUTH 53°06'00" EAST 30.28 FEET MORE OR LESS TO THE EASTERLY LINE OF SAID LA CADENA DRIVE AND THE NORTHWESTERLY LINE OF THAT CERTAIN EASEMENT GRANTED TO SOUTHERN CALIFORNIA GAS COMPANY PER DOCUMENT NUMBER 2012-0300147 RECORDED JULY 27, 2012 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

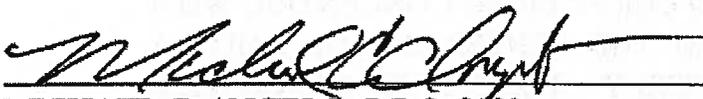
THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTED TO INTERSECT AT ANGLE POINTS AND TO TERMINATE AT THE BEGINNING OF SAID STRIP OF LAND IN THE WESTERLY LINE OF SAID A.T. & S.F. RAILROAD RIGHT-OF-WAY AND TO TERMINATE AT THE TERMINUS OF SAID STRIP OF LAND IN THE EASTERLY LINE OF SAID LA CADENA DRIVE.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE GRID, BASED ON THE CALIFORNIA COORDINATE SYSTEM, NAD83, ZONE 5. GRID DISTANCES MAY BE DIVIDED BY A COMBINATION FACTOR OF 0.99996253 TO OBTAIN GROUND LEVEL DISTANCES.

CONTAINING 33,442 SQ. FT. OR 0.768 ACRES, MORE OR LESS.

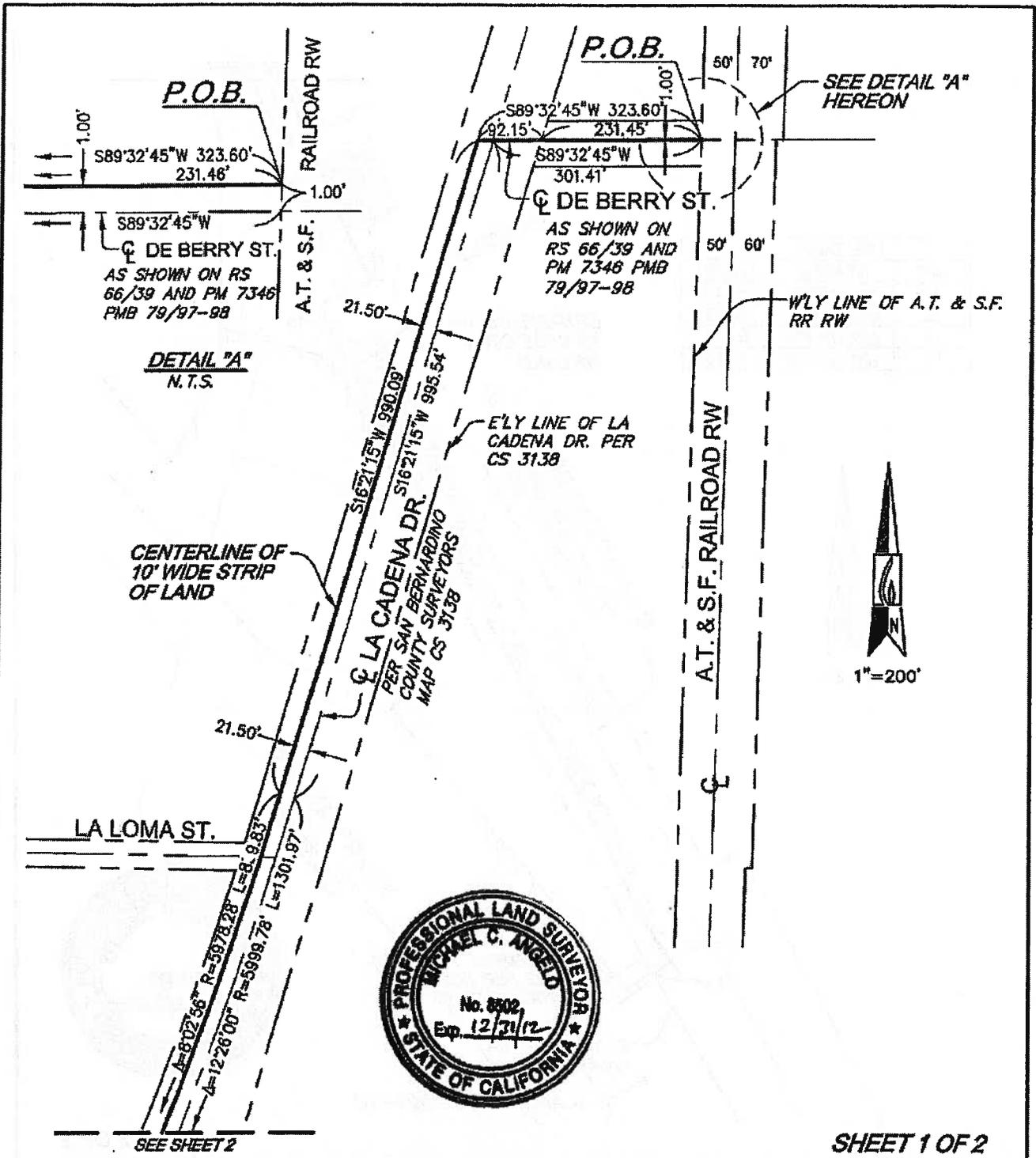
AND AS SHOWN ON THE PLAT ATTACHED HERETO AS EXHIBIT "A-2" AND MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.


MICHAEL C. ANGELO, P.L.S. 8502
LICENSE EXPIRES 12/31/12

10/30/12
DATE

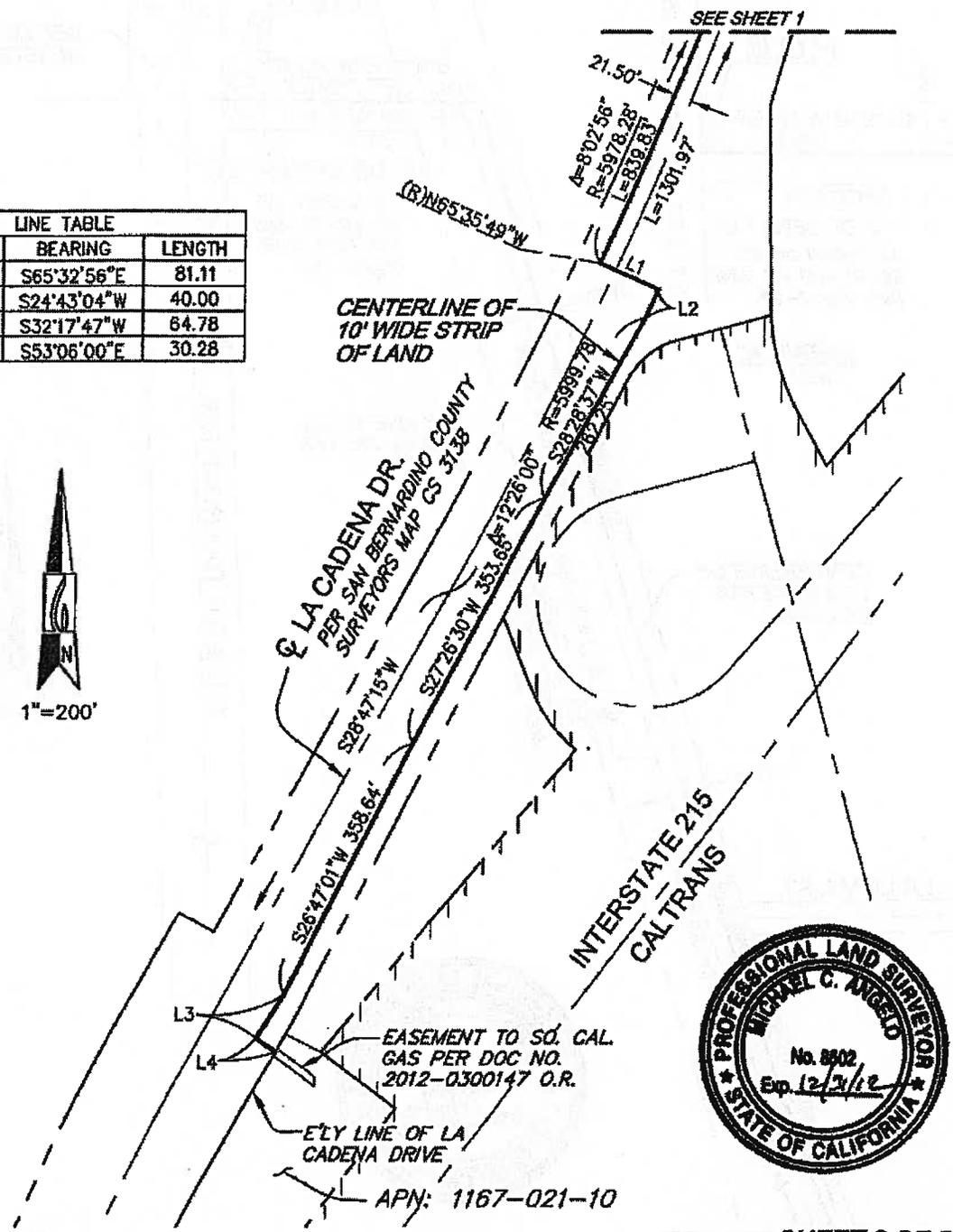




SHEET 1 OF 2

EXHIBIT "A-2"		SCALE: 1" = 200'
SOUTHERN CALIFORNIA GAS COMPANY		DATE: 10-18-12
PLAT TO ACCOMPANY LEGAL DESCRIPTION		PREPARED BY: TCM
CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA		W.D.: _____
PREPARED BY: <i>Michael C. Angelo</i> 10/24/12	PROFESSIONAL LAND SURVEYOR	W.R.: _____
MICHAEL C. ANGELO, P.L.S. NO. 8502		A.S.: _____
		A.P.N.: N/A
		FILE: 2012-120

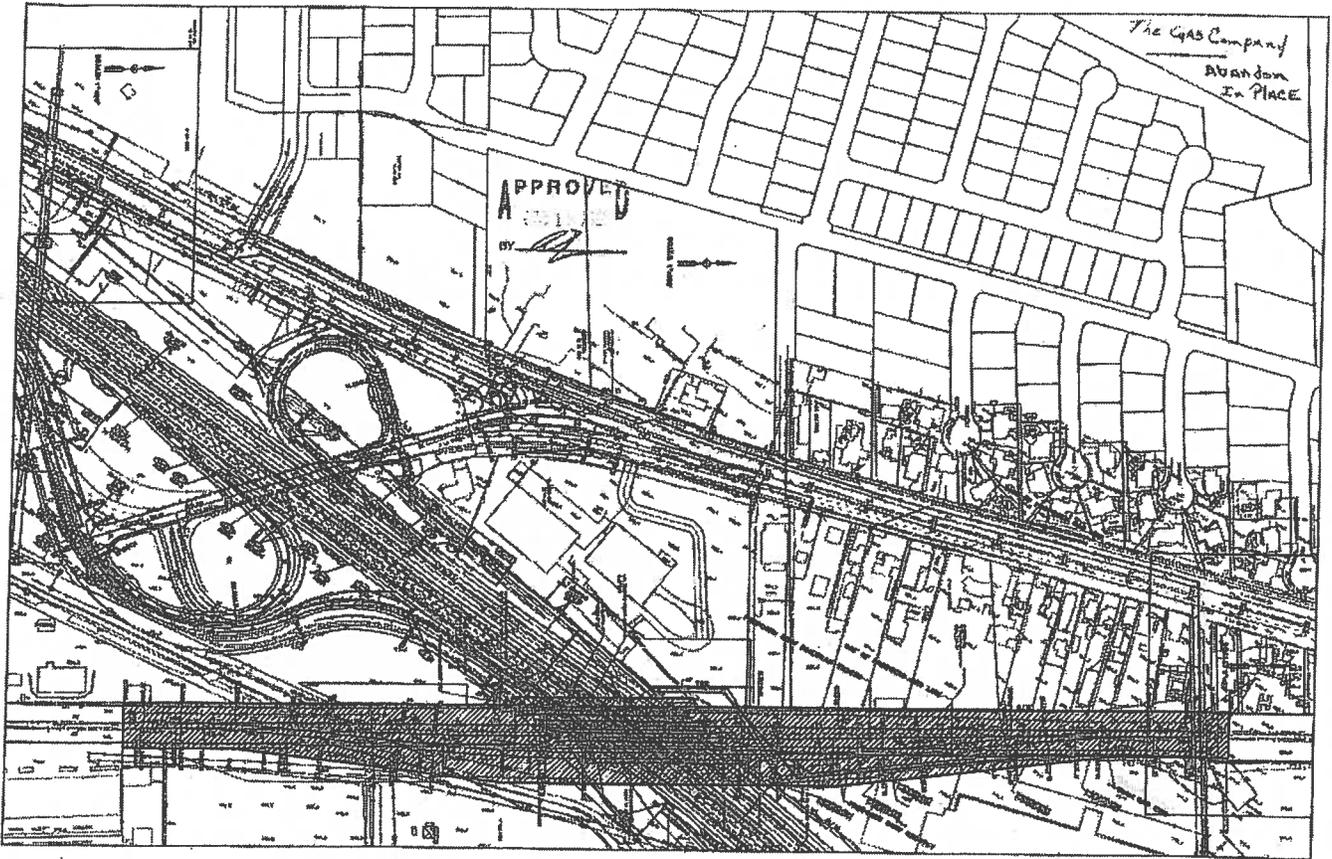
LINE TABLE		
LINE	BEARING	LENGTH
L1	S65°32'56"E	81.11
L2	S24°43'04"W	40.00
L3	S32°17'47"W	64.78
L4	S53°06'00"E	30.28



SHEET 2 OF 2

EXHIBIT "A-2"		SCALE: 1"= 200'
		DATE: 10-18-12
SOUTHERN CALIFORNIA GAS COMPANY		PREPARED BY: TCM
		W.O.: _____
PLAT TO ACCOMPANY LEGAL DESCRIPTION		W.R.: _____
		A.S.: _____
CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA		A.P.N.: N/A
		FILE: 2012-120
PREPARED BY: <i>Michael C. Angelo</i> 10/20/12 MICHAEL C. ANGELO, P.L.S. NO. 8502		PROFESSIONAL LAND SURVEYOR

EXHIBIT 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: 8

Date: November 15, 2012

Subject: Interstate 215 (I-215) Bi-County Projects

Recommendation:* That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

1. Amendment No. 3 to Contract No. A03045 with LSA Associates, Inc. to extend the period of performance to December 31, 2013, with no change to the overall amount of the contract.
2. Amendment No. 3 to Contract No. A03046 with AECOM Technical Services, Inc. to extend the period of performance to December 31, 2013, with no change to the overall amount of the contract.

Background: **These are amendments to existing contracts.** In May 2003, the Board approved Contract No. A03045 with LSA Associates, Inc., and Contract No. A03046 with AECOM Technical Services, Inc.'s (AECOM) predecessor in interest, LAN Engineering Corporation (LAN), to provide environmental and engineering services for the I-215 Bi-County projects. The scope of the two contracts included all preliminary engineering and environmental work

*

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

MPC1211c-ks

- Attachments: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/A03045-03.doc>
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C03045.pdf>
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C03045-01.PDF>
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C03045-02.PDF>
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/A03046-03.doc>
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/03-046.pdf>
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/03-046-01.pdf>
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/03-046-02.pdf>

associated with the Bi-County HOV project, the I-215/Barton Road Interchange Improvement project, and planning work for the I-215/Washington Interchange Improvement project. Subsequently, both contracts underwent two amendments in October 2007 and May 2009 which involved revisions to scope and duration.

The vast majority of the work under Contract Nos. A03045 and A03046 have now been completed, with the exception of one main task involving the Environmental Document for the I-215/Barton Road Interchange Improvement project. Work on this task, which was scheduled to be completed by December 31, 2012, was delayed due to a late design change requested by the Federal Highway Administration (FHWA) and the California Department of Transportation (Caltrans). FHWA and Caltrans requested staff to explore the possibility of a roundabout design in lieu of the signalized intersections at the southbound ramps. Staff is currently incorporating this design change and we anticipate the Environmental Document to be completed by mid to late 2013.

The current expiration date for both contracts A03045 and A03046 is December 31, 2012. Staff is therefore recommending that the Board approve Amendment No. 3 to Contract No. A03045, and Amendment No.3 to Contract No. A03046 to extend the duration of both contracts to December 31, 2013, to enable the project teams to address the changes requested by FHWA and Caltrans. This time extension is being requested at no change to the current contract amounts.

Amendment No. 3 to Contract No. A03046 is being executed by SANBAG and AECOM. The original Agreement A03046 was between SANBAG and LAN Engineering Corporation (LAN). However, in March 2011, LAN was fully acquired by AECOM and as a result, LAN ceased to exist as an entity. The subject Amendment No. 3 to Agreement A03046 includes an assumption clause that would protect SANBAG's interests since AECOM has been performing under the contract without having obtained SANBAG's prior approval.

Financial Impact: This item is consistent with the adopted San Bernardino Associated Governments (SANBAG) fiscal year 2012/2013 budget. Funding is provided under Task Numbers No. 0839, 0840, and 0845. The funding source is Measure I Valley Fund-Freeway Projects.

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

Responsible Staff: Khalil Saba, Project Delivery Manager



CONTRACT SUMMARY SHEET

Contract No. A 03045 Amendment No. 3

By and Between

San Bernardino Associated Governments and LSA Associates Inc.

Contract Description Environmental Services for I-215 Bi-County Projects

Board of Director's Meeting Date: December 5, 2012	
Overview of BOD Action: Approve Amendment No. 3 to Contract A 03045 between SANBAG and LSA Associates, Inc.	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	1,500,000.00	Original Contingency Amount
			\$ 0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	1,815,595.77	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 235,355.00
Current Amendment Amount	\$	0	Contingency Amendment
			\$ 0
TOTAL CONTRACT VALUE	\$	1,815,595.77	TOTAL CONTINGENCY VALUE
			\$ 235,355.00
TOTAL BUDGET AUTHORITY <i>(contract value + contingency)</i>			\$ 2,050,950.77

Contract Start Date 05/07/2003	Current Contract Expiration Date 12/31/2012	Revised Contract Expiration Date 12/31/2013
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. This is a time extension only at no additional cost.		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0839, 0840, 0845.</u>	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? <u>MSI Valley Fund-Freeway Projects</u>	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds
<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: <u>MSI Valley Fund-Freeway Projects</u>	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

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

<i>Gary Cohoe</i>	<i>Samy Chee</i>
Task Manager (Print Name)	Signature
<u>KHALIL SABA</u>	<u>11-9-12</u>
Project Manager (Print Name)	Date
Contracts Administrator (Print Name)	Signature
Chief Financial Officer (Print Name)	Date
<i>Andrea Murrice</i>	<i>Andrea Murrice</i>
Director of Fund Administration & Programming	Date
	<u>11-9-12</u>

AMENDMENT NO. 3 TO

CONTRACT NO. A03045

BY AND BETWEEN

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

AND

LSA ASSOCIATES, INC.

FOR

**ENVIRONMENTAL SERVICES FOR INTERSTATE 215 (I-215) BI COUNTY
PROJECTS**

THIS AMENDMENT NO. 3 is made and entered into effective as of the Effective Date identified herein by and between the San Bernardino Associated Governments/San Bernardino County Transportation Authority (SANBAG), and LSA Associates, Inc, (CONSULTANT).

WITNESSETH

WHEREAS, SANBAG, under Contract No. A03045 dated May 7, 2003, as amended by Amendment No. 1 dated October 3, 2007, and by Amendment No. 2 dated May 6, 2009, has engaged the services of CONSULTANT to provide environmental services for I-215 Bi County Projects; and

WHEREAS, the parties hereto desire to amend the aforementioned contract to extend the period of performance to complete the project at no change to the overall amount of the contract;

NOW, THEREFORE, it is mutually agreed that Contract No. A03045 is hereby amended as follows:

1. The period of performance under this contract shall be extended to December 31, 2013.
2. Except as amended by this Amendment No. 3, all other provisions of Contract No. A03045 and its amendments shall remain in full force and effect.
3. The Effective Date is the date that the SANBAG executes this Amendment.

LSA Associates, Inc.

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS/SAN BERNARDINO
COUNTY TRANSPORTATION
AUTHORITY**

By: _____

By: _____
Janice Rutherford
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Jeffery Hill
Contract Administrator

CONTRACT SUMMARY SHEET

Contract No. A 03046 Amendment No. 3

By and Between

San Bernardino Associated Governments and AECOM Technical Services, Inc

Contract Description Engineering Services for I-215 Bi-County Projects

Board of Director's Meeting Date: December 5, 2012
Overview of BOD Action: Approve Amendment No. 3 to Contract A 03046 between SANBAG and AECOM Technical Services, Inc.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	2,000,000.00	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	5,459,994.98	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	348,932.63
Current Amendment Amount	\$	0	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	5,459,994.98	TOTAL CONTINGENCY VALUE	\$	348,932.63
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 5,808,927.61

Contract Start Date 05/07/2003	Current Contract Expiration Date 12/31/2012	Revised Contract Expiration Date 12/31/2013
-----------------------------------	--	--

Has the contract term been amended? No Yes - please explain.
 This is a time extension only at no additional cost.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0839, 0840, 0845.

A Budget Amendment is required.

How are we funding current FY? MSI Valley Fund-Freeway Projects

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

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

MSI Valley Fund-Freeway Projects

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

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

<u>Garry Cohen</u>		<u>11-9-12</u>
Task Manager (Print Name)	Signature	Date
<u>KHALIL SABA</u>		<u>11-9-12</u>
Project Manager (Print Name)	Signature	Date
Contracts Administrator (Print Name)	Signature	Date
<u>Andrea Zureick</u>		<u>11-9-12</u>
Director of Fund Administration & Programming	Signature	Date

AMENDMENT NO. 3 TO

CONTRACT NO. A03046

BY AND BETWEEN

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

AND

AECOM TECHNICAL SERVICES, INC.

FOR

ENGINEERING SERVICES FOR INTERSTATE 215 (I-215) BI COUNTY PROJECT

THIS AMENDMENT NO. 3 is made and entered into effective as of the Effective Date identified herein by and between the San Bernardino Associated Governments/San Bernardino County Transportation Authority (SANBAG), and AECOM Technical Services, Inc. (CONSULTANT).

WITNESSETH

WHEREAS, SANBAG, under Contract No. A03046 dated May 7, 2003, as last amended by Amendment No. 1 dated October 3, 2009, and by Amendment No. 2 dated May 6, 2009, has engaged the services of CONSULTANT to provide engineering services for I-215 Bi County Project; and

WHEREAS, the parties hereto desire to amend the aforementioned contract to extend the period of performance to complete the project at no change to the overall amount of the contract;

NOW, THEREFORE, it is mutually agreed that Contract No. A03046 is hereby amended as follows:

1. The period of performance under this contract shall be extended to December 31, 2013.
2. Except as amended by this Amendment No. 3, all other provisions of Contract No. A03046 and its amendments shall remain in full force and effect.
3. AECOM Technical Services, Inc. represents and warrants that it has purchased LAN Engineering Corporation (LAN) and all of its assets and liabilities, and that LAN has been dissolved and no longer exists as a legal entity. AECOM Technical Services, Inc. hereby assumes all obligations, responsibilities and liabilities of LAN under the above-referenced agreement between LAN and SANBAG, and hereby indemnifies, defends and holds SANBAG and its affiliated entities, officers, employees, contractors, agents and assigns harmless from any and all claims, obligations, liabilities or damages arising out of or alleged to arise out of any act or omission of LAN or any of its officers, principals,

employees, subcontractors, agents or assigns with respect to that agreement or AECOM's assumption of LAN's position thereunder.

- 4. The Effective Date is the date that the SANBAG executes this Amendment.

AECOM Technical Services, Inc.

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS/SAN BERNARDINO
COUNTY TRANSPORTATION
AUTHORITY**

By: _____

By: _____

Janice Rutherford
President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____

Eileen Monaghan Teichert
General Counsel

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: 9

Date: November 15, 2012

Subject: Construction and Maintenance (C&M) Agreement for the Highgrove BNSF Railway Company Undercrossing bridges on Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project

Recommendation:* That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

Approve Construction and Maintenance Agreement No. C13010 with BNSF Railway Company (BNSF) and the State of California (CALTRANS) for the Highgrove BNSF Undercrossing bridges on Interstate 215 Bi-County High Occupancy Vehicle Gap Closure Project, at a cost of \$2,728,080.

Background: The Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure project involves the construction of approximately 7.5 miles of HOV lanes between State Routes 60, 91 and I- 215 Interchange in the City of Riverside, and Orange Show Road in the City of San Bernardino. The project involves the replacement of the BNSF railroad bridge near Highgrove in order to provide adequate length to span this freeway expansion. Three new permanent single track two-span steel-through truss bridges will be constructed to carry the BNSF tracks. Construction activities are about to start and California Department of Transportation (Caltrans) staff and BNSF have been negotiating a Construction and Maintenance (C&M) agreement, which must be finalized and executed, as soon as possible, in order not to delay the start of construction.

*

Approved
 Board Metro Valley Study Session

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

COG	<input type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	X	CTA	<input checked="" type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA	<input type="checkbox"/>
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Check all that apply.

MPC1211f-ks

Attachments: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13010.pdf>

A key element of the C&M Agreement is the cost of maintenance of the new truss structures of the BNSF Undercrossing bridges, which BNSF was not willing to fund. BNSF stated that its policy for the last ten years has been not to maintain any structure that is required for the benefit of another facility such as spanning a freeway. BNSF's position is that it should not be responsible for the cost of maintaining the bridges since replacement of these bridges is required for the I-215 widening project and serves no benefit to BNSF.

The inability of BNSF and Caltrans to reach agreement on the maintenance costs prompted SANBAG staff to approach the Board with a proposed plan to resolve the issue and to keep the project moving forward. Staff's plan would include SANBAG, along with BNSF and Caltrans, as signatories, and would require SANBAG to be responsible for the payment of the maintenance costs to BNSF using Measure I revenue. Staff felt that this plan was necessary in order to meet the tight project schedule and to avoid the potential loss of approximately \$23 million of Corridor Mobility Improvement Account (CMIA) and Congestion Mitigation and Air Quality (CMAQ) funds.

On May 2, 2012, the Board delegated authority to the Plans and Programs Policy Committee to consider a lump sum payment to BNSF for the on-going maintenance of the truss structures. On May 16, 2012, the Plans and Programs Committee, acting on behalf of the SANBAG Board, approved a lump sum payment of \$2,728,080 to BNSF to cover the ongoing maintenance costs. This amount is based on an average cost of \$39.46 per track foot per year, and covers the Caltrans-approved lifespan of the truss structures of 75 years.

Staff is recommending that the Board approve C&M Agreement C13010 with Caltrans and BNSF. The subject agreement defines the roles and responsibilities and funding commitments of the parties relative to the construction and maintenance of the Highgrove BNSF undercrossing bridges on the I-215 Bi-County HOV Gap Closure Project. Under C&M Agreement C13010, SANBAG agrees to pay to BNSF directly, and BNSF agrees to accept in full, complete and final satisfaction of the truss structures maintenance expense obligation over the lifetime of the bridges, a one-time, lump sum, liquidated amount of \$2,728,080.

Financial Impact: This item has no direct impact on the adopted Fiscal Year 2012/2013 budget. Article 5, Section 11 (a) of the subject Agreement C13010 requires SANBAG to make a payment of \$2,728,080 to BNSF within 30 days after completion of construction. Construction is currently scheduled to be completed by June, 2015. Funding is provided under Task Number No. 0839. The funding source is MSI Valley Fund – Freeway Projects.

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

Responsible Staff: Khalil Saba, Project Delivery Manager



CONTRACT SUMMARY SHEET

Contract No. C 13010 Amendment No. _____

By and Between

San Bernardino Associated Governments and Caltrans & BNSF

Contract Description I-215 Bi-County HOV Project – Construction & Maintenance Agreement

Board of Director's Meeting Date: December 5, 2012
Overview of BOD Action: Approve Construction & Maintenance Agreement C13010 between SANBAG, Caltrans, and BNSF Railway Company.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	2,728,080	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$		Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	2,728,080	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 2,728,080

Contract Start Date 12/5/2012	Current Contract Expiration Date Upon payment (see attached note)	Revised Contract Expiration Date
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Has the contract term been amended? No Yes - please explain.

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0839.

A Budget Amendment is required.

How are we funding current FY? **(see attached note)**

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

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

MSI - Valley Road - Freeway Project.

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

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

Garry Choe
 Task Manager (Print Name)
KHALIL SABA
 Project Manager (Print Name)
Jerry Hill
 Contracts Administrator (Print Name)
W STAWARSKI
 Chief Financial Officer (Print Name)
Andrea Zurick
 Director of Fund Administration & Programming

<u>Garry Choe</u>	11-8-12
Signature	Date
<u>[Signature]</u>	11-6-12
Signature	Date
<u>[Signature]</u>	11/8/12
Signature	Date
<u>[Signature]</u>	11/9/12
Signature	Date
<u>[Signature]</u>	11/8/12
Signature	Date

ATTACHMENT TO CONTRACT SUMMARY SHEET
C13010

NOTE:

The payable amount of \$2,728,080 under this agreement (C13010) will be made in a future fiscal year, most likely in the 2015/2016 Fiscal Year. Article 5, Section 11 (a) of the subject Agreement C13010 requires SANBAG to make a payment of \$2,728,080 to BNSF within 30 days after completion of construction. Construction is currently scheduled to start in November 2012 and be completed by June 2015.

APPROVED
DRAFT #7
Date: October 14, 2012
By: **D. Fong**
State Railroad Agreements Engineer

STATE AGREEMENT NO. 08R175
08-SBD-215 PM 0.60
SANBAG Agreement No. C13010
BNSF File No: **BF10002954**
I-215 Highgrove Underpass
U.S. D.O.T. No.026469N
CPUC # 002B-5.90-B
BNSF MP 5.92
LS 7602, San Bernardino Subdivision

CONSTRUCTION AND MAINTENANCE AGREEMENT (Highgrove Underpass)

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 STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter referred to as ("**STATE**") and the SAN BERNARDINO TRANSPORTATION AUTHORITY, acting by and through the **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a California joint exercise of powers authority, hereinafter referred to as ("**SANBAG**").

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Colton, County of San Bernardino, STATE of CALIFORNIA; and

WHEREAS, STATE and The Atchison, Topeka and Santa Fe Railway Company, predecessor in interest to BNSF, hereinafter referred to as ("**Santa Fe**"), entered into an agreement dated April 4, 1958, carried in BNSF's records as Contract No. XXXXX, ("**Original Agreement**"), which provided for the construction and maintenance of a grade separation structure known as the "**Highgrove Underpass**," (Bridge No. 54-0518), under and across BNSF's right-of-way and tracks; and

WHEREAS, SANBAG, in association with State, intends to reconstruct and widen the existing Interstate Highway I-215 in order to accommodate High Occupancy Vehicle (HOV) lanes by demolishing the existing Highgrove Underpass and replacing it with new structures in order to maintain continued quality and service capability of the existing line, the replacement structures are to be known as the I-215 Underpass ("**Structure**") Colton, CA, D.O.T Crossing No. 026469N, C.P.U.C. Crossing No. 002B-5.90-B, LS 7602, MP 5.92, San Bernardino Subdivision; and

WHEREAS, as defined by Cooperative Agreement 08-1530 executed on April 9, 2012, between State and SANBAG ("**Cooperative Agreement 08-1530**"), SANBAG is the sponsor and the funding agency for the I-215 widening and Structure work and will fund all capital outlay, support costs, and all Railroad expenses consistent with the Cooperative Agreement 08-1530; and

WHEREAS, STATE, at SANBAG's expense, agreed to advertise, award, and administer the widening of I-215 and Structure work as an Implementing Agency under Cooperative Agreement 08-1530; and

WHEREAS, STATE will construct, own and maintain the substructure portion of the Structure including appurtenances below the bridge seats, retaining walls, highway drainage and pump house facilities ("**Substructure**") at State's expense; and

WHEREAS, BNSF will own and maintain the superstructure portion of the Structure above the bridge seats, including bearing assemblies as ("**Superstructure**"); and

WHEREAS, SANBAG will fund BNSF's maintenance of the Superstructure through a liquidated lump sum payment as provided for in Article V, Section 11(a) of this Agreement;

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 removal of the existing Highgrove Underpass, construction of a shoofly structure and the construction of the replacement Structure, more particularly described on the Exhibit A ("**Plan and Profile Sheet**") attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation. During construction of the Project, rail traffic will be temporarily relocated on a shoofly structure outside of existing BNSF right-of-way. 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 STATE set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. Upon SANBAG's payment to BNSF of the sum of nine-hundred and twenty-five thousand dollars (\$925,000), such payment to be made within thirty (30) days of the giving of the Notice to Proceed pursuant to Article III, Section 17 of this Agreement, BNSF shall grant to STATE, 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 remove the existing Highgrove Underpass and construct the replacement Structure across or upon the portion of BNSF's right-of-way described further on Exhibit A, 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 right-of-way;
- (b) Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with the STATE's construction of the Project;
- (c) Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with the STATE's construction of the Project;
- (d) Require the STATE or its contractor to execute a Temporary Construction Crossing Agreement, for any temporary crossing requested to aid in the construction of the Project.

The Temporary Construction License shall be in the form attached hereto as Exhibit B ("Temporary Construction License") and by this reference made a part hereof, and shall be for a term beginning on the authorized commencement date as set forth hereinafter in Article III, Section 13 (c) ("**License Effective Date**") and ending on the earlier of (i) completion of construction of the replacement Structure, or (ii) twenty-four (24) months following the Effective Date. The Temporary Construction License and related rights given by BNSF to STATE shall be 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 therein contained. The Temporary Construction License is for removal of the existing Highgrove Underpass and the construction of the replacement Structure only and shall not be used by STATE for any other purpose. STATE acknowledges and agrees that STATE shall have the right, under the Temporary Construction License, to use the Structure. In the event STATE is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to STATE 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 STATE pursuant to the Temporary Construction License.

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 ("Cost Estimates") 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, revise the cost estimates set forth in said Exhibit D. In such event, the 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 STATE, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:

- (a) Procurement of materials, equipment and supplies necessary for the railroad work;
- (b) Preliminary engineering, design, and contract preparation;
- (c) Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C;
- (d) Furnishing engineering and inspection as required in connection with the construction of the Project;
- (e) Providing a contract project coordinator, at STATE's expense, to serve as a project manager for the Project;
- (f) Providing a structural coordinator, at STATE's expense, to monitor any construction activities;
- (g) Construction and Removal of the Main Track and Shoo-flies, including line-overs for Main Track #2;
- (h) Signal work, including relocation of the hot box detector at MP 6.02;
- (i) Providing survey control for all track work; and
- (j) Providing review, at STATE's expense to be reimbursed by SANBAG, of plans and specifications for any falsework, shoring, and demolition that may be subsequently submitted to BNSF by STATE or its contractor for approval.

3. BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis. BNSF shall have the sole discretion to determine whether any item of railroad work must be performed by its own employees as required by its labor agreement, including any applicable collective bargaining agreements.

4. STATE, at SANBAG's expense, agrees to reimburse BNSF for work of an emergency nature caused by STATE or STATE's contractor in connection with the Project which BNSF deems 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 STATE and STATE agrees to fully reimburse BNSF for all such emergency work.

5. BNSF may charge STATE, at SANBAG's expense, 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 STATE progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Pursuant to the California Prompt Payment Act, codified at California Government Code Sections 927 to 927.12, STATE, at SANBAG's expense, must reimburse BNSF for undisputed completed force-account work within forty-five (45) calendar days from the date of STATE's receipt of the invoice for such work. Within eighteen (18) months of completing the railroad work of the Project, BNSF will send STATE a detailed invoice of final costs, segregated as to labor and materials for each item in recapitulation shown on Exhibit D. If STATE fails to make payment of a BNSF invoice within said forty-five (45) days, STATE shall pay a penalty at a rate of 1 percent above the rate accrued on June 30 of the prior year by the Pooled Money Investment Account, not to exceed a rate of 15 percent pursuant to Section 927.6 (b) of said Government Code.

7. Upon SANBAG's payment to BNSF in accordance with Article V Section 11 (a), BNSF will maintain the Superstructure.

8.

ARTICLE III - STATE OBLIGATIONS

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

1. STATE shall furnish to BNSF 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 23. Sets of said plans shall be submitted to BNSF for approval prior to commencement of any construction. BNSF will give STATE final written approval of the plans and specifications substantially in the form of Exhibit E ("Plans and Specifications Approval Letter"), attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specification said plans and specification will become part of this Agreement and are hereby incorporated herein. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, 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 codes.

2. By its Decision, File No. G.12-03-005, the Commission has authorized construction of the Project. STATE shall furnish to the Commission the plans for the proposed construction, approved by BNSF, together with a copy of this Agreement and shall obtain all other required permits and approvals for the construction of the Structure.

3. STATE must provide for and maintain minimum vertical and horizontal clearances, as required in Exhibit C and as approved by BNSF as part of the plans and specifications for the Project.

4. STATE must make any and all arrangements, in compliance with BNSF's Utility Accommodation Policy (<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.

5. STATE must construct the Structure as shown on the attached Exhibit A and do all work ("STATE's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. STATE must furnish all labor, materials, tools and equipment for the performance of STATE's Work. The principal elements of STATE's Work are as follows:

- (a) Preliminary and final Engineering;
- (b) Removal of the existing structure, construction of the shoofly structure, and construction of the three (3) single-track structures;
- (c) Design and construction of the Structure;

- (d) All necessary grading and paving for shoofly tracks and realigned Main Track #2, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
- (e) Providing suitable drainage, both temporary and permanent;
- (f) Placement of 12 inches of sub-ballast and the initial eight (8) inches of crushed rock ballast on all track roadbeds for the shooflies and for the permanent replacement of the main tracks;
- (g) Placement of a waterproof membrane on the deck of the Structure, and after the placement of such waterproofing membrane, placement of a layer of crushed rock ballast (not to exceed six (6) inches in thickness) on the deck of the Structure;
- (h) Performance of necessary engineering, grading and staking for the Structure;
- (i) Construction of all permanent and temporary retaining walls, as required;
- (j) Providing of pedestrian and/or trespasser control during construction;
- (h) Installation of a gate in the fence along the _____ boundary of BNSF's right-of-way in order to provide BNSF with permanent access for maintenance purposes; and
- (i) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;

6. STATE must apply and maintain said D.O.T. Crossing number **026469N**, and the Public Utility Commission Crossing number **002B-5.90-B** in a conspicuous location on the Structure.

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

8. For any future inspection, construction or maintenance, either routine or otherwise, performed by subcontractors on behalf of the STATE, STATE shall require its subcontractors to comply with the provisions of Exhibit C and execute the letter agreement attached as Exhibit C-1 ("Letter Agreement Between BNSF and Contractor"). Prior to performing any activities on BNSF property or near BNSF tracks with its own personnel, STATE shall: (i) comply with all of BNSF's applicable safety rules and regulations; (ii) require any STATE employee working on BNSF property or

near BNSF tracks to complete the safety training program at the BNSF's Internet Website "www.contractororientation.com"; and (iii) notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; and (iv) pay BNSF for the cost of BNSF's Risk Management Department's Railroad Protective Liability insurance.

9. STATE 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, STATE 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.

10. STATE 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. STATE 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 23. The shoring, falsework or cribbing used by STATE's contractor shall comply with the BNSF Bridge Requirements set forth on Exhibit F, and BNSF's INSTRUCTIONS FOR PREPARATION OF DEMOLITION PLANS as set forth in Exhibit G with both Exhibits attached to this Agreement and incorporated herein, and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies. Exemptions or Waivers to the requirements specified in Exhibit F will not be allowed unless otherwise approved in writing by BNSF.

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/OSCCompleteManuals/FalseworkManual.pdf>. Any Demolition shall not commence until BNSF approves STATE's demolition plan in writing.

11. STATE 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 right-of-way. 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 – Greg Rousseau

(909) 386-4079, BNSF's Signal Representative – Dennis Skeels (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 right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

- (b) 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.
- (c) Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative (Greg Rousseau (909) 386-4079) to stop construction at no cost to the BNSF until these items are completed.
- (d) 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 right-of-way, 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, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

12. STATE must require compliance with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in

Articles III, IV, and V; and (ii) the provisions set forth in Exhibit C, Exhibit C-I, Exhibit F, and Exhibit G, attached hereto and by reference made a part hereof.

13. Except as otherwise provided below in this Section 13, all construction work performed hereunder by STATE for the Project will be pursuant to a contract or contracts to be let by STATE, and all such contracts must include the following:

- (a) All work performed under such contract or contracts within the limits of BNSF's right-of-way 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 right-of-way 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-I, and (ii) delivered to and secured BNSF's approval of the required insurance; and
- (d) To facilitate scheduling for the Project, STATE shall have its contractor give BNSF's representative Greg Rousseau (909) 386-4079 eight (8) weeks advance notice of the proposed times and dates for work windows. BNSF and STATE's contractor will establish mutually agreeable work windows for the Project. 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.
- (e) The plans and specifications for the Project must be in compliance with the BNSF Bridge Requirements set forth on Exhibit F.

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

15. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 14662.5, STATE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS BNSF FROM, AND TO REPAIR OR PAY FOR, ANY DAMAGE PROXIMATELY CAUSED BY REASON OF THE USES AUTHORIZED BY THE TEMPORARY CONSTRUCTION LICENSE SET FORTH IN EXHIBIT B TO THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, STATE 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 STATE, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE STATE, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF STATE, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) STATE'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE GRANTED TO STATE PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO STATE PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) STATE'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY STATE, OR (VII) AN ACT OR OMISSION OF STATE 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 STATE 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, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

16. If it is in STATE's best interest, STATE may direct that the construction of the Project be done by day labor under the direction and control of STATE, or if at any time, in the opinion of STATE, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, STATE 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. If such construction is performed by day labor, STATE agrees to cease all construction related activities until such time as (i) BNSF has procured, at STATE's sole cost and expense, a Railroad Protective Liability insurance policy naming BNSF as the insured, as required by Exhibit C-1, and (ii) STATE has reimbursed BNSF for the costs to obtain such Railroad Protective Liability insurance policy; STATE further agrees

to indemnify, defend, and hold harmless BNSF as required by Exhibit C-1, Sections 1 and 2.

17. STATE 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 STATE. The Notice to Proceed must reference BNSF's file number BF10002954 and D.O.T. # 026469N.

18. Subject to the restrictions imposed by Article V, Section 9 below, STATE must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for maintenance purposes. If the construction work hereunder is contracted, STATE must require its prime contractor(s) to comply with the obligations set forth in Exhibit C, Exhibit C-1, Exhibit F, and Exhibit G, as the same may be revised from time to time. STATE will be responsible for its Contractor(s) compliance with such obligations.

19. STATE, at SANBAG's Expense, agrees to reimburse BNSF for the cost of track surfacing for a distance not to exceed one thousand (1000) feet in each direction from the centerline of the Structure due to settlement caused by the construction of the Structure for a period not to exceed two (2) years from the date of final inspection, pursuant to Article III, Section 15.

20. If resurfacing or any other activity is to be performed below the Structure, STATE must submit a request for approval from BNSF, which approval shall not be unreasonably withheld. This request must provide the existing measured and posted vertical clearances for the Structure and the proposed vertical clearances after the work is completed.

ARTICLE IV – SANBAG OBLIGATIONS

1. SANBAG must acquire all rights-of-way necessary for the construction of the Project.

2. Any payments made by STATE pursuant to the terms of this Agreement shall be subject to reimbursement by SANBAG, where so provided in and consistent with Cooperative Agreement 08-1530. References throughout the Agreement to obligations "at SANBAG's expense" refer to SANBAG's obligations under Cooperative Agreement 08-1530. Payments include all railroad expenses including late penalties for not complying with the California Prompt Payment Act, and the cost of track surfacing due to settlement caused by the construction of the Structure for a period not to exceed two (2) years from the date of final inspection pursuant to Article III, Section 14.

3. SANBAG is obligated to pay maintenance costs in accordance with Article V Section 11 (a).

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 written approval prior to the commencement of any such changes or modifications from BNSF's engineering representative, Greg Rousseau (909) 386-4079.
2. The work hereunder must be done in accordance with the Bridge Requirements set forth on Exhibit F, the "Instructions for Preparation of Demolition Plans" as set forth in Exhibit G, and the detailed plans and specifications approved by BNSF.
3. STATE 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. **In the event of significant delay, the Temporary Construction License may be extended by written agreement of the parties.**
4. BNSF will have the right to suspend construction work on the Project if any of the following events take place: (i) STATE (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) STATE (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner which is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; or (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project/Structure. The work stoppage will continue

until all necessary actions are taken by STATE or its contractor to rectify the situation to the 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 or (ii) the Temporary Construction License, BNSF may immediately suspend the Temporary Construction License until the breach has been cured. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to suspend 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 suspend construction work on the Project, BNSF agrees to immediately notify the State Resident Engineer in writing.

Sumner Baker
850 Via Lata, Suite 100,
Colton, CA 92324
(909) 825-5822
(951) 232-3828 cell
Sumner_Baker@dot.ca.gov

5. STATE employees, agents, contractors, representatives and invitees shall wear Personal Protective Equipment ("PPE") when on the BNSF's right-of-way 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 website, 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 website will be amended from time to time and shall take precedence over the partial list of requirements outlined above. Hearing protection, fall protection and respirators will be worn as required by State and Federal regulations.

6. STATE must supervise and inspect the operations of all STATE 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 are not being performed by STATE personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until STATE 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 the State Resident Engineer for appropriate corrective action. Nothing in this provision is intended to, or shall, create rights for third parties, or third party beneficiaries.

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

8. All expenses detailed in statements sent to STATE 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.

9. The parties mutually agree that no construction activities at any time, or future maintenance of the Structure that would interfere with BNSF's operations 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.

10. Subject to the restrictions imposed by Article V, Section 9 above, the construction of the Project will not commence until STATE gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number **BF10002954** and D.O.T. Crossing No. 026469N; CPUC # 002B-5.90-B and must state the time that construction activities will begin.

11. In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit F, BNSF and STATE agree to the following terms upon completion of construction of the Project:

- (a) BNSF will, at its sole cost and expense, accept, own, and maintain its roadbed, track, any access gates installed pursuant to the Project, railroad drainage, superstructure, and all other railroad facilities. Furthermore, BNSF will, at SANBAG's expense, maintain the Superstructure ("**Superstructure Maintenance Expense**"). BNSF's maintenance responsibilities include without limitations keeping the superstructure above the bridge seats free from graffiti. Within thirty (30) days of the conclusion of the Project and final acceptance by BNSF, SANBAG, using non-State funds, shall pay to BNSF directly, and BNSF agrees to accept in full, complete and final satisfaction of the Superstructure Maintenance Expense obligation over the lifetime of the Superstructure, a one-time, lump sum, liquidated amount of \$2,728,080, as set forth in Exhibit D ("**Liquidated Maintenance Payment**").
- (b) STATE will own the Substructure portion of Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways to BNSF gates installed pursuant to this Agreement. In addition, STATE will maintain, at its sole cost and expense, the Substructure. BNSF may, at its option, perform maintenance on the Substructure in order to avoid conflicts with train operations. BNSF will notify STATE prior to performing any such maintenance on the Structure.

In the event such maintenance involves emergency repairs, BNSF will notify STATE at its earliest opportunity. STATE must fully reimburse BNSF for the costs of maintenance that are under State's responsibility performed by BNSF pursuant to this subsection.

- (c) STATE must, at STATE's sole cost and expense, keep the Substructure painted and free from graffiti.
- (d) STATE must apply and maintain vertical clearance signs which consistently and accurately describe the minimum actual vertical clearance from the bottom of the Superstructure to the top surface of any pavement.
- (e) STATE agrees, at SANBAG's expense, to reimburse BNSF for the cost of track surfacing due to settlement caused by the construction of the Structure for a period not to exceed two (2) years from the date of final inspection pursuant to Article III, Section 14
- (f) Upon proper application, STATE will issue to BNSF, at no cost, all necessary encroachment permits to allow BNSF to inspect the Superstructure or to make emergency repairs thereto. Any roadway traffic control measures required by the permit will be the responsibility of BNSF.
- (g) It is expressly understood by STATE and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- (h) STATE must keep the Substructure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals.
- (i) In conformance with and limited to the applicable effect of California Laws insofar as the indemnity and insurance provisions set forth in any of the preceding sections or any rider, amendment or addendum hereto, STATE is self-insured. If STATE 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 STATE, shall provide BNSF defense and indemnification at least equal to the defense, indemnification and insurance provisions contained in Exhibit C-1 in accordance with California Government Code section 14662.5. Nothing herein shall be deemed to insure BNSF against its sole negligence or willful misconduct. Notwithstanding the foregoing, STATE agrees not to commence such alterations, modifications, maintenance, or other work to the Structure with day labor, until such time as (i) BNSF has procured, at STATE's sole cost

and expense, a Railroad Protective Liability insurance policy naming BNSF as the insured, as required by Exhibit C-1, and (ii) STATE has reimbursed BNSF for the costs to obtain the Railroad Protective Liability insurance policy.

In the event any of the Work to be done on behalf of STATE upon BNSF's right-of-way is to be done by a contractor or subcontractor, said contractor or subcontractor shall provide to BNSF the insurance policies, certificates, binders, and/or endorsements in favor of BNSF as contained in said Exhibit C-1 as the same may be revised from time to time.

12. Within 90 days of the conclusion of the Project and final acceptance by BNSF, STATE 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 depicts 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.

13. Subject to the restrictions imposed by Article V, Sections 9 above, STATE must notify and obtain, at no cost to STATE, prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for any purposes, and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, STATE must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. STATE will be responsible for its contractor(s) compliance with such obligations.

14. BNSF may, at its expense, make future changes or additions to the railroad components of the Structure if necessary or desirable, in BNSF's sole discretion, including, without limitation the following: (i) the right to raise or lower the grade or change the alignment of its tracks, (ii) the right to lay additional track or tracks, or (iii) the right to build other facilities in connection with the operation of its railroad. Such changes or additions must not change or alter the highway components of the Structure. If it becomes necessary or desirable in the future to change, alter, widen or reconstruct the highway components of 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 any such changes to the Structure, will be divided between BNSF and STATE in such shares as may be mutually agreed to by the parties hereto. Any alteration or reconstruction of the highway components of the Structure will be covered by a Commission order.

15. STATE may, at STATE's sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction must not encroach further upon or occupy the surface of BNSF's right-of-way to a greater extent than is contemplated by the plans and specifications to be approved by BNSF pursuant to Article III, Section 1 herein, without obtaining BNSF's prior written consent and the execution of a supplement to this Agreement or the completion of a separate agreement.

16. 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, as well as the Federal Highway Administration, three (3) years from the date of final BNSF invoice under this Agreement.

17. 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.

18. 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 unless amended in writing for a time extension.

19. Neither termination nor expiration of this Agreement will release either 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.

20. 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.

21. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and STATE with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

22. 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 Railway Company:

Manager of Public Projects
Melvin Thomas
740 East Carnegie Drive
San Bernardino, CA 92408
Email: Melvin.Thomas@bnsf.com

Director Structural Engineering
Byron Burns
4515 Kansas Avenue
Kansas City, KS 66106
Email: Byron.Burns@bnsf.com

STATE of California:

Department of Transportation
Don Grebe, Chief
Office of Project Delivery
Division of Right of Way & Land Surveys
1120 N Street, MS 37
Sacramento, CA 95814-5690
Email: Don_Grebe@dot.ca.gov

SANBAG:

Garry Cohoe
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
Attn: Director of Project Development

23. 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.

24. The aforesaid Original Agreement between the STATE and Santa Fe dated April 4, 1958, providing for the construction and maintenance of the existing "Highgrove Underpass" (BNSF Contract XXXXX) shall terminate on the completion date of the Project as provided in Article III, Section 14 of this Agreement. Such termination shall not release any party thereto from any liability or obligation thereunder, resulting from any act, omission or event happening prior to the date of termination or thereafter, in the event the terms of said Original Agreement provide that anything shall or may be done after termination thereof.

25. The Recitals are incorporated into and made a part of this Agreement.

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

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

APPROVED:

By: _____
DONALD E. GREBE, Chief
Office of Project Delivery
Division of Right of Way & Land Surveys

APPROVED AS TO FORM AND PROCEDURES:

By: _____
MATTHEW GEORGE, Attorney
Department of Transportation

APPROVAL RECOMMENDED:

By: _____
DENNY FONG, P.E.
Railroad Agreements Engineer

[Signatures continued on next page]

[Signatures continued from previous page]

BNSF RAILWAY COMPANY

By: _____
SANFORD C. SEXHUS
Vice-President Engineering

[Signatures continued on next page]

[Signatures continued from previous page]

SAN BERNARDINO ASSOCIATED GOVERNMENTS

APPROVED:

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

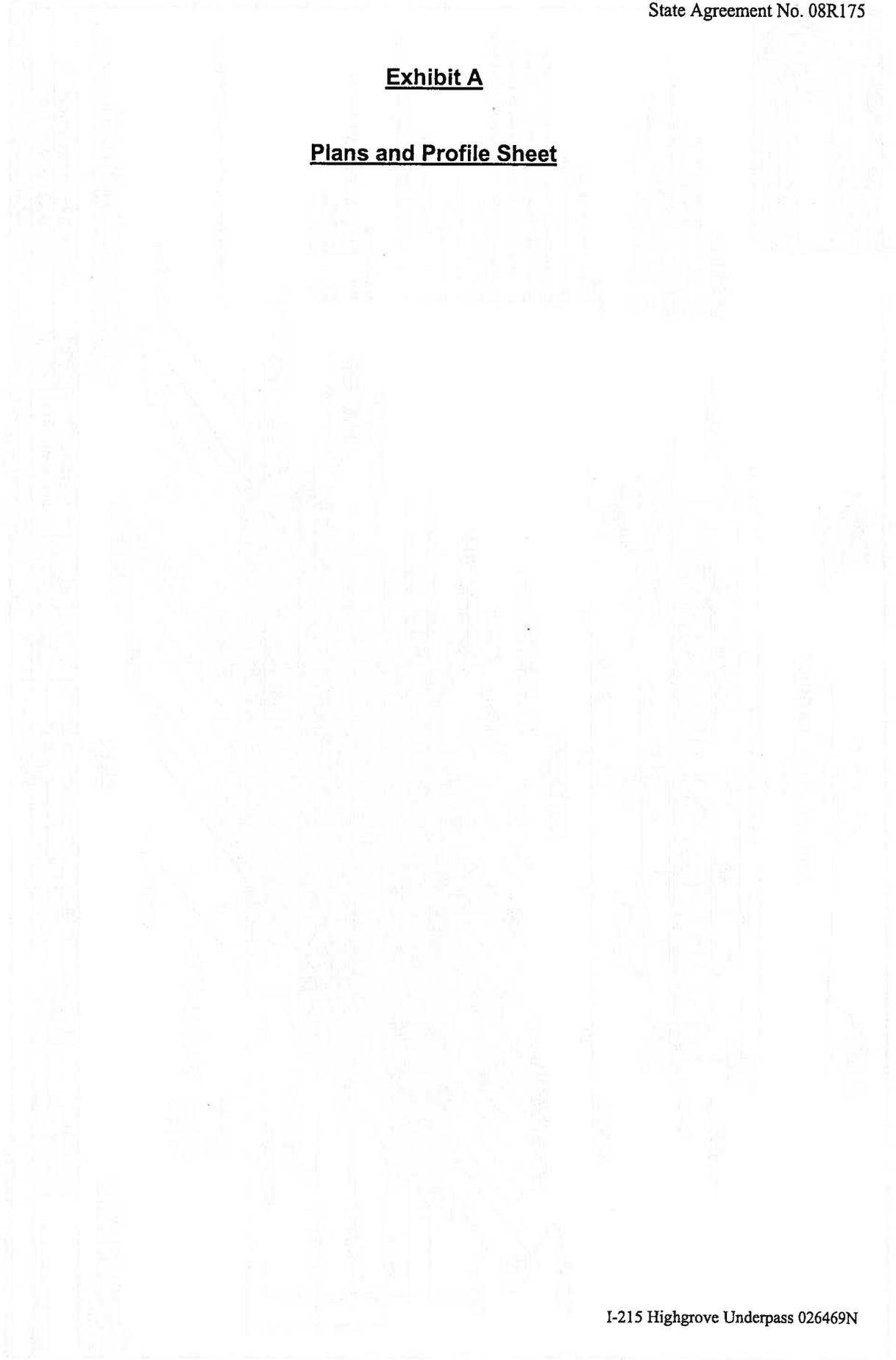
By: _____

Printed Name: _____

SANBAG General Counsel

Exhibit A

Plans and Profile Sheet



I-215 Highgrove Underpass 026469N

DATE	COUNTY	ROUTE	POST MILE	POST MILE
08	3RD	215		

LARRY W. ...
 REGISTERED CIVIL ENGINEER
 4-18-12
 PLANS APPROVAL DATE
 For State of California
 For State of California
 For State of California

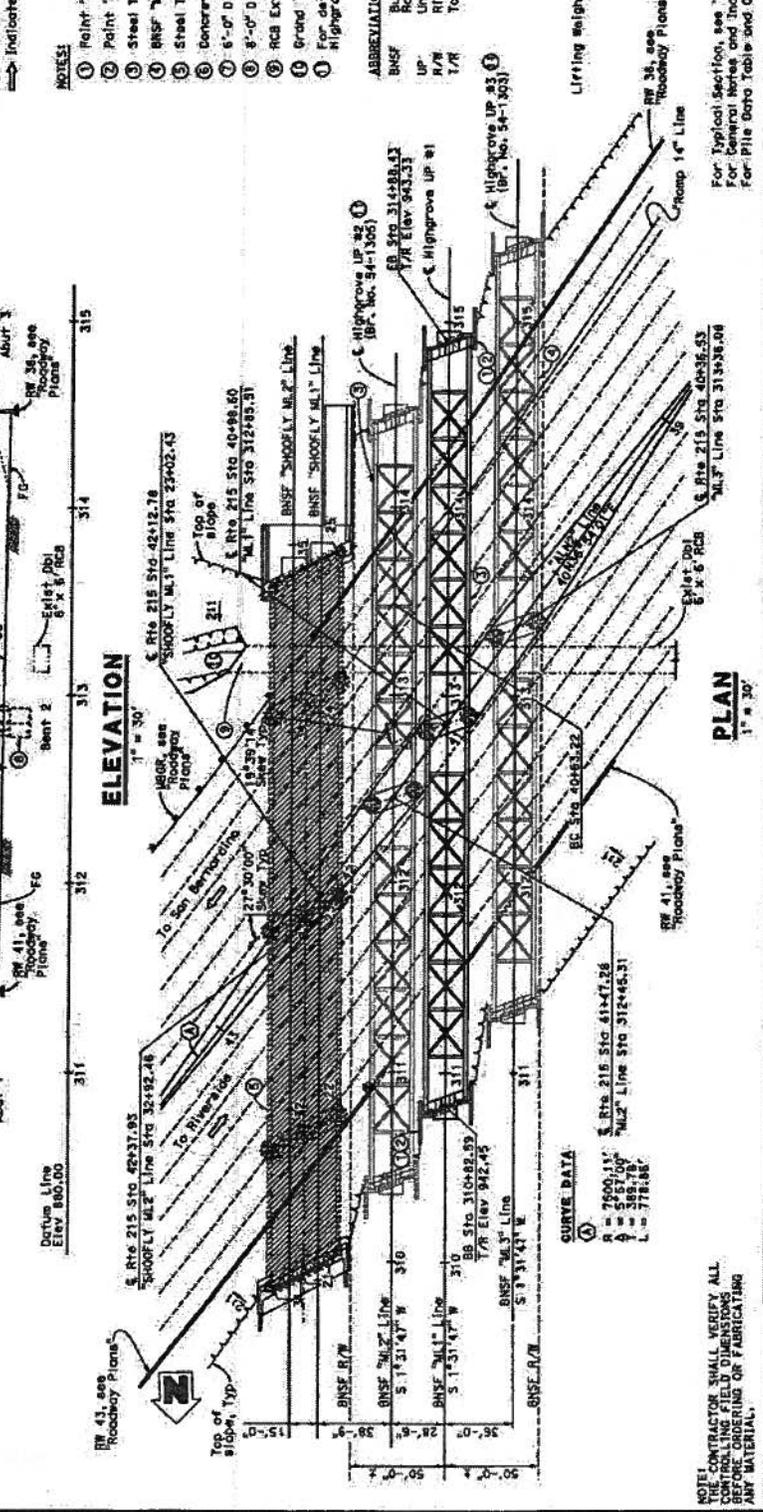
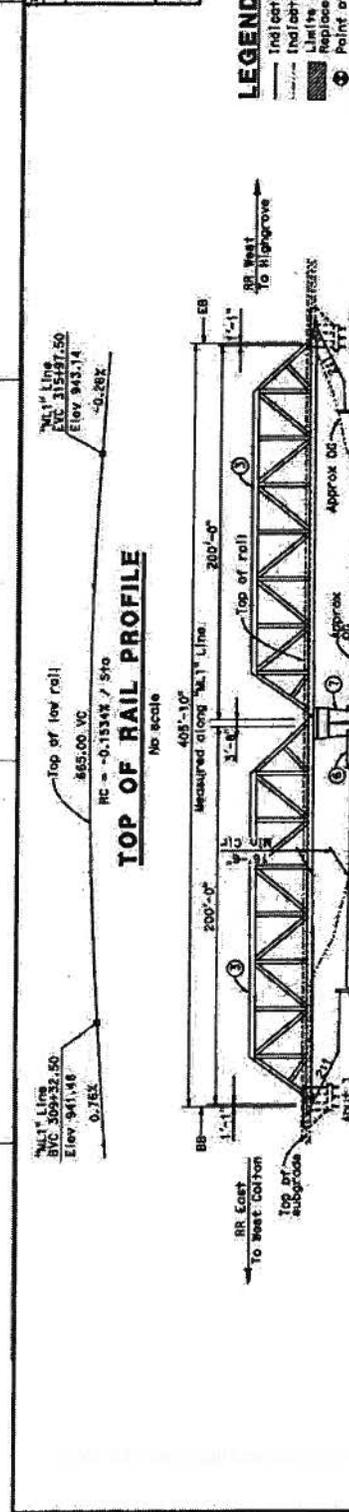
LEGEND:

- Indicates new construction
- Indicates existing structure
- Lines of bridge removal after construction of Replacement Bridge.
- Point of minimum vertical clearance
- Indicates direction of traffic

- NOTES:**
- Point "BR. NO. 54-1304"
 - Point "HIGHGROVE UP #1"
 - Steel Through Truss, Replacement Structure
 - BNSF "M.3" Construction (for Future Track)
 - Steel Through Girder, Highgrove UP (Shoofly)
 - Concrete Barrier Type 60E, see "Roadway Plans"
 - 6'-0" Dia Column
 - 6'-0" Dia CIDM Shaft
 - RCB Extension
 - Graded Terrace Storm Drain
 - For details of Highgrove UP #2 and Highgrove UP #3, see separate structure plans

ABBREVIATIONS:

BNSF Burlington Northern and Santa Fe
 UP Underpass
 R/R Right of Way
 T/R Top of Rail



PROJECT NO. 54-08491
 CONTRACT NO. 54-08491
 DESIGN BRANCH 10
 HIGHGROVE UNDERPASS #1
 GENERAL PLAN NO. 1

DESIGNER	CHECKED	DATE
LARRY W. ...		

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS

COUNTY	ROUTE	TOTAL LENGTH	DATE
DR 138c	E15	4-08-32	APPROVED FOR THE PROJECT
APPROVED BY		DATE	SCALE
[Signature]		4-08-32	AS SHOWN
PLANS APPROVAL DATE			
THE STATE OF CALIFORNIA			
DEPARTMENT OF TRANSPORTATION			
DIVISION OF HIGHWAYS			
PROJECT NUMBER			
CONTRACT NUMBER			
SHEET NO.			
TOTAL SHEETS			

LEGEND:

- Indicates new construction
- - - Indicates existing structure
- Limits of bridge removal after penetration of Replacement Bridges
- ⊙ Point of minimum vertical clearance
- ⇨ Indicates direction of Traffic

NOTES:

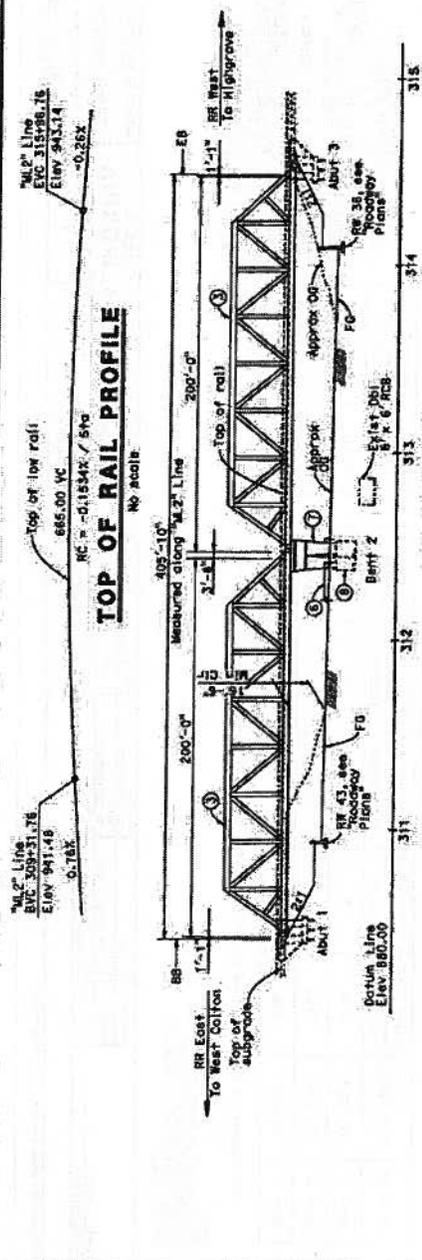
- 1 Point "B.C. NO. 64-1309"
- 2 Point "HIGHGROVE UP #2"
- 3 Steel Through Truss, Replacement Structure
- 4 BNSF "M.L." Construction (for future track)
- 5 Steel Through Girder, Highgrove UP (Shoofly)
- 6 Concrete barrier type 606, see "Roadway Plans"
- 7 6'-0" dia column
- 8 5'-0" dia CIPK Sheft
- 9 RC2B Extension
- 10 Second Terrace Storm Drain
- 11 For details of Highgrove UP #1 and Highgrove UP #2, see separate structure plans

ABBREVIATIONS:

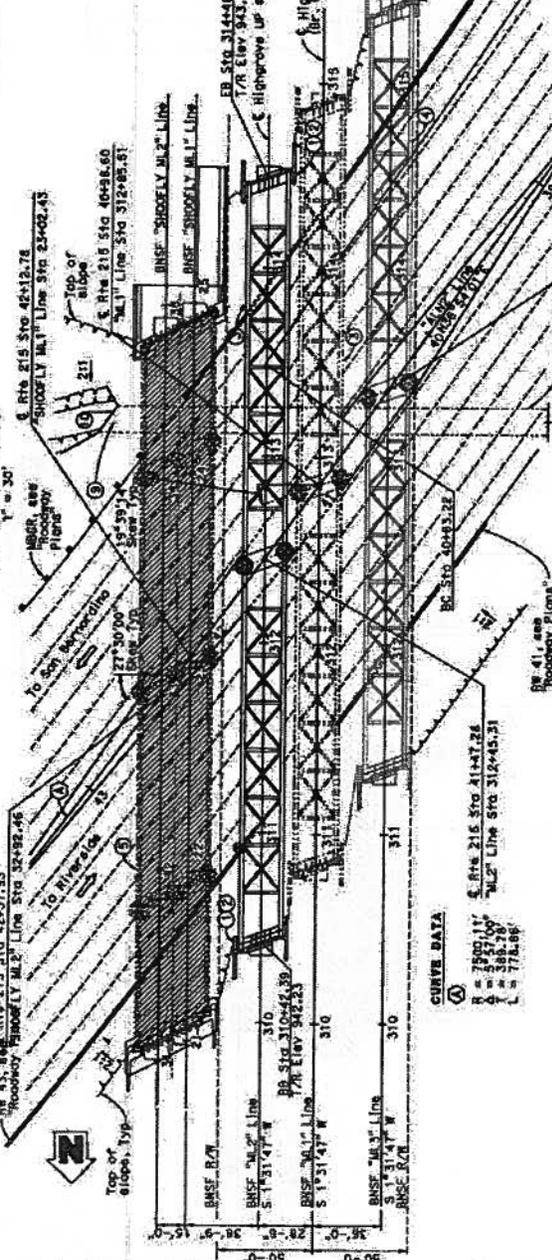
- BNSF Burlington Northern and Santa Fe Railway (Bridge Owner)
- UP Underpass
- R/R Right of Way
- T/R Top of Rail

Lifting Weight for 4 panels of Truss (200'-0")=270,0kips

For Typical Section, see "GENERAL PLAN NO. 2" sheet.
For General Notes and Lines to Plans, see "INDEX TO PLANS" sheet.
For File Data Table and Quantities, see "GENERAL PLAN NO. 2" sheet.



ELEVATION



PLAN

1" = 30'

STATE OF CALIFORNIA		DEPARTMENT OF TRANSPORTATION	
DESIGN BRANCH 10		HIGHGROVE UNDERPASS #2	
GENERAL PLAN NO. 1		GENERAL PLAN NO. 2	
DESIGNER	DATE	PROJECT NUMBER	CONTRACT NUMBER
JAMES J. JAMES	4-08-32	DR 138c	E15
ENGINEER	DATE	SHEET NO.	TOTAL SHEETS
JAMES J. JAMES	4-08-32	1	1

NOTE: THE CONTRACTOR SHALL VERIFY ALL THE DIMENSIONS OF THE STRUCTURE BEFORE ORDERING OR FABRICATING ANY MATERIAL.

COUNTY	MOBILE	PROJECT NO.	215
DIST.	215	TOTAL SHEETS	1
DATE	4-11-11	DATE	4-11-11
PLANS APPROVAL DATE: _____ I am a duly licensed Professional Engineer in the State of Alabama and I hereby certify that I am the author of the design of the structure shown on this plan and that I am a duly licensed Professional Engineer in the State of Alabama.			

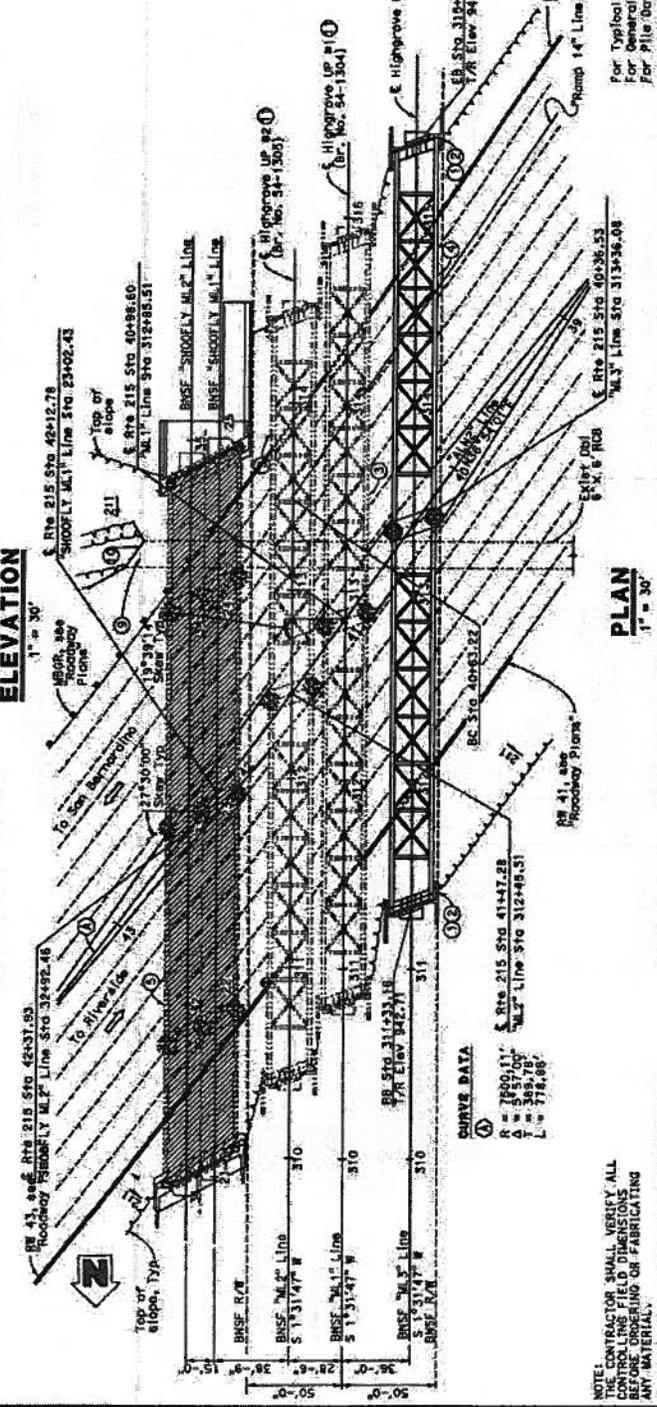
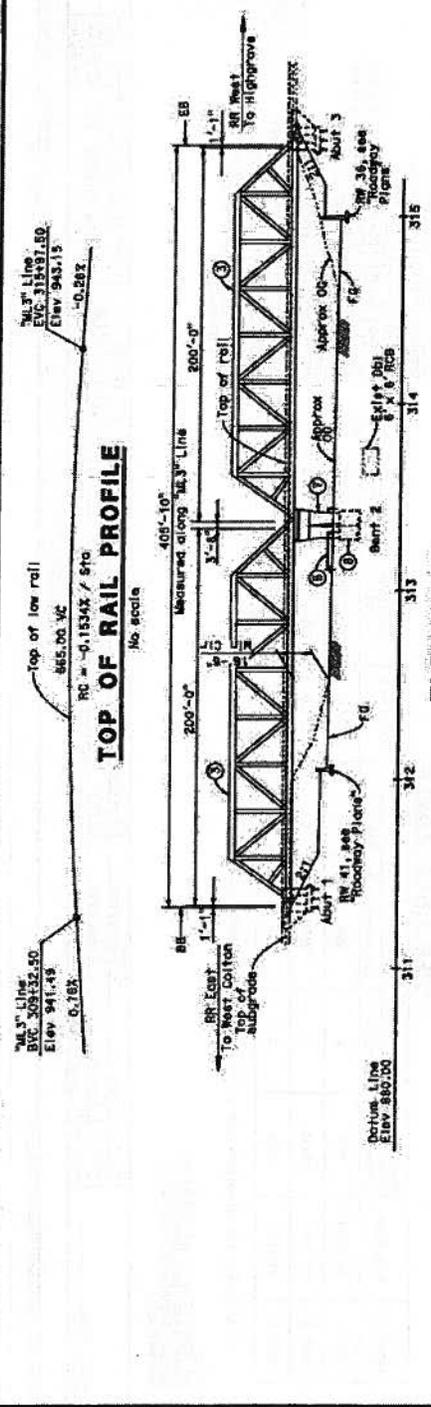
LEGEND:

- Indicates new construction
- Indicates existing structure
- ▨ Limits of bridge removal after construction of Replacement Bridges.
- ① Point of minimum vertical clearance
- Indicates Direction of Traffic

- NOTES:**
- ① Paint "BR. NO. 54-1304"
 - ② Paint "HIGHGROVE UP #1"
 - ③ Steel Through Truss, Replacement Structure
 - ④ Future BMSF "M.S." Construction
 - ⑤ Steel Through Girder, Highgrove UP (Sheet 15)
 - ⑥ Concrete Barrier Type 606, see "Roadway Plans"
 - ⑦ 6"-0" Dia. Column
 - ⑧ 6"-0" Dia. CIMH Staff
 - ⑨ RCP Extension
 - ⑩ Grand Terrace Storm Drain
 - ⑪ For details of Highgrove #1 and Highgrove #2, see separate structure plans.

ABBREVIATIONS:

BMSF Burlington Railroad and Santa Fe Railway (Bridge Center)
 UP Underpass
 R/W Right of Way
 T/R Top of Rail



PLAN
 1" = 30'

CURVE DATA

① R = 7800.11', Sta 41+47.28
 Δ = 547.00'
 T = 369.78'
 L = 178.86'

② R = 215 Sta 40+36.53
 M.S. Line Sta 310+48.03

③ R = 41, 422 Roadway Plans

NOTE:
 THE CONTRACTOR SHALL VERIFY ALL CONTROL LINE FIELD DIMENSIONS PRIOR TO ORDERING OR FABRICATING ANY MATERIAL.

DESIGNED BY	J. J. ADAMS	CHECKED BY	J. J. ADAMS
DRAWN BY	J. J. ADAMS	APPROVED BY	J. J. ADAMS
DATE	4-11-11	PROJECT NO.	215
SHEET NO.	1	TOTAL SHEETS	1

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 DESIGN BRANCH 10

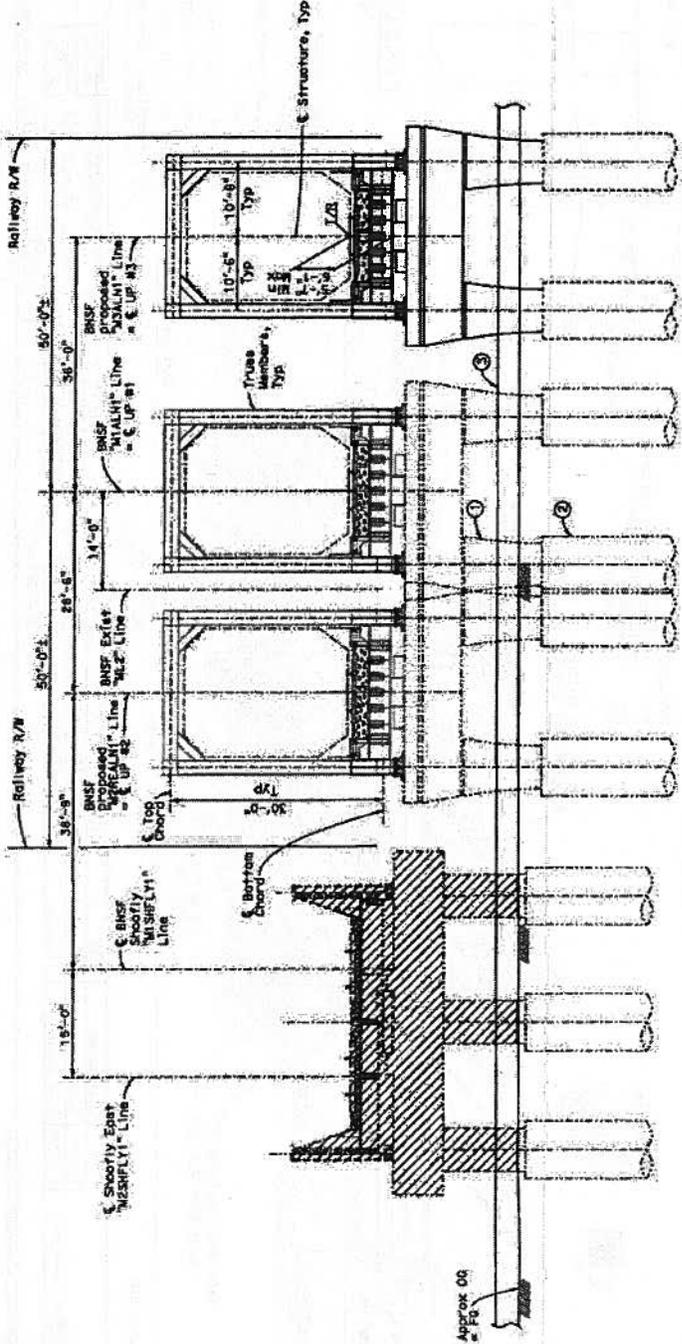
HIGHGROVE UNDERPASS #3
GENERAL PLAN NO. 1

PROJECT NO. 215 CONTRACT NO. 10-10-0011
 SHEET NO. 1 OF 1

DIST	COUNTY	ROUTE	TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
08	SBD	215			

DATE: 1-11-11
 REGISTERED CIVIL ENGINEER
 LICENSE NO. 45823
 EXPIRES 12/31/12

PLEASE PRINT NAME, ADDRESS, PHONE NO., AND DATE OF BIRTH OF ARCHITECT OR ENGINEER.
 THE ARCHITECT OR ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION AND FOR THE ADEQUACY OF THE DESIGN.
 THE ARCHITECT OR ENGINEER SHALL BE RESPONSIBLE FOR THE ADEQUACY OF THE DESIGN.



TYPICAL SECTION
 $3/4" = 1'-0"$

PILE DATA TABLE

Location	Pile Type	Design Loading (NSP) (kips)		Nominal Resistance (kips)		Cut-off Elevation (ft)	Design Tip Elevation (ft)	Specified Tip Elevation (ft)
		Compression	Tension	Compression	Tension			
Abut 1	24" CIDH	200	0	200	0	924.0	894.0 (a)	894.0
Span 2	96" CIDH	2400	0	2400	0	919.0	822.0 (a)	822.0
Abut 3	24" CIDH	200	0	200	0	924.9	897.0 (a)	897.0

NOTE: Design tip elevations are controlled by the following demands: (a) Compression

NOTE:
 THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.

QUANTITIES

- STRUCTURE EXCAVATION (BRIDGE)
- STRUCTURE BACKFILL (BRIDGE)
- 24" CAST-IN-DRILLED-HOLE CONCRETE PILING
- 96" CAST-IN-DRILLED-HOLE CONCRETE PILING
- STRUCTURAL CONCRETE, BRIDGE FOOTING
- STRUCTURAL CONCRETE, BRIDGE
- BEARING CAPS, BRIDGE
- WATERPROOFING AND COVER
- FURNISH STRUCTURAL STEEL (BRIDGE)
- ERECT STRUCTURAL STEEL (BRIDGE)
- CLEAN AND PAINT STRUCTURAL STEEL
- MISCELLANEOUS METAL (BRIDGE)
- PIPE HANDRAILING

628	CY	STRUCTURE EXCAVATION (BRIDGE)
271	CY	STRUCTURE BACKFILL (BRIDGE)
1,223	LF	24" CAST-IN-DRILLED-HOLE CONCRETE PILING
186	LF	96" CAST-IN-DRILLED-HOLE CONCRETE PILING
100	CY	STRUCTURAL CONCRETE, BRIDGE FOOTING
288	CY	STRUCTURAL CONCRETE, BRIDGE
4	EA	BEARING CAPS, BRIDGE
470.756	SQFT	WATERPROOFING AND COVER
6,452	LB	FURNISH STRUCTURAL STEEL (BRIDGE)
2,065,397	LB	ERECT STRUCTURAL STEEL (BRIDGE)
2,066,397	LB	CLEAN AND PAINT STRUCTURAL STEEL
LUMP SUM		MISCELLANEOUS METAL (BRIDGE)
27,923	LB	PIPE HANDRAILING
611	LF	

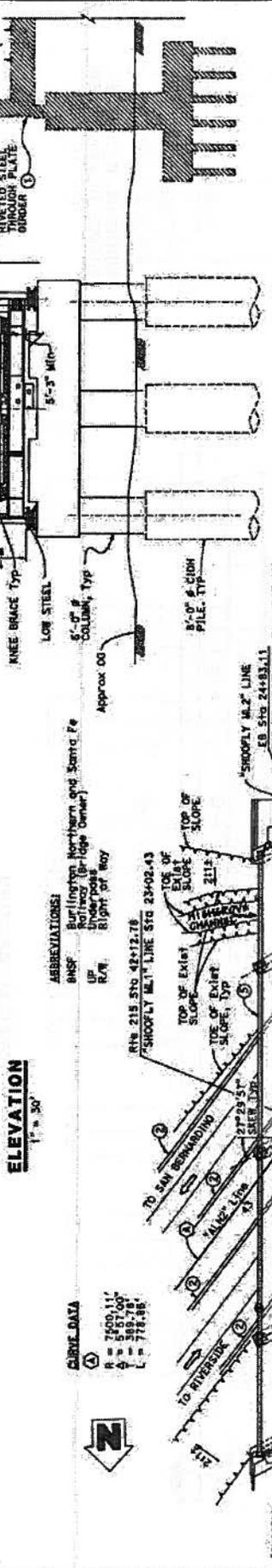
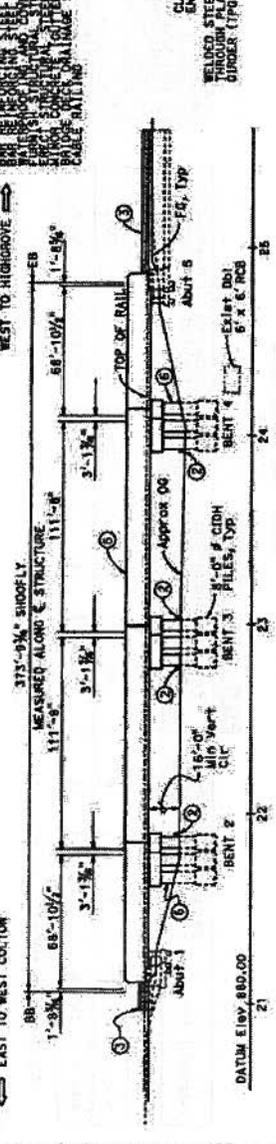
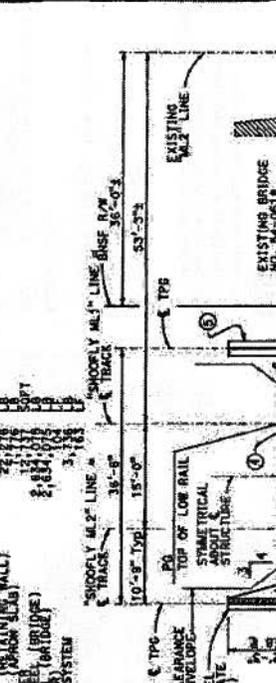
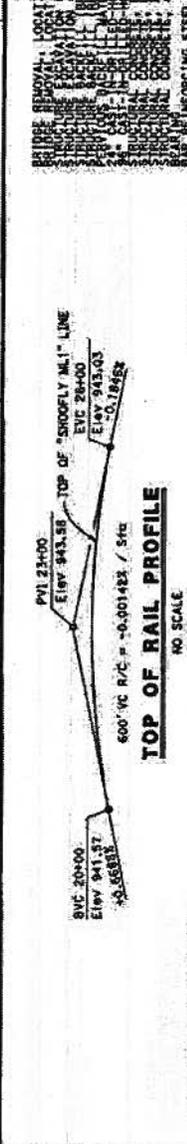
LEGEND:

- Indicates new construction
 - Indicates existing structure
 - Indicates bridge removal after construction of Replacement Bridge
- NOTES:
 1 6'-0" Dia Column
 2 8'-0" Dia CIDH Shaft
 3 Concrete Pier for Type 605, see Roadway Plans
- ABBREVIATIONS:
 BNSF Burlington Northern, and Santa Fe
 UP Union Pacific
 R/R Railway (Bridge Owner)
 Light of Day Light of Day
 Top of Rail

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION		DESIGN BRANCH 10		PROJECT NUMBER & PHASE: 08-08-08-01		CONTRACT NO.: 08-08-01	
HIGHGROVE UNDERPASS #3		GENERAL PLAN NO. 2		SHEET NO. 2		TOTAL SHEETS 2	
DATE: 1-11-11		DRAWN BY: [Signature]		CHECKED BY: [Signature]		DATE: 1-11-11	

SHEET	COUNTY	ROUTE	POST MILE	SECTION
08	SBA	215		
APPROVED FOR THE STATE OF CALIFORNIA REGISTERED CIVIL ENGINEER DATE 5-9-11 LICENSE NO. 44823 LARRY R. BROWN				
PLANS APPROVAL DATE THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS SAN FRANCISCO OFFICE 1201 MARKET STREET, SUITE 100 SAN FRANCISCO, CALIFORNIA 94102				

QUANTITIES	
BRIDGE REMOVAL - LOCATION 1	1.00
BRIDGE REMOVAL - LOCATION 2	1.00
BRIDGE REMOVAL - LOCATION 3	1.00
BRIDGE REMOVAL - LOCATION 4	1.00
BRIDGE REMOVAL - LOCATION 5	1.00
BRIDGE REMOVAL - LOCATION 6	1.00
BRIDGE REMOVAL - LOCATION 7	1.00
BRIDGE REMOVAL - LOCATION 8	1.00
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BRIDGE REMOVAL - LOCATION 10	1.00
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BRIDGE REMOVAL - LOCATION 47	1.00
BRIDGE REMOVAL - LOCATION 48	1.00
BRIDGE REMOVAL - LOCATION 49	1.00
BRIDGE REMOVAL - LOCATION 50	1.00



LEGEND:

- Indicates new construction
- Indicates existing structure
- Limits of Bridge Removal
- Point of minimum vertical clearance
- Indicates direction of traffic
- Indicates direction of flow

NOTES:

- Existing underpass is to remain operational during construction of shrooily underpass
- K-Rail, see "ROAD PLANS"
- Cable Railing
- Bolts and track work, see "ROAD PLANS"
- Clean and paint structural steel
- Paint "B" No. 54-13068"
- For additional underpass, bridge foundation, floor slabs, and "ROAD PLANS"

ABBREVIATIONS:

BNSF Burlington Northern and Santa Fe Railway (Bridge Owner)
 UP Union Pacific
 R/W Right of Way

CURVE DATA

① R = 2500.11'
 Δ = 58.73°
 L = 778.48'

ABBREVIATIONS:

BNSF BNSF R/W
 UP UP R/W
 R/W Right of Way

ABBREVIATIONS:

BNSF BNSF R/W
 UP UP R/W
 R/W Right of Way

STATE OF CALIFORNIA		DESIGN BRANCH 10		HIGHGROVE UP (SHROOFLY)	
DEPARTMENT OF TRANSPORTATION		GENERAL PLAN		GENERAL PLAN	
DATE	BY	DATE	BY	DATE	BY
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03/15/19	J. SHANK	03/15/19	J. SHANK	03/	

Exhibit B

Temporary Construction License

See attached

Not Included

EXHIBIT "A1"
To Temporary Construction License
(LEGAL DESCRIPTION)

RECORDING REQUESTED BY

When Recorded Mail To

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
464 W. 4th STREET, 6th FLOOR
SAN BERNARDINO, CA 92401-1400
Attention C. Camarillo – MS 650

FREE RECORDING:

This instrument is for the benefit of The State of California, and is entitled to be recorded without fee or tax. (Govt. Code 6103, 27383 and Rev. & Tax Code 11922)

Space above this line for Recorder's Use

**EASEMENT DEED
CORPORATION
(TEMPORARY)**

District	County	Route	Post mile	Number
08	SBd	215	0.39	22391-1

hereinafter RAILROAD, grants to the STATE OF CALIFORNIA, Department of Transportation, a public agency, its successors and assigns, hereinafter STATE, a non-exclusive easement for the purpose of constructing, reconstructing, upgrading, replacing, removing, inspecting, maintaining, repairing and operating an overhead bridge and highway for use as a public crossing, along with all necessary supporting columns, footings and appurtenances thereto (collectively, Structure), together with all abutter's rights of access to and from RAILROAD's remaining property to the Structure, being upon, under, over and across that certain real property in the _____, County of _____ State of California, described as follows:

See Exhibit A, attached.

Said public crossing being considered a compatible public use, within the meaning of California Code of Civil Procedure section 1240.510, which shall not unreasonably interfere with RAILROAD's Interstate Transportation obligations, as regulated by the Surface Transportation Board or by any successor agency.

RAILROAD further grants to STATE the non-exclusive right of ingress to and egress from the easement over and across RAILROAD's remaining property, subject to advance notification and coordination with RAILROAD to ensure safety and the compatibility of the RAILROAD's remaining property for such ingress and egress (which coordination by RAILROAD shall not be unreasonably withheld).

RESERVING unto RAILROAD, its successors and assigns, all rights in and to the airspace at an elevation higher than a plane parallel with and 30 feet above the roadway surface of said Structure as originally constructed, provided, that the use of such space shall not interfere with the enjoyment, safety and compatibility of said easement.

ALSO RESERVING unto RAILROAD, its successors and assigns, the general right to use and enjoy the area of land under said Structure hereinabove described. The general right to use and enjoy said land by RAILROAD, its successors and assigns, shall however, be subject to the following limitations and conditions:

1. No use may be made of the area of land within the easement hereinbefore described which would impair the full use and safety of said Structure, or would otherwise interfere with the free flow of traffic thereon or would unreasonably impair the maintenance thereof.
2. No use may be made of the area of land within the easement hereinbefore described for the manufacture or storage of flammable, volatile, explosive or corrosive substances, and such substances shall not be brought onto said land except in such quantities as are normally required for the maintenance operations of occupants of said land and except as may be transported by rail or

Number
22391-1

pipelines. Installation of any pipelines carrying volatile substances shall have the written approval of the STATE as to the safety and compatibility with said easement and such discretion shall not be exercised in a capricious or arbitrary manner. The use of any such substances shall be in conformance with all applicable code requirements.

3. No hazardous or unreasonably objectionable smoke, fumes, vapors, dust or odors shall be permitted, which would adversely affect the use or maintenance of said Structure or the traveling public thereon.
4. No building of combustible construction shall hereafter be constructed on the area of land within the easement hereinbefore described. The STATE shall be given the opportunity to review and approve plans for any construction within said easement area 60 days prior to said construction. No buildings, no permanent structures, and no advertising displays, may be constructed within 8 feet of the undersides nor within 15 feet (measured horizontally) of the sides of said Structure without the express written approval of the STATE. The STATE shall have the discretion to determine whether such proposed construction will be inimical to or incompatible with the full enjoyment of the public rights in the easement or against the public interest, but such discretion shall not be exercised in a capricious or arbitrary manner.
5. No drilling, mining, or exploring for any oil, mineral, natural gas, or other hydrocarbons by whatsoever name known that may be within the area of land through the surface or the upper 100 feet of the subsurface of the area of land within the easement hereinbefore described or otherwise in such manner as to endanger the safety of the Structure.

The RAILROAD, for itself, its successors and assigns, hereby waives any claim for any and all damages to the value of RAILROAD's remaining property contiguous to the easement hereby conveyed by reason of the location, construction or maintenance of said public crossing.

In WITNESS WHEREOF, the RAILROAD has caused this instrument to be duly executed this _____ day of _____, 20_____.

By _____
President

By _____
Secretary

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand
this _____ day of _____, 20_____.

Director of Transportation

By _____
Attorney in Fact

Number
22391-1

State of California }
County of _____ } ss

ACKNOWLEDGMENT

On _____ before me, _____
(Date) (Name of Notary Public, Title)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Above area for official notary seal



EXHIBIT "A"

That portion of Section 6, Township 2 South, Range 4 West, SAN BERNARDINO MERIDIAN, in the City of Grand Terrace, County of San Bernardino, State of California, according to the official plat thereof, being a 100 foot wide strip of land as described in a deed recorded May 2, 1882 in Book 29, page 37 of Deeds, records of said County.

EXCEPTING therefrom that portion of said 100 foot wide strip lying North of a line parallel with and 10.00 feet southerly measured at right angles to the southeasterly line of that certain parcel of land described in a deed to the State of California, recorded July 24, 1958 in Book 4562, page 91 of said Official records.

Also **EXCEPTING** therefrom the South 33 feet as conveyed in a deed to the County of San Bernardino in Book 111, Page 94 of Deeds recorded March 24, 1890 in said Official records.

All rights granted herein shall terminate on May 19, 2015.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.9999594 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature:

Kyle G. Esgate
Professional Land Surveyor

Date:

June 5, 2012



RECORDING REQUESTED BY

When Recorded Mail To

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
464 W. 4th STREET, 6th FLOOR
SAN BERNARDINO, CA 92401-1400
Attention C. Camarillo – MS 650

FREE RECORDING:

This instrument is for the benefit of The State of California, and is entitled to be recorded without fee or tax. (Govt. Code 6103, 27383 and Rev. & Tax Code 11922)

Space above this line for Recorder's Use

**EASEMENT DEED
CORPORATION
(TEMPORARY)**

District	County	Route	Post mile	Number
08	SBd	215	0.83	22391-2

hereinafter RAILROAD, grants to the STATE OF CALIFORNIA, Department of Transportation, a public agency, its successors and assigns, hereinafter STATE, a non-exclusive easement for the purpose of constructing, reconstructing, upgrading, replacing, removing, inspecting, maintaining, repairing and operating an overhead bridge and highway for use as a public crossing, along with all necessary supporting columns, footings and appurtenances thereto (collectively, Structure), together with all abutter's rights of access to and from RAILROAD's remaining property to the Structure, being upon, under, over and across that certain real property in the _____, County of _____ State of California, described as follows:

See Exhibit A, attached.

Said public crossing being considered a compatible public use, within the meaning of California Code of Civil Procedure section 1240.510, which shall not unreasonably interfere with RAILROAD's Interstate Transportation obligations, as regulated by the Surface Transportation Board or by any successor agency.

RAILROAD further grants to STATE the non-exclusive right of ingress to and egress from the easement over and across RAILROAD's remaining property, subject to advance notification and coordination with RAILROAD to ensure safety and the compatibility of the RAILROAD's remaining property for such ingress and egress (which coordination by RAILROAD shall not be unreasonably withheld).

RESERVING unto RAILROAD, its successors and assigns, all rights in and to the airspace at an elevation higher than a plane parallel with and 30 feet above the roadway surface of said Structure as originally constructed, provided, that the use of such space shall not interfere with the enjoyment, safety and compatibility of said easement.

ALSO RESERVING unto RAILROAD, its successors and assigns, the general right to use and enjoy the area of land under said Structure hereinabove described. The general right to use and enjoy said land by RAILROAD, its successors and assigns, shall however, be subject to the following limitations and conditions:

1. No use may be made of the area of land within the easement hereinbefore described which would impair the full use and safety of said Structure, or would otherwise interfere with the free flow of traffic thereon or would unreasonably impair the maintenance thereof.
2. No use may be made of the area of land within the easement hereinbefore described for the manufacture or storage of flammable, volatile, explosive or corrosive substances, and such substances shall not be brought onto said land except in such quantities as are normally required for the maintenance operations of occupants of said land and except as may be transported by rail or

Number
22391-2

pipelines. Installation of any pipelines carrying volatile substances shall have the written approval of the STATE as to the safety and compatibility with said easement and such discretion shall not be exercised in a capricious or arbitrary manner. The use of any such substances shall be in conformance with all applicable code requirements.

3. No hazardous or unreasonably objectionable smoke, fumes, vapors, dust or odors shall be permitted, which would adversely affect the use or maintenance of said Structure or the traveling public thereon.
4. No building of combustible construction shall hereafter be constructed on the area of land within the easement hereinbefore described. The STATE shall be given the opportunity to review and approve plans for any construction within said easement area 60 days prior to said construction. No buildings, no permanent structures, and no advertising displays, may be constructed within 8 feet of the undersides nor within 15 feet (measured horizontally) of the sides of said Structure without the express written approval of the STATE. The STATE shall have the discretion to determine whether such proposed construction will be inimical to or incompatible with the full enjoyment of the public rights in the easement or against the public interest, but such discretion shall not be exercised in a capricious or arbitrary manner.
5. No drilling, mining, or exploring for any oil, mineral, natural gas, or other hydrocarbons by whatsoever name known that may be within the area of land through the surface or the upper 100 feet of the subsurface of the area of land within the easement hereinbefore described or otherwise in such manner as to endanger the safety of the Structure.

The RAILROAD, for itself, its successors and assigns, hereby waives any claim for any and all damages to the value of RAILROAD's remaining property contiguous to the easement hereby conveyed by reason of the location, construction or maintenance of said public crossing.

In WITNESS WHEREOF, the RAILROAD has caused this instrument to be duly executed this _____ day of _____, 20 _____.

 By _____
 President

By _____
 Secretary

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20 _____.

 Director of Transportation

By _____
 Attorney in Fact

Number
22391-2

State of California

County of _____

} ss

ACKNOWLEDGMENT

On _____ before me, _____
(Date) (Name of Notary Public, Title)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Above area for official notary seal



EXHIBIT "A"

Those portions of Section 6, Township 2 South, Range 4 West, SAN BERNARDINO MERIDIAN according to the official plat thereof, in the City of Colton, County of San Bernardino, State of California, Lots 12 and 13 of the Rosedale Tract recorded in Book 12 of Maps at page 41 thereof records of said County, and the Jurupa Rancho, described as follow:

That portion of that certain 100.00 foot strip as described in a deed to Atchison, Topeka and Santa Fe Railway Company recorded May 2, 1882, in Book 29, page 37 of Deeds, records of said County, lying northerly of a line parallel with and 35.00 northerly, measured at right angle from the northerly line of that certain parcel of land as described in an easement to the State of California recorded July 24, 1958 in Book 4562, page 91 of Official Records of said County.

TOGETHER WITH that certain 10.00 foot strip of land as described in a deed to the Atchison, Topeka and Santa Fe Railway Company recorded December 7, 1943 in Book 1647, page 32 of Official Records of said County.

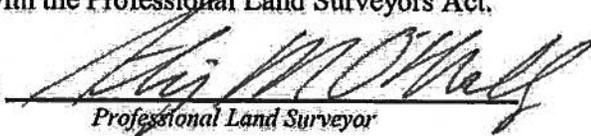
ALSO TOGETHER WITH that certain 120.00 foot strip A.T.& S.F. railroad right of way as depicted adjacent to Parcels 3, 4, and 5 of Parcel Map No. 7346 on file in Book 79 of Parcel maps at pages 97 and 98 thereof records of said County extending southerly to a the centerline of De Berry Street and northerly 164.50 feet from the northerly terminus of the Westerly line of said Parcel.

All rights granted herein shall terminate on May 19, 2015.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.9999594 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature:


Professional Land Surveyor

Date: June 5, 2012



08-SBd 215-PM 0.83-22391 (22391-2)

RECORDING REQUESTED BY

When Recorded Mail To

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
464 W. 4th STREET, 6th FLOOR
SAN BERNARDINO, CA 92401-1400
Attention C. Camarillo – MS 650

FREE RECORDING:

This instrument is for the benefit of The State of California, and is entitled to be recorded without fee or tax. (Govt. Code 6103, 27383 and Rev. & Tax Code 11922)

Space above this line for Recorder's Use

**EASEMENT DEED
CORPORATION**

District	County	Route	Post mile	Number
08	SBd	215	0.63	22391-3

hereinafter RAILROAD, grants to the STATE OF CALIFORNIA, Department of Transportation, a public agency, its successors and assigns, hereinafter STATE, a non-exclusive easement for the purpose of constructing, reconstructing, upgrading, replacing, removing, inspecting, maintaining, repairing and operating an overhead bridge and highway for use as a public crossing, along with all necessary supporting columns, footings and appurtenances thereto (collectively, Structure), together with all abutter's rights of access to and from RAILROAD's remaining property to the Structure, being upon, under, over and across that certain real property in the _____, County of _____ State of California, described as follows:

See Exhibit A, attached.

Said public crossing being considered a compatible public use, within the meaning of California Code of Civil Procedure section 1240.510, which shall not unreasonably interfere with RAILROAD's Interstate Transportation obligations, as regulated by the Surface Transportation Board or by any successor agency.

RAILROAD further grants to STATE the non-exclusive right of ingress to and egress from the easement over and across RAILROAD's remaining property, subject to advance notification and coordination with RAILROAD to ensure safety and the compatibility of the RAILROAD's remaining property for such ingress and egress (which coordination by RAILROAD shall not be unreasonably withheld).

RESERVING unto RAILROAD, its successors and assigns, all rights in and to the airspace at an elevation higher than a plane parallel with and 30 feet above the roadway surface of said Structure as originally constructed, provided, that the use of such space shall not interfere with the enjoyment, safety and compatibility of said easement.

ALSO RESERVING unto RAILROAD, its successors and assigns, the general right to use and enjoy the area of land under said Structure hereinabove described. The general right to use and enjoy said land by RAILROAD, its successors and assigns, shall however, be subject to the following limitations and conditions:

1. No use may be made of the area of land within the easement hereinbefore described which would impair the full use and safety of said Structure, or would otherwise interfere with the free flow of traffic thereon or would unreasonably impair the maintenance thereof.
2. No use may be made of the area of land within the easement hereinbefore described for the manufacture or storage of flammable, volatile, explosive or corrosive substances, and such substances shall not be brought onto said land except in such quantities as are normally required for the maintenance operations of occupants of said land and except as may be transported by rail or

Number
22391-3

pipelines. Installation of any pipelines carrying volatile substances shall have the written approval of the STATE as to the safety and compatibility with said easement and such discretion shall not be exercised in a capricious or arbitrary manner. The use of any such substances shall be in conformance with all applicable code requirements.

3. No hazardous or unreasonably objectionable smoke, fumes, vapors, dust or odors shall be permitted, which would adversely affect the use or maintenance of said Structure or the traveling public thereon.
4. No building of combustible construction shall hereafter be constructed on the area of land within the easement hereinbefore described. The STATE shall be given the opportunity to review and approve plans for any construction within said easement area 60 days prior to said construction. No buildings, no permanent structures, and no advertising displays, may be constructed within 8 feet of the undersides nor within 15 feet (measured horizontally) of the sides of said Structure without the express written approval of the STATE. The STATE shall have the discretion to determine whether such proposed construction will be inimical to or incompatible with the full enjoyment of the public rights in the easement or against the public interest, but such discretion shall not be exercised in a capricious or arbitrary manner.
5. No drilling, mining, or exploring for any oil, mineral, natural gas, or other hydrocarbons by whatsoever name known that may be within the area of land through the surface or the upper 100 feet of the subsurface of the area of land within the easement hereinbefore described or otherwise in such manner as to endanger the safety of the Structure.

The RAILROAD, for itself, its successors and assigns, hereby waives any claim for any and all damages to the value of RAILROAD's remaining property contiguous to the easement hereby conveyed by reason of the location, construction or maintenance of said public crossing.

In WITNESS WHEREOF, the RAILROAD has caused this instrument to be duly executed this _____ day of _____, 20____.

 By _____
 President

By _____
 Secretary

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand
 this _____ day of _____, 20____.

 Director of Transportation
 By _____
 Attorney in Fact

Number
22391-3

State of California

ACKNOWLEDGMENT

County of _____ } ss

On _____ before me, _____,
(Date) (Name of Notary Public, Title)

personally appeared _____

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

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

WITNESS my hand and official seal.

 Signature of Notary Public

Above area for official notary seal



EXHIBIT "A"

That portion of Section 6, Township 2 South, Range 4 West, SAN BERNARDINO MERIDIAN, in the City of Grand Terrace, County of San Bernardino, State of California, according to the official plat thereof, being a 100 foot wide strip of land as described in a deed recorded May 2, 1882 in Book 29, page 37 of Deeds, records of said County described as follows:

That portion of said 100 foot wide strip lying north of a line parallel with and 35.00 feet northerly measured at right angles to the northwesterly line of that certain parcel of land described in a deed to the State of California, recorded July 24, 1958 in Book 4562, page 91 of Official Records of said county.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.9999594 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: *Kyle G. Esgate*
Professional Land Surveyor

Date: June 5, 2012



RECORDING REQUESTED BY

When Recorded Mail To

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
464 W. 4th STREET, 6th FLOOR
SAN BERNARDINO, CA 92401-1400
Attention C. Camarillo – MS 650

FREE RECORDING:

This instrument is for the benefit of The State of California, and is entitled to be recorded without fee or tax. (Govt. Code 6103, 27383 and Rev. & Tax Code 11922)

Space above this line for Recorder's Use

**EASEMENT DEED
CORPORATION**

District	County	Route	Post mile	Number
08	SBd	215	0.57	22391-4

hereinafter RAILROAD, grants to the STATE OF CALIFORNIA, Department of Transportation, a public agency, its successors and assigns, hereinafter STATE, a non-exclusive easement for the purpose of constructing, reconstructing, upgrading, replacing, removing, inspecting, maintaining, repairing and operating an overhead bridge and highway for use as a public crossing, along with all necessary supporting columns, footings and appurtenances thereto (collectively, Structure), together with all abutter's rights of access to and from RAILROAD's remaining property to the Structure, being upon, under, over and across that certain real property in the _____, County of _____ State of California, described as follows:

See Exhibit A, attached.

Said public crossing being considered a compatible public use, within the meaning of California Code of Civil Procedure section 1240.510, which shall not unreasonably interfere with RAILROAD's Interstate Transportation obligations, as regulated by the Surface Transportation Board or by any successor agency.

RAILROAD further grants to STATE the non-exclusive right of ingress to and egress from the easement over and across RAILROAD's remaining property, subject to advance notification and coordination with RAILROAD to ensure safety and the compatibility of the RAILROAD's remaining property for such ingress and egress (which coordination by RAILROAD shall not be unreasonably withheld).

RESERVING unto RAILROAD, its successors and assigns, all rights in and to the airspace at an elevation higher than a plane parallel with and 30 feet above the roadway surface of said Structure as originally constructed, provided, that the use of such space shall not interfere with the enjoyment, safety and compatibility of said easement.

ALSO RESERVING unto RAILROAD, its successors and assigns, the general right to use and enjoy the area of land under said Structure hereinabove described. The general right to use and enjoy said land by RAILROAD, its successors and assigns, shall however, be subject to the following limitations and conditions:

1. No use may be made of the area of land within the easement hereinbefore described which would impair the full use and safety of said Structure, or would otherwise interfere with the free flow of traffic thereon or would unreasonably impair the maintenance thereof.
2. No use may be made of the area of land within the easement hereinbefore described for the manufacture or storage of flammable, volatile, explosive or corrosive substances, and such substances shall not be brought onto said land except in such quantities as are normally required for the maintenance operations of occupants of said land and except as may be transported by rail or

Number
22391-4

pipelines. Installation of any pipelines carrying volatile substances shall have the written approval of the STATE as to the safety and compatibility with said easement and such discretion shall not be exercised in a capricious or arbitrary manner. The use of any such substances shall be in conformance with all applicable code requirements.

3. No hazardous or unreasonably objectionable smoke, fumes, vapors, dust or odors shall be permitted, which would adversely affect the use or maintenance of said Structure or the traveling public thereon.
4. No building of combustible construction shall hereafter be constructed on the area of land within the easement hereinbefore described. The STATE shall be given the opportunity to review and approve plans for any construction within said easement area 60 days prior to said construction. No buildings, no permanent structures, and no advertising displays, may be constructed within 8 feet of the undersides nor within 15 feet (measured horizontally) of the sides of said Structure without the express written approval of the STATE. The STATE shall have the discretion to determine whether such proposed construction will be inimical to or incompatible with the full enjoyment of the public rights in the easement or against the public interest, but such discretion shall not be exercised in a capricious or arbitrary manner.
5. No drilling, mining, or exploring for any oil, mineral, natural gas, or other hydrocarbons by whatsoever name known that may be within the area of land through the surface or the upper 100 feet of the subsurface of the area of land within the easement hereinbefore described or otherwise in such manner as to endanger the safety of the Structure.

The RAILROAD, for itself, its successors and assigns, hereby waives any claim for any and all damages to the value of RAILROAD's remaining property contiguous to the easement hereby conveyed by reason of the location, construction or maintenance of said public crossing.

In WITNESS WHEREOF, the RAILROAD has caused this instrument to be duly executed this _____ day of _____, 20 _____.

By _____
President

By _____
Secretary

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand
this _____ day of _____, 20 _____.

Director of Transportation

By _____
Attorney in Fact

Number
22391-4

State of California

ACKNOWLEDGMENT

County of _____ } ss

On _____ before me, _____
(Date) (Name of Notary Public, Title)

personally appeared _____

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

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

WITNESS my hand and official seal.

 Signature of Notary Public

Above area for official notary seal



EXHIBIT "A"

That portion of Section 6, Township 2 South, Range 4 West, SAN BERNARDINO MERIDIAN, in the City of Grand Terrace, County of San Bernardino, State of California, according to the official plat thereof, being a 100 foot wide strip of land as described in a deed recorded May 2, 1882 in Book 29, page 37 of Deeds, records of said County described as follows:

That portion of said 100 foot wide strip lying south of a line parallel with and 10.00 feet southerly measured at right angles to the southeasterly line of that certain parcel of land described in a deed to the State of California, recorded July 24, 1958 in Book 4562, page 91 of Official Records of said county.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.9999594 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: _____

Kyle G. Esqate
Professional Land Surveyor

Date: _____

June 5, 2012

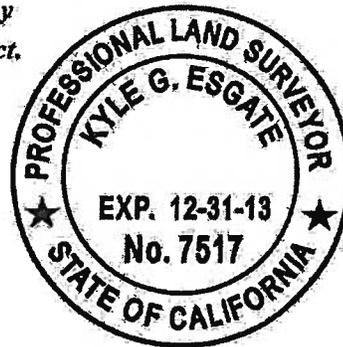


EXHIBIT "B2"
To Temporary Construction License
(PARCEL MAP)

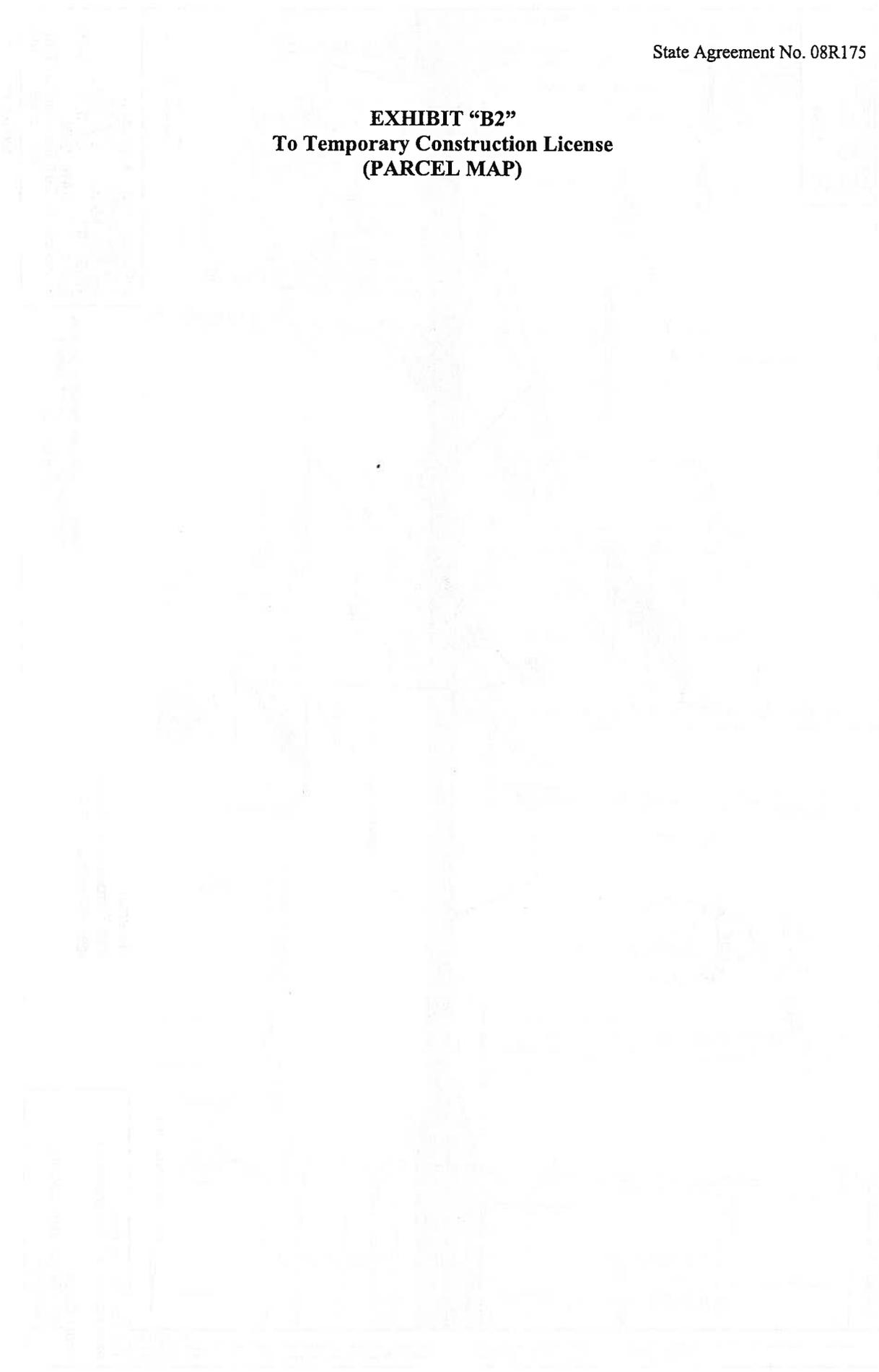
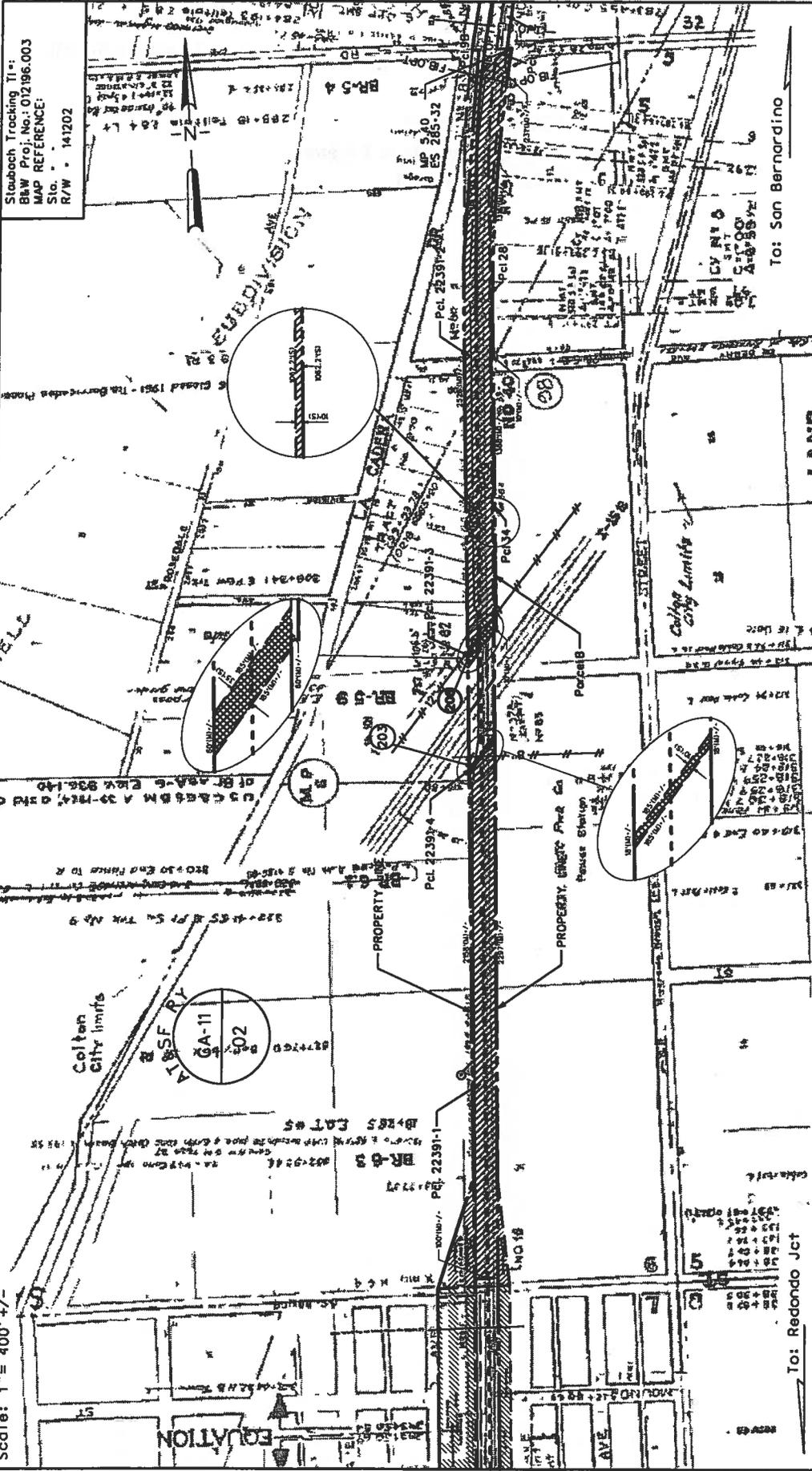


EXHIBIT "A"



This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding that the BNSF makes no representation whatsoever about the quality, accuracy, errors or omissions relating to this map.

Scale: 1" = 400' +/-

Staubach Tracking TI-
 B&W Proj. No.: 012196.003
 MAP REFERENCE:
 Sta. -
 R/W - 141202

To: San Bernardino
 California and LA Division
 San Bernardino Subdivision
 Val. Sec. 48060 - L.S. 7602-1
 AT&SF RY CA-11, Map S-02
 Sec. 6, T2S, R4W SBM
 December 2, 2011 Rev: 06/13/2012
 M.P. 5.66
 DES

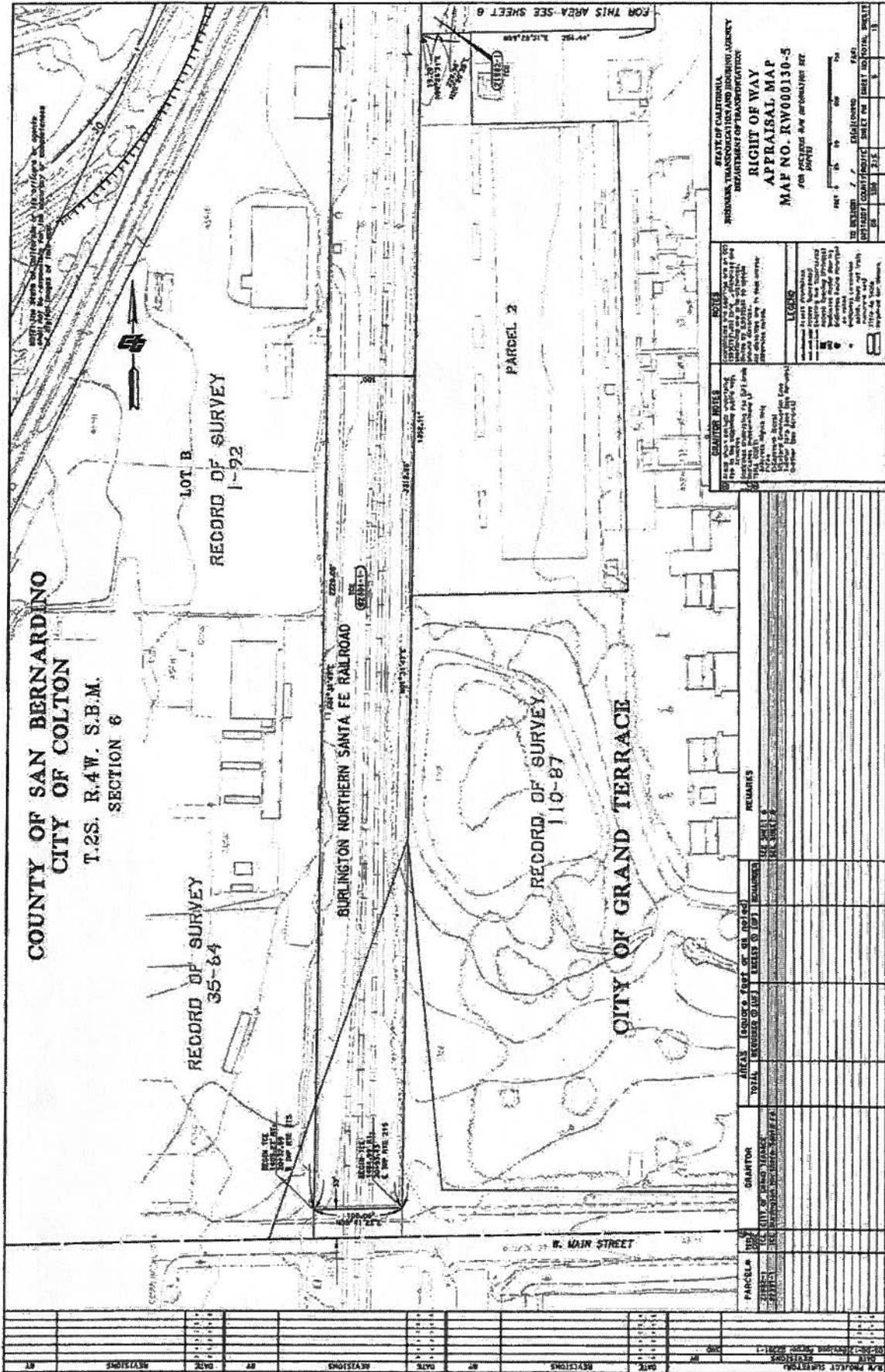
MEASUREMENTS BASED ON PROVIDED SURVEYS
 (S) MEASUREMENTS TAKEN OFF SURVEY
 (M) MEASUREMENT

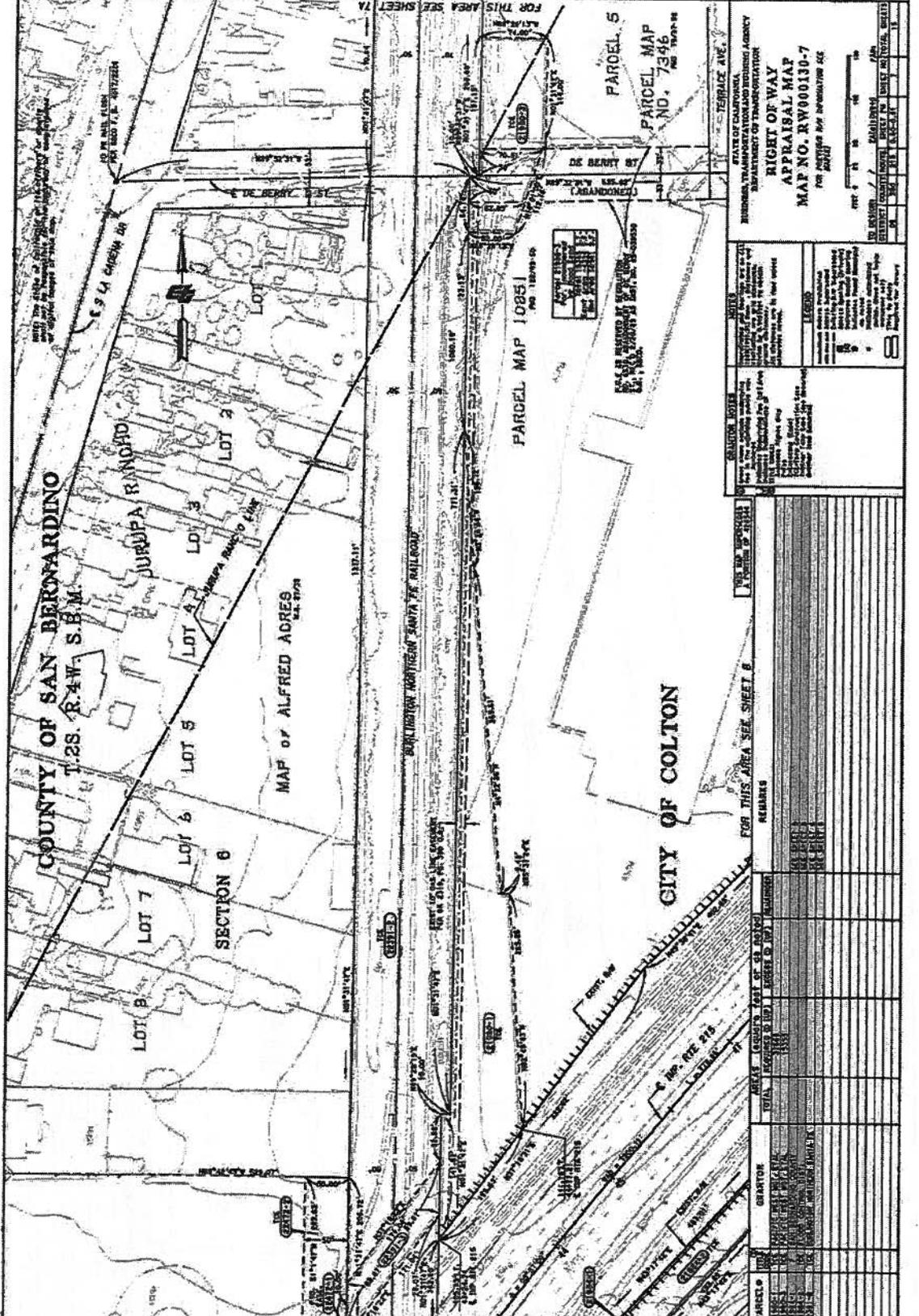
Legend:
 [Symbol] Temporary Easement
 [Symbol] Permanent Easement

To: San Bernardino
 Association of Governments
 Near: Colton
 San Bernardino County,
 California

To: Redondo Jct

DRAWING NO. 3-53328r-3





NO.	SECTION	TOWNSHIP	RANGE	DATE	REVISIONS
1	6	12S.	14W.	1911	
2	6	12S.	14W.	1911	
3	6	12S.	14W.	1911	
4	6	12S.	14W.	1911	
5	6	12S.	14W.	1911	
6	6	12S.	14W.	1911	
7	6	12S.	14W.	1911	
8	6	12S.	14W.	1911	
9	6	12S.	14W.	1911	

STATE OF CALIFORNIA
 DEPARTMENT OF REVENUE AND FINANCE
 BUREAU OF LAND VALUATION AND ASSESSMENT
**RIGHT OF WAY
 APPRAISAL MAP**
 MAP NO. RW000130-7
 FOR ASSESSOR AND INVESTOR USE

GENERAL NOTES
 1. This map is a reproduction of the original map on file in the office of the Assessor and is not to be used as a legal document.
 2. The Assessor is not responsible for the accuracy of the information shown on this map.
 3. The Assessor is not responsible for the accuracy of the information shown on this map.
 4. The Assessor is not responsible for the accuracy of the information shown on this map.
 5. The Assessor is not responsible for the accuracy of the information shown on this map.

NO.	SECTION	TOWNSHIP	RANGE	DATE	REVISIONS
1	6	12S.	14W.	1911	
2	6	12S.	14W.	1911	
3	6	12S.	14W.	1911	
4	6	12S.	14W.	1911	
5	6	12S.	14W.	1911	
6	6	12S.	14W.	1911	
7	6	12S.	14W.	1911	
8	6	12S.	14W.	1911	
9	6	12S.	14W.	1911	

NO.	SECTION	TOWNSHIP	RANGE	DATE	REVISIONS
1	6	12S.	14W.	1911	
2	6	12S.	14W.	1911	
3	6	12S.	14W.	1911	
4	6	12S.	14W.	1911	
5	6	12S.	14W.	1911	
6	6	12S.	14W.	1911	
7	6	12S.	14W.	1911	
8	6	12S.	14W.	1911	
9	6	12S.	14W.	1911	

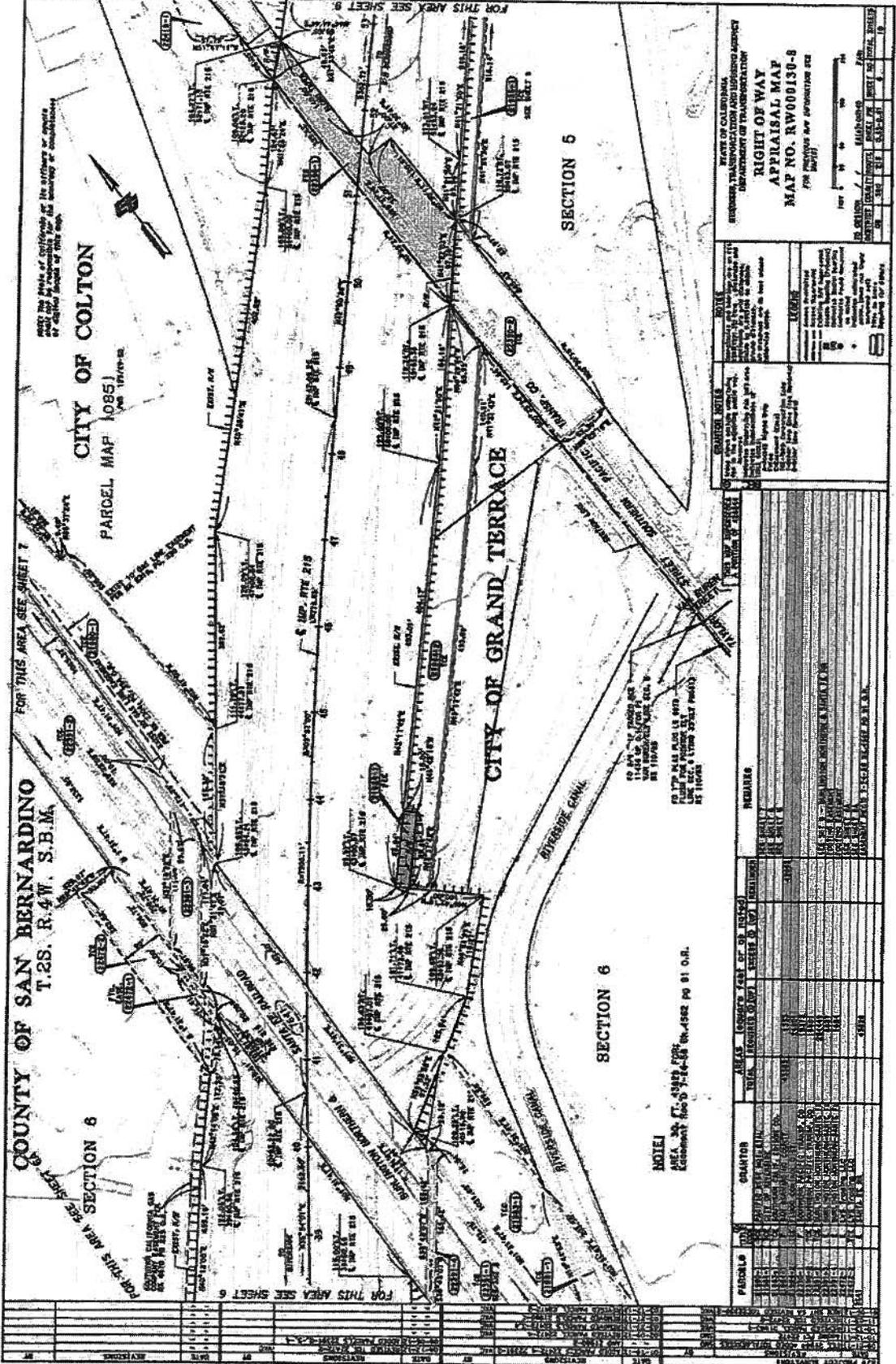


EXHIBIT "C"
Contractor Requirements

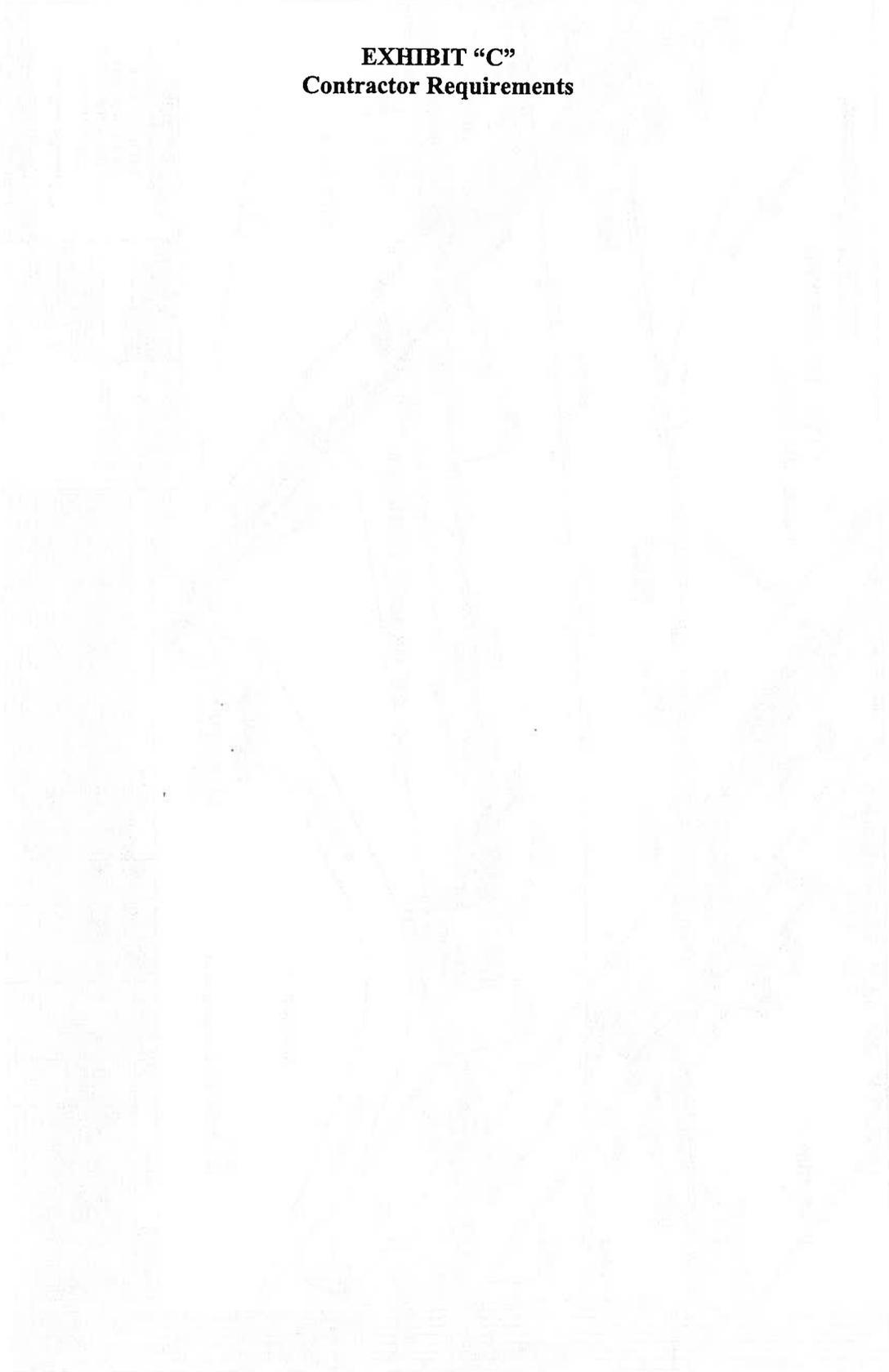


EXHIBIT "C"

CONTRACTOR REQUIREMENTS

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 the State of California's Department of Transportation's (STATE) widening of the existing I-215 to accommodate HOV lanes by replacing the existing crossing at separated grades to be known as the I-215 Underpass and designated as C&M Agreement for I-215 Underpass Widening Project, Colton, CA, DOT# 026469N, LS 7602, MP 5.92, San Bernardino 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) Contractor 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) this 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:

Sumner Baker,
850 Via Lata, Suite 100,
Colton CA 92324
(909) 825-5822
(951) 232-3828-cell
Sumner_Baker@dot.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 this Agreement.
- **1.01.06** The Contractor must notify STATE (Sumner Baker - (909) 825-5822) 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 **BF10002954**.
- **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. In the 4th Quarter of each calendar year, work will not be permitted in *Railway's* right of way. 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. 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 the Agency.
- **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:
 - 25' Horizontally from centerline of nearest track
 - 23' 6" 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 the STATE and must not be undertaken until approved in writing by the *Railway*, and until the STATE 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 the Agency.
 - **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 STATE 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 Railway 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, 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 this 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 STATE. 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 train traffic on this route is 62 freight trains per 24-hour period at a timetable speed 50 MPH and 22 passenger trains at a timetable speed of 60 MPH.

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, 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 this 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.

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 this 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 railroad 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

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.

I. 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"

Letter Agreement between BNSF Railway Company and the Contractor

UNDERPASS EXHIBIT "C-1"

**Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR**

BNSF RAILWAY COMPANY
Attention: Manager Public Projects

Railway File: BF10002954
Agency Project: _____

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract") dated _____, 2012, with **State of California Department of Transportation (STATE)** for the performance of certain work in connection with the following project: **I-215 Highgrove Underpass Widening Project, Colton, CA, DOT# 026469N, LS 7602, MP 5.92, San Bernardino 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 STATE (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 or right-of-way. **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
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
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: _____

Manager Public Projects

Title: _____

Accepted and effective this _____ day of 2012..

Contact Person: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

E-mail: _____

EXHIBIT D

Cost Estimates

Current Cost Estimates:

Track:	\$4,944,675
Signal:	\$292,991
Flagging:	\$500,290
Inspection:	\$202,000
Structural Inspection:	\$96,960

TOTAL: \$7,000,000

Exhibit E

Plans and Specifications Approval Letters

[Public Projects Manager's letterhead]

Date: _____

Mr./Ms. _____
_____ [Name of STATE Here]
_____ [Address for STATE]

Re: Final Approval of Plans and Specifications dated _____, 20__, drafted by
_____ [insert name of architecture or engineering firm
here] (hereinafter called, the "Plans and Specifications")

Dear _____:

This letter serves as BNSF RAILWAY COMPANY's ("BNSF") final written approval of the Plans and Specifications covering the construction of _____ [insert description of the project here]. This final written approval is given to _____ [insert name of STATE here] ("STATE") pursuant to Article III, Section 1 of that certain Underpass Agreement between BNSF and STATE, dated _____, 20__ . If the Plans and Specifications are revised by STATE subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and STATE must resubmit said Plans and Specifications to BNSF for final written approval.

Regards,

[Public Projects Manager's Name]

Copy w/ enc.: SANBAG

Exhibit F

BNSF Bridge Requirements

BRIDGE DESIGN, PLANS & SPECIFICATIONS:

Bridge design calculations will be submitted to BNSF for review and approval. Design calculations will be summarized on a cover sheet to STATE including the design dead load, design live load and amount of impact and any secondary loads considered. Bridge design by other than a BNSF pre-approved consultant will be subject to a third party design check at the STATE's expense.

For railroad bridges and culverts over waterways, BNSF will be provided with the Hydrology and Hydraulic design criteria, calculations and site specific data, including electronic data utilized in computer simulation modeling. Design considerations should include future land use changes that would increase the volume, velocity or sediment transport characteristics of the streambed flows. Design shall include sediment transport calculations and erosion control mitigation measures if necessary.

Bridge plans will be submitted to BNSF for review and approval at the 30%, 60% and 90% stage of design. The final set of plans must be approved by BNSF prior to letting of bids for the Project.

Prior to issuing any invitation to bid on construction of the Structure, the STATE should conduct a pre-bid meeting where prospective Providers have the opportunity to communicate with BNSF personnel as to the 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 and the Project 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 Provider entering BNSF right-of-way, the STATE 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 will require an experienced Quality Control Inspector to be present during certain critical times 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. Certain components, normally produced off site, will require a QC inspector to be present, including the production of precast concrete components and steel fabrication. The QC inspector will provide reports to BNSF including pile driving records, concrete compressive test records, and other such reports requested by BNSF. QC Inspection services can be provided by the STATE subject to acceptance by BNSF. If the QC services

provided are not acceptable, BNSF will provide an independent QC Inspection service to supplement the deficiencies. The STATE shall reimburse BNSF for all costs of supplemental QC Inspection services.

Within 90 days of the conclusion of the Project and final acceptance by BNSF, the STATE will provide BNSF with a complete electronic set of the bridge plans labeled "As Built". Those plans will reflect any and all deviations from the original plans that occurred during construction. The "As Built" 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 plans must show dimensioned locations of existing and relocated utilities.

BRIDGE MAINTENANCE:

BNSF will be responsible for maintenance of the track and ballast over the bridge and the earth embankment approaches. BNSF, at SANBAG's expense, will be responsible for maintenance of the superstructural components of the railroad bridge, including deck waterproofing and paint, as needed. Upon providing the Liquidated Maintenance Payment to BNSF, SANBAG and STATE are fully, finally and completely relieved of any and all costs and expenses of such maintenance.

For bridges over roadways, the STATE will maintain the roadways under the bridge including signs, pedestrian walkways, fences, drains, landscaping, earth retention components, embankment slopes, erosion control, surface drainage, paint, walkways, handrails, lighting and other improvements associated with the Project. The STATE will be responsible to post highway vertical clearance signs and maintain such signs to reflect potential future pavement profile elevation changes. Clearance signs, traffic control signals or other signs should not be attached to a load-carrying member of the railroad bridge.

For railroad bridges over waterways, the STATE will be responsible for all aspects of channel maintenance across BNSF's right-of-way, including toe of slope erosion control where the railroad embankment meets the streambed. The STATE will be responsible for debris removal that may accumulate at bridge piers as well as silt removal, local and general scour and remediation and streambed lateral migration and streambed degradation remediation.

Fencing and other trespass controls within BNSF's right-of-way and incorporated into the Project shall be designed and maintained by the STATE. Graffiti removal will be the responsibility of the STATE.

BRIDGE INSPECTION:

BNSF will conduct annual routine structural inspections of railroad bridges over public roadways and waterways at no cost to the STATE. BNSF at BNSF's expense shall provide traffic control under those bridges spanning roadways to enable BNSF personnel or representatives to safely conduct the annual inspections. For routine annual inspections, BNSF will give the public and STATE seven (7) days advance notice. In the event of an earthquake, fire, flood, damage from

vehicular impacts or other emergent situations, the STATE will provide traffic control in roadways to allow immediate inspection by BNSF personnel or representatives. Traffic control will include lane closures or other such measures to allow BNSF personnel, providers and equipment to be safely positioned under the superstructure.

Upon the conclusion of the BNSF inspection, the STATE will be notified of items in need of repair that are under STATE's responsibility. If the STATE does not complete the repairs requested by BNSF within a reasonable time period, BNSF personnel and/or providers will perform the repairs and invoice the STATE for the entire cost of such repairs.

Exhibit G

**BNSF's Instructions for Bridge Demolition Plans
(see attached)**

EXHIBIT G

INSTRUCTIONS FOR PREPARATION OF DEMOLITION PLANS FOR STRUCTURES OVER THE BNSF RAILWAY COMPANY

SECTION I. GENERAL

A. The Contractor will abide by and adhere to the requirements of the Exhibit C. Should there be a discrepancy between the requirements contained in the Exhibit C and this Exhibit G, the Exhibit C will govern.

B. The Contractor's work shall in no way impede train operations.

1. The term "Overhead" refers to the structure to be demolished.
2. The words "demolition" and "removal" will be used interchangeably in this Exhibit G.
3. The term "Railroad" refers to the Railroad's Engineer or designated representative.

C. Safety takes precedence over productivity. The Contractor shall be responsible for planning and executing all procedures necessary to remove the Overhead in a safe, predictable manner. All employees of the Contractor and Subcontractors must be Safety Trained. Refer to <http://www.contractororientation.com>.

D. The Contractor shall develop a Demolition Plan ONLY AFTER CONSULTING WITH THE RAILROAD TO GET AN ESTIMATE OF THE RANGE OF WORK WINDOWS THAT MIGHT NORMALLY BE AVAILABLE FOR THE JOB SITE.

1. A Work Window is the elapsed time between approaching trains.

2. An estimate of the availability of Work Windows can be used by the Contractor to design a Demolition Plan. The estimated Work Window is a guideline and not to be considered as a guarantee for available working time.

3. Work Windows will vary significantly, depending on the location. Low speed - low train density tracks have predictable Work Windows. The opposite is true for high density- high speed main tracks. The Railroad shall, at its sole discretion, furnish a range of Work Windows that might be expected at a specific location under normal train traffic conditions.

4. The Contractor shall plan the demolition procedures based upon the smallest ESTIMATED Work Window. Do not assume the longest Work Window will be available on any given day. Do not assume the same Work Windows will be available from one day to the next.

5. The Contractor will give BNSF's Project Engineer at telephone number ~~XXX XXX XXXX~~, (written number) (X) weeks advance notice of the proposed times and dates for Work Windows. BNSF and the contractor will establish mutually agreeable Work Windows for the Project. Any request for Work Windows with less than (written number) (X) 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.

E. The Railroad's tracks and property shall be protected at all times.

1. Removal procedures shall take into account SEVERE WEATHER CONDITIONS, including high winds, heavy rains and snowfall accumulation.

2. The contractor shall ensure that all areas adjacent to active tracks shall remain free from hazards.

- a) Trainmen must have an unobstructed walkway available parallel to all active tracks (*Drafters Note In CA add: pursuant to the California Public Utilities Commission General Order 118*).
- b) All open excavations shall be protected with fencing.
- c) Do not store materials or equipment within 25 feet of the centerline of an active track.

3. Protect the project area from vandalism.

- a) Do not leave debris where vandals could place it on the tracks or drop it onto the tracks from the Overhead.
- b) Secure all heavy equipment from potential movement by vandals.
- c) Do not store flammable materials on railroad right of way. Remove combustible waste materials daily. Do not store fuel or other flammable liquids on railroad right of way.

F. All demolition materials and scrap shall be disposed of outside the Railroad right-of-way at no expense to the Railroad. At the conclusion of the project, the area must be left in a clean and graded condition to the exclusive satisfaction of the Railroad.

G. No work is allowed within 25 feet of the nearest track unless protected by a Railroad Flagger. Refer to Exhibit C, Section 1.05, Protection of Railway Facilities and Railway Flagger Services for additional flagging requirements.

H. The staged demolition of any portion of the Overhead over or adjacent to operational tracks will not jeopardize the stability of other parts of the Overhead awaiting demolition.

1. Where multiple tracks are involved, the Demolition Plan should be engineered as much as practical such that no more than one track is rendered impassable at any given moment.

I. No blasting will be permitted on Railroad's right-of-way.

SECTION II. DEMOLITION PLAN

A. The Contractor shall submit a detailed Demolition Plan to the Railroad. The Demolition Plan shall encompass the following:

1. Provide a scale drawing showing the plan view, elevation and location of the Overhead and locations of any access roads needed on railroad right of way to access the job site. The as-built drawings may be used for the submittal provided the removal steps are clearly marked and legible.
2. Indicate the position of all railroad tracks below the bridge. Identify each track as mainline, siding, spur, etc. Identify locations where temporary crossings will be installed to cross equipment over each track.
3. List in sequential order, all procedures necessary to remove the bridge in a safe and controlled manner. Include step by step details of each sequence and the elapsed time required to execute the sequence. The Demolition Plan must specify which, if any, sequences will render a track impassable to trains during execution of the sequence. If more than one track is adjacent to the work area, specify which tracks will be impassable during execution of each sequence.
4. Include text, drawings or photos to communicate the types of equipment that will be utilized. Include diagrams showing the position of the equipment in relation to the tracks. Where cranes are to be used, furnish the lifting capacities of the crane at the anticipated radius and the weights of components to be removed.

5. For every sequence, specify the minimum horizontal clearance from centerline of track and the minimum vertical clearance above top of rail for equipment, falsework, rubble shields and temporary supports. If a crane is to be utilized, include clearances for the backswing radius of the crane counterweight and the position of the outriggers. Refer to the Frame Protection Details drawings, three sheets, attached hereto and made a part hereof, for the minimum allowable vertical and horizontal clearances.

6. If the Demolition Plan includes concrete demolition, include the details of rubble control such as maximum anticipated size of rubble, drop distance, shield size and shield position.

7. The Demolition Plan will indicate locations and types of temporary supports, shoring, cables or bracing required.

- a) Excavations and shoring design shall be according to the attached "GENERAL SHORING REQUIREMENTS" drawings, two pages, attached hereto and made a part hereof.
- b) 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/OSCCompleteManuals/FalseworkManual.pdf>.
- c) Plans shall conform to the appropriate Federal, State and local regulations and building codes.

8. If any temporary supports interfere with the natural drainage along the Railroad right-of-way, a temporary drainage diversion plan shall be included in the Demolition Plan. The drainage plan shall route all surface water away from the railroad tracks.

- a) Do not block drainage in side ditches with debris.
- b) Do not place footing blocks in drainage ditches.
- c) Surface runoff must be diverted away from the footing block excavations to avoid saturation of the underlying supporting soils.

9. The Demolition Plan shall include details, limits, and locations of protective shields or other measures designed to protect the rails, ties and ballast from falling debris. Include details of catchment apparatus necessary to protect the tracks from rolling debris that may fall onto side slopes. Include the design load for the shields for both the maximum static load and the maximum anticipated impact loads from falling debris. Specify the type of equipment that will be utilized to remove the debris and shields from operational tracks.

10. Protection of the track ballast section must be provided to avoid contamination of the rock with fine dust and mud produced during demolition activities. Filter fabric or some other effective means to prevent ballast contamination should be incorporated into the Demolition Plan.

11. All overhead and underground utilities in the area affected by removal of the bridge shall be located on the drawings, including any fiber optic, railroad signal, and communication lines.

12. Indicate the limits of demolition of substructures, including depths and dimensions of excavations that might be necessary to demolish buried footings.

13. The Demolition Plan should include details of planned on-site fire suppression.

B. The Contractor shall submit to the Railroad: three (3) complete sets of the Demolition Plan to BNSF's Assistant Director Structural Engineering for review and comments. The Demolition Plan should be sent in PDF format for files up to (2) megabytes by email attachment to: *(insert appropriate email address)* Should the Demolition Plan exceed a two (2) megabyte PDF file, a CD of the plans and specifications should be sent via overnight mail service to mailing address:

BNSF Railway Company
Assistant Director Structures
4515 Kansas Avenue
Kansas City, KS 66106

1. The Plan shall be sealed by a Civil or Structural Engineer registered in the state where the proposed demolition will take place.
2. A minimum of four (4) weeks shall be expected for the Railroad's review after the complete submittal is received.
3. No removal operations will be permitted over the Railroad right of way until the submitted material has been reviewed and approved.

C. Approval and/or comments furnished by the Railroad in the course of review of the Contractor's Demolition Plan will not relieve the Contractor of the ultimate responsibility for the safe and secure demolition of the Overhead.

SECTION III. PROCEDURE

A. The Demolition Plan must be executed such that stability is continuously maintained for the standing portions of the Overhead over all tracks.

1. All members of the Overhead being demolished must be continuously supported to resist high winds, including wind buffets and suction forces generated by high speed trains.

B. Prior to proceeding with bridge removal, the sealing Civil or Structural Engineer, or his authorized representative, shall inspect all components of the temporary support shoring, including temporary bracing and protective coverings, insuring conformity with the working drawings.

1. The sealing Engineer shall certify in writing to the Railroad that the work is in conformance with the drawings and that the materials and workmanship are satisfactory.
2. A copy of this certification shall be available at the job site at all times.

C. All substructures shall be removed to at least six (6) feet below the final finished grade or at least six (6) feet below base of rail whichever is lower, unless otherwise specified by the Railroad.

D. All debris and refuse shall be removed from the railroad right of way by the Contractor. The premises shall be left in a neat and presentable condition to the exclusive satisfaction of the Railroad. Soils contaminated by fuel spills, hydraulic oil leaks, etc. will be removed from railroad right of way and replaced to the exclusive satisfaction of the Railroad.

E. If any hazardous materials are discovered, provide material protection as specified in local hazardous material codes and immediately contact the Railroad

1. 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 this 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.

2. If pipelines are attached to the Overhead, pipes must be purged of flammable or hazardous materials prior to beginning demolition.
3. Fuel spills, hydraulic fluid releases, equipment oil leaks or any other release of contaminants must be reported to the Railroad. Contaminated soils must be removed and replaced to the satisfaction of the Railroad and local regulatory agencies.

F. The work progress shall be reviewed and logged by the Contractor's Engineer. Should an unplanned event occur, the Contractor shall inform the Railroad and submit a procedure to correct or remedy the occurrence.

G. Beam removal and all other demolition procedures shall take place as much as practicable with equipment positioned adjacent to and clear of all live tracks or positioned on the Overhead structure above the track. In the rare case that beams require removal with equipment positioned fouling a live track or from below the Overhead, the following steps shall be taken before beams are allowed to straddle the tracks:

1. Certain territories with high density train traffic, especially where multiple main tracks are affected, may not grant Work Windows on all tracks simultaneously. Beam removal from the underside of Overheads may not be possible unless the procedure can be accomplished in very short Work Windows or be engineered such that only one track is affected.
2. The work shall be scheduled well in advance but no later than the requirements in Section 1, paragraph 5 of this Exhibit G. The Work windows are subject to the Railroad's operational requirements for continuous train operations. The beam removal plan must be engineered to minimize the Work Window time.
3. The rails, ties and ballast shall be protected. No equipment will be crossed over or placed on the tracks unless pre-approved by the Railroad.
4. The beams shall be blocked to prevent the beams from coming into contact with the rails. Blocking shall not be placed on the rails or ties.
5. Upon approach of a train, the beams and all personnel and equipment will be moved a position to provide a minimum of 15 feet horizontal clearance and 21 ft. 6 in. vertical clearance from the nearest rail. Care must be exercised to insure that crane booms are rotated to a position parallel with the track.

SECTION IV. TRACK PROTECTION

A. The track protective cover shall be constructed before beginning bridge removal work and will be supported by falsework or members of the existing Overhead. The following are examples of protective covers that may be acceptable:

1. A decking supported by the bridge or a suspended cover from the bridge above the track clearance envelope.
2. A track shield cover over the tracks per the attached detail.
3. A framed cover outside the track clearance envelope.
4. A catcher box or loader bucket under decking and parapets overhanging the exterior girders.

5. Protection of the track ballast section must be provided to avoid contamination of the rock with fine dust and mud produced during demolition activities. Filter fabric or some other effective means to prevent ballast contamination should be incorporated into the Demolition Plan.

B. Construction equipment shall not be crossed over or placed on the tracks unless the rails, ties and ballast are protected against damage.

1. Track protection is required for all equipment including rubber tired equipment.
2. A list of equipment to be crossed over or positioned on the tracks along with the intended method of protection shall be submitted to the railroad for approval prior to use at the job site.

C. Temporary haul road crossings shall be either timbers or precast concrete panels. The type of crossing shall be determined by the Railroad.

1. Solid timbers or ballast with timber headers shall be used between multiple tracks.
2. If the job site is accessible to the public, all temporary haul road crossings shall be protected with barricades or locked gates when the Contractor is not actively working at the site.
3. Installation and removal of temporary track crossings for equipment shall be scheduled well in advance with the Railroad but no later than the requirements in Section 1, paragraph 5 of this Exhibit G.

SECTION V. CRANES

A. When cranes are operated over or adjacent to the tracks the following is required:

1. The Contractor shall verify that the foundations, soil conditions, and buried utility lines under the crane and crane outriggers can support the loads induced by the crane under an assumed maximum capacity lift. The size and material type of crane mats shall be rigid and of sufficient capacity to safely distribute the crane loads.
2. Front end loaders and backhoes cannot be used in place of a crane to lift materials over the tracks. These types of equipment do not have the necessary safety features built into the machines to circumvent overloading and tipping. Only cranes with the rated capacity to handle the loads may be used.
3. Additional track protection may be required for a crane when crossing over the track. The protection methods shall be submitted to the Railroad for review and comment well in advance of intended use.
4. Cranes and other equipment utilizing outriggers shall not place outriggers on the tracks or ballast.
5. Cranes or crane booms shall not be positioned within the track clearance envelope without Railroad Flagman protection. Cranes operating from a position farther than 25 ft. from the nearest track will need a Railroad Flagman present if the boom length is such that it could fall onto a track.
6. Upon approach of a train, the crane body shall be rotated to position the boom in a line parallel with the track. Any suspended load shall be made stationary by lowering it until contact is made with the ground. During passage of the train, the Crane Operator must stop all movements. Crane Operators shall remain in the cab with motor at idle with the load lines, boom, rotation and travel controls locked and stationary until the full length of the train has passed the job site.

7. Cranes will not be utilized during high winds.

SECTION VI. CUTTING TORCHES

A. When a cutting torch or welding equipment is used in the demolition process, the following steps shall be taken:

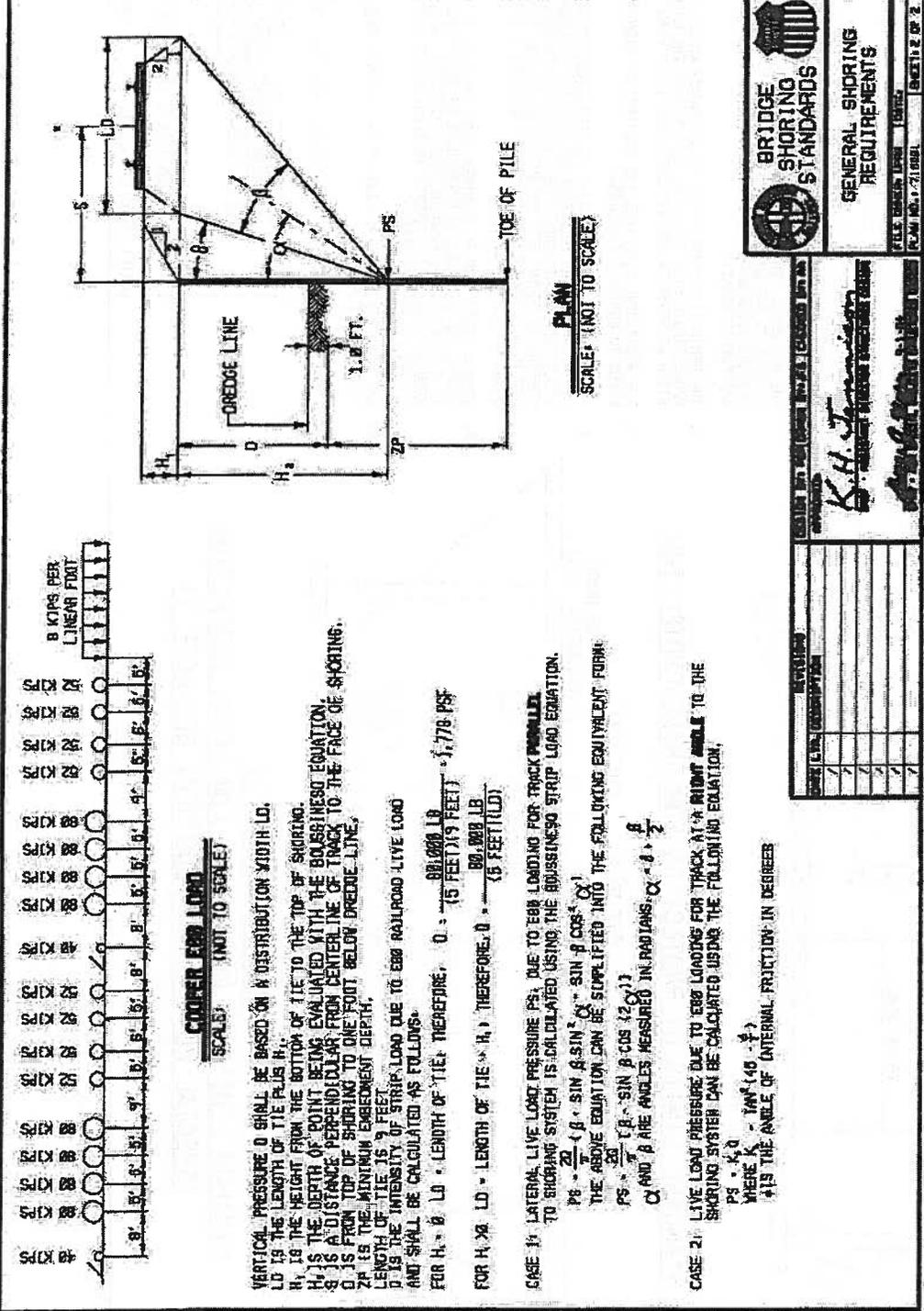
1. Fire suppression equipment is required on-site.
2. Do not use a torch over, between, or adjacent to the tracks unless a steel plate protective cover is used to shield against sparks and slag coming into contact with timber ties. Care shall be taken to make certain the use of a steel plate does not come in contact with the rails. See "Track Shield Details" for other requirements. Details of the shield shall be submitted to the Railroad for approval.
3. Wet the ties below the steel plate and wet other timbers and flammable demolition debris located near cutting areas.
4. Monitor the work site for at least three hours after cutting has ceased to detect a smoldering fire.

B. Extensive overhead cutting may require more robust fire suppression equipment and precautions than what would normally be required for routine cuts.

1. On days when extensive torch cutting is planned, the Contractor shall have a larger water supply on hand or take other measures as needed to effectively suppress fires.
2. Overhead torch cutting and welding must cease upon approach and passage of a train.
3. Extensive torch cutting shall not take place during high winds.
4. Contractor will clear vegetation and other combustible debris from the surrounding work areas prior to engaging in extensive torch cutting.

SECTION VII. UTILITIES

A. The demolition operations shall be planned such that overhead and underground utility lines are operating safely at all times. The utility lines shall be protected if affected by demolition operations. Underground utility lines shall be protected from concentrated soil loads under crane outriggers and heavy rubber tired front loaders or similar equipment. All the work associated with utility lines should be coordinated by the contractor with the respective utility companies.



COOPER EBB LOAD
SCALE: (NOT TO SCALE)

VERTICAL PRESSURE Q SHALL BE BASED ON K DISTRIBUTION WIDTH LD .
 LD IS THE LENGTH OF TIE PLUS H_1 .
 H_1 IS THE HEIGHT FROM THE BOTTOM OF TIE TO THE TOP OF SHORING.
 H_2 IS THE DEPTH OF POINT BEING EVALUATED WITH THE BOUSSINESQ EQUATION.
 B IS A DISTANCE PERPENDICULAR FROM CENTERLINE OF TRACK TO THE FACE OF SHORING.
 D IS FROM TOP OF SHORING TO ONE FOOT BELOW DREDGE LINE.
 ZP IS THE MINIMUM EMBEDMENT DEPTH.
 Z IS THE LENGTH OF TIE IS 9 FEET.
 Q IS THE INTENSITY OF STRIP LOAD DUE TO EBB RAILROAD LIVE LOAD AND SHALL BE CALCULATED AS FOLLOWS:
 FOR $H_1 > 0$ $LD =$ LENGTH OF TIE + THEREFORE, $Q = \frac{881,000 \text{ LB}}{(5 \text{ FEET})(9 \text{ FEET})} = 1,778 \text{ PSF}$
 FOR $H_1 = 0$ $LD =$ LENGTH OF TIE + THEREFORE, $Q = \frac{881,000 \text{ LB}}{(5 \text{ FEET})(LD)}$

CASE 1: LATERAL LIVE LOAD PRESSURE PS , DUE TO EBB LOADING FOR TRACK PARALLEL TO SHORING SYSTEM IS CALCULATED USING THE BOUSSINESQ STRIP LOAD EQUATION.
 $PS = \frac{2Q}{Z^3} (1 + \beta) \sin \beta \sin^2 \alpha + \sin \beta \cos^2 \alpha$
 THE ABOVE EQUATION CAN BE SIMPLIFIED INTO THE FOLLOWING EQUIVALENT FORM:
 $PS = \frac{2Q}{Z^3} (1 + \beta) \sin \beta \cos^2 \alpha$
 α AND β ARE ANGLES MEASURED IN RADIAN; $\alpha = \beta = \frac{\beta}{2}$

CASE 2: LIVE LOAD PRESSURE DUE TO EBB LOADING FOR TRACK AT AN RIGHT ANGLE TO THE SHORING SYSTEM CAN BE CALCULATED USING THE FOLLOWING EQUATION,
 $PS = K \cdot Q$
 WHERE $K = 140 \left(\frac{1}{1 + \beta} \right)$
 β IS THE ANGLE OF INTERNAL FRICTION IN DEGREES

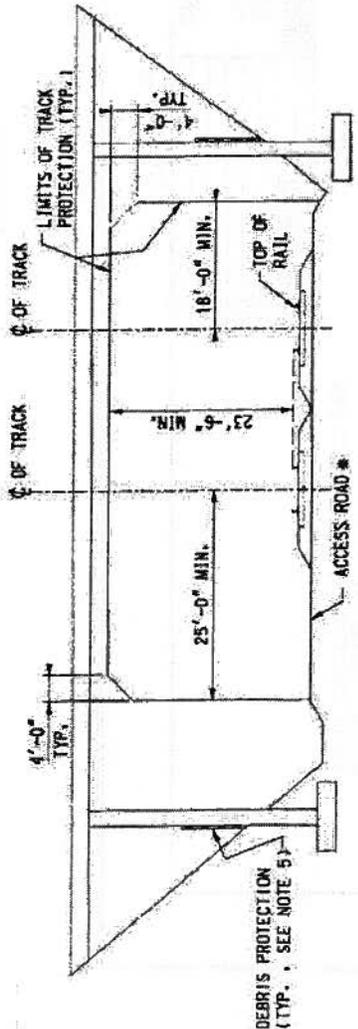
PLAN
SCALE: (NOT TO SCALE)

BRIDGE SHORING STANDARDS
GENERAL SHORING REQUIREMENTS
 FILE DESIGN: 1988 10/88
 PCAM NO. 1-71.088L SHEET 2 OF 2

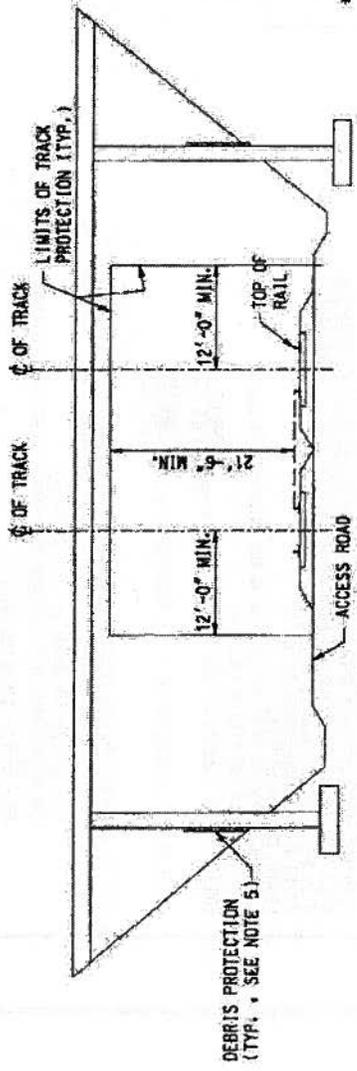
NO.	DESCRIPTION	REVISION
1		
2		
3		
4		
5		

S.H. Johnson
John P. ...

FIGURE 2



BRIDGE ELEVATIONS
STANDARD LIMITS OF PROTECTION FOR FRAME PROTECTION



BRIDGE ELEVATION
MINIMUM LIMITS OF PROTECTION FOR FRAME PROTECTION
(SPECIAL PERMISSION REQUIRED, SEE NOTE 1)

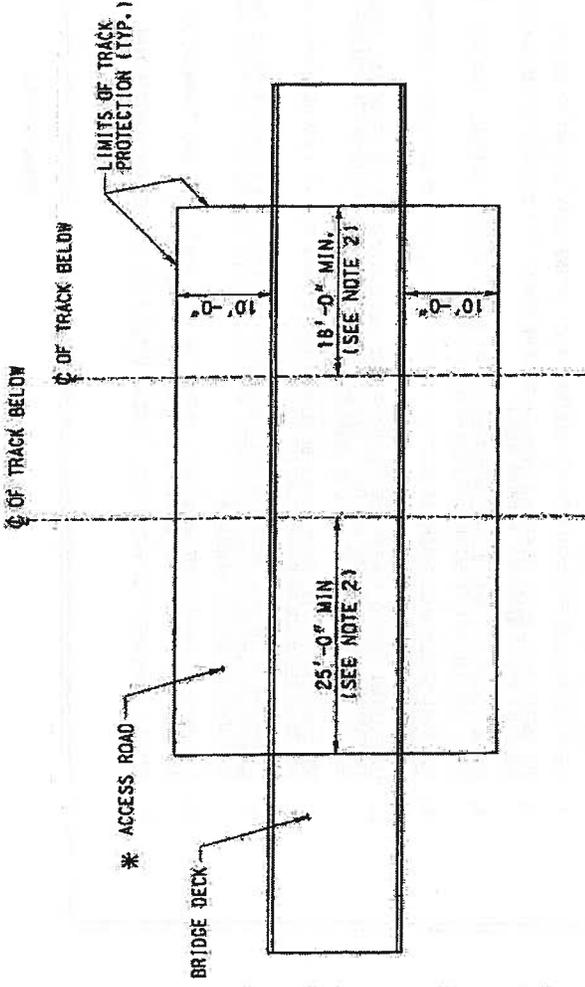
1. THE STANDARD LIMITS OF PROTECTION NOTED ARE THE MIN. CLEARANCES ALLOWED WITHOUT SPECIAL PERMISSION FROM THE RAILROAD. THE REDUCED CLEARANCES NOTED MAY BE ALLOWED BY THE RAILROAD. SPECIAL PERMISSION FOR THE REDUCED CLEARANCES IS REQUIRED FROM THE RAILROAD AND PUBLIC AGENCY.
 2. THE PROTECTION FRAME SHALL AS A MINIMUM MATCH THE DEMOLITION LIMITS SHOWN AND EXTEND PAST THE BRIDGE WIDTH AS SHOWN ON THE ATTACHED DEMOLITION PLAN SHEET.
 3. FOR ADDITIONAL CLEARANCE AND PROTECTION INFORMATION REFER TO CONTRACT EXHIBITS.
 4. THE PROTECTION FRAME SHALL PREVENT DEMOLITION DEBRIS, DUST AND FINE MATERIAL FROM FALLING INTO THE RAILROAD TRACKS, ACCESS ROAD OR TRAINS. THE FRAME SHALL BE DESIGNED BY THE CONTRACTOR TO SUPPORT THE ANTICIPATED DEMOLITION LOADS, AND IN ACCORDANCE WITH CALTRANS FALSEWORK MANUAL FOR STRUCTURES OVER THE RAILROAD.
 5. DEBRIS PROTECTION IS REQUIRED NEAR THE BASE OF THE SIDE SLOPES AND ADJACENT TO ROADS USED BY DEMOLITION EQUIPMENT TO PREVENT DEBRIS FROM ROLLING ONTO TRACK, ACCESS ROAD OR DITCH. USE TIMBERS AS REQUIRED TO STOP LARGE PIECES OF ROLLING DEBRIS.
 6. ANY ACTIVITY WITHIN 25 FEET OF THE NEAREST RAIL OF A TRACK REQUIRES A FLAGMAN.
- * IF NO ACCESS ROAD USE MIN. DIMENSION FROM OTHER SIDE OF DETAIL



DEMOLITION FRAME PROTECTION DETAILS
 DATE: OCTOBER 17, 2007 SHEET: 1 OF 3

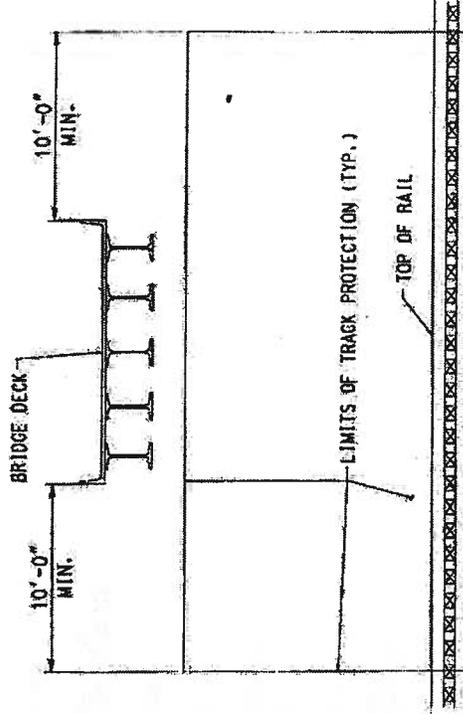
NOTES:

1. SEE GENERAL NOTES ON BRIDGE ELEVATION SHEET.
2. STANDARD LIMITS OF PROTECTION ARE SHOWN, FOR MIN. LIMITS OF PROTECTION DIMENSIONS, SEE BRIDGE ELEVATION. MINIMUM LIMITS OF PROTECTION.

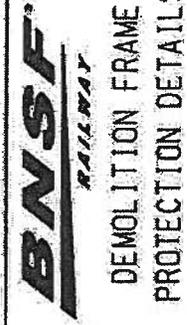


BRIDGE PLAN

STANDARD LIMITS OF PROTECTION FOR FRAME PROTECTION

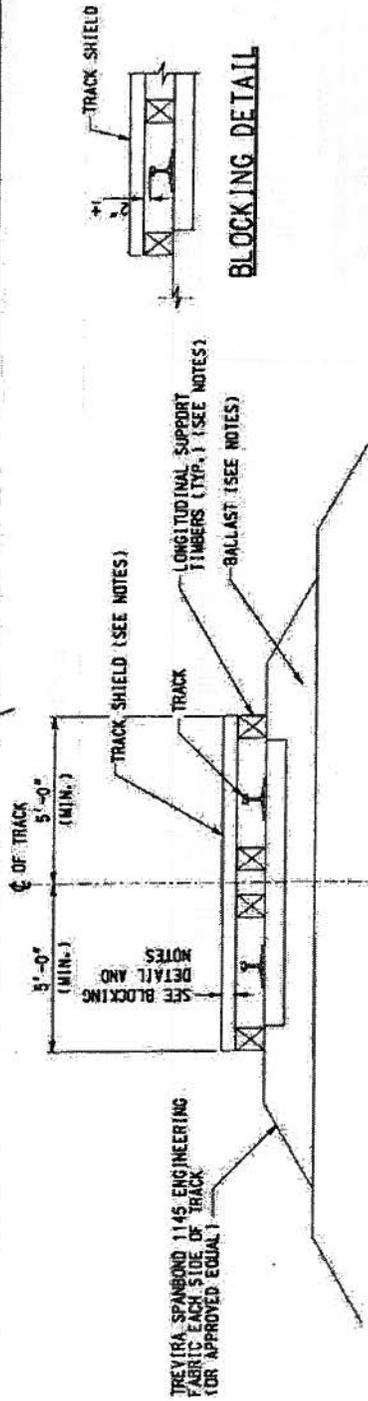


**BRIDGE DECK CROSS SECTION
STANDARD LIMITS OF PROTECTION**



* IF NO ACCESS ROAD, USE MIN. DIMENSION FROM OTHER SIDE

DATE: OCTOBER 17, 2007 SHEET: 2 OF 3



TRAVEL SPANBOND 1145, ENGINEERING FABRIC, EACH SIDE OF TRACK (FOR APPROVED EQUAL)

**TRACK SHIELD DETAIL
FOR DEBRIS FALLING FROM BRIDGE DECK REMOVAL
(WHEN TRACK TIME WINDOW IS AVAILABLE)**

NOTES:

1. A FLAG MAN IS REQUIRED AT ALL TIMES DURING THE USE OF A TRACK SHIELD.
2. THE TRACK SHIELD SHALL BE DESIGNED BY THE CONTRACTOR AND SHALL BE OF SUFFICIENT STRENGTH TO SUPPORT THE ANTICIPATED LOADS, INCLUDING IMPACT AND PUNCTURE. THE SHIELD SHALL PREVENT MATERIALS AND EQUIPMENT ON THE TRACK FROM FALLING ONTO THE RAILROAD TRACK. ADDITIONAL LAYERS OF MATERIALS SHALL BE FURNISHED AS NECESSARY TO PREVENT FINE MATERIALS OR DEBRIS FROM SIFTING DOWN UPON THE TRACK.
3. THE SHIELD SHALL BE PREFABRICATED AND FURNISHED WITH LIFTING HOOKS TO SIMPLIFY REMOVAL.
4. THE SHIELD SHALL BE OF SUFFICIENT STRENGTH TO SPAN BETWEEN IT'S SUPPORTS WITHOUT BEARING UPON THE RAILS AND TO WITHSTAND DROPPING RUBBLE.
5. BEFORE REMOVAL THE SHIELD SHALL BE CLEANED OF ALL DEBRIS AND FINE MATERIAL. GEOFABRIC SHALL LINE THE BALLAST SECTION TO PREVENT CONTAMINATION.
6. THE TRACK SHIELD SHALL EXTEND AT LEAST 20 FEET BEYOND THE LIMITS OF DEMOLITION TRANSVERSE TO THE EDGE OF THE BRIDGE.
7. LONGITUDINAL SUPPORT TIMBERS FOR THE SHIELD SHALL NOT EXTEND ABOVE THE TOP OF RAIL WHEN THE SHIELD IS REMOVED. BLOCKING FROM THE TOP OF RAIL TO THE BOTTOM OF THE SHIELD MAY BE ATTACHED TO THE SHIELD. REMAINING TIMBERS SHALL BE ANCHORED.
8. FOR TRAIN PASSAGE, THE RUBBLE SHALL BE REMOVED TO A MINIMUM OF 8'-6" FROM THE NEAREST RAIL AND TO AN ELEVATION NO HIGHER THAN THE TOP OF RAIL.
9. AT THE END OF THE DAY, THE RUBBLE SHALL BE REMOVED COMPLETELY TO A MINIMUM OF 10'-0" FROM THE NEAREST RAIL AND DOWN TO ORIGINAL GRADE. GEOFABRIC BARRIER SHALL BE USED TO PREVENT BALLAST CONTAMINATION BY FINE MATERIALS.
10. CARE SHALL BE TAKEN TO NOT PLACE METAL ACROSS THE TRACK RAILS. RAILROAD COMMUNICATION ARE SENT THROUGH THE RAILS AND WILL BE INTERRUPTED BY A SHORT BETWEEN RAILS.
11. DETAILS SHOWN APPLY FOR TIMBER TIES. SPECIAL DETAILS ARE REQUIRED FOR CONCRETE TIES.

BNSF
RAILWAY

DEMOLITION TRACK SHIELD DETAIL

DATE: OCTOBER 17, 2007

SHEET: 3 OF 3



- 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: November 15, 2012

Subject: Interstate 215 Segment 3 Right-of-Way Cooperative Agreement Amendment

Recommendation:* That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

Amendment No. 3 to Cooperative Agreement A04-059 with the California Department of Transportation for Interstate 215 right-of-way work for completion of all scope, cost and schedule commitments included in this agreement.

Background: San Bernardino Associated Governments (SANBAG) and California Department of Transportation (Caltrans) have been working cooperatively on the Interstate 215 (I-215) corridor for a number of years. The Segment 3 portion of the project extends from Orange Show Road to just south of Rialto Avenue. The construction on this portion of work is substantially complete and all the right-of-way has been acquired. Both parties entered into a cooperative agreement for the right of way work on May 5, 2004 and the Agreement has already been amended twice to increase the funding as well as extend the completion date to the current expiration date is December 31, 2012.

While all the property required has been acquired, SANBAG and Caltrans are still working together on the final invoicing, reimbursement, and close-out

*

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	<input type="checkbox"/>	CTC	<input type="checkbox"/>	CTA	<input checked="" type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA	<input type="checkbox"/>
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Check all that apply.

MPC1211d-ds

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/A04059-03.doc>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/A04059-02.pdf>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/A04059-1.pdf>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/A04059.pdf>

requirements for this work. As a result, this amendment will extend the termination date to allow sign off on all final payments, and complete close-out paperwork including a cooperative agreement closure statement. The Agreement amendment does not specify a given date when the Agreement will terminate, but states the Agreement will terminate upon completion of all scope, cost, and schedule commitments. Caltrans is requesting this terminology to reduce the number of amendments required. Staff recommends approval of this agenda item.

Financial Impact: This is a time extension amendment only and does not require any additional funds. Task No. 0836.

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 Amendment.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

08-SBd-215-PM 4.1/6.7

(KP 6.6/10.8)

Widen for HOV lane and operational improvements and modify/replace interchanges from Orange Show Road to Rialto Avenue

EA 007171

District Agreement No. 08-1246 A/3

Project Number 0800000004

DRAFT: 8/6/12

AMENDMENT NO. 3 TO AGREEMENT

THIS AMENDMENT NO. 3 TO AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2012, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a public
entity, referred to herein as "AUTHORITY."

RECITALS

1. The parties hereto entered into Agreement No.08-1246 (Document No. 015859) on May 5, 2004, defining the terms and conditions of a project to purchase the Right of Way for the widening of Interstate 215 (I-215) to provide for one High Occupancy Vehicle (HOV) lane in each direction and operational improvements consisting of modifying existing interchanges and modifying existing exit and entrance ramps on I-215 through the City of San Bernardino from Orange Show Road to Rialto Avenue in San Bernardino County, referred to herein as "PROJECT."
2. The parties also entered into Amendment No. 1 to Agreement on June 10, 2008, to increase the total Right of Way capital costs from \$11,880,718 to \$29,625,915 and to extend the termination date from June 30, 2008 to December 31, 2010.
3. The parties also entered into Amendment No. 2 to Agreement on August 26, 2010, to increase the Right of Way capital costs from \$29,625,915 to \$32,223,905 and to extend the termination date from December 31, 2010 to December 31, 2012.
4. It has been determined that PROJECT will not be completed prior to the termination date of said Agreement.

IT IS THEREFORE MUTUALLY AGREED

1. The termination date specified in Article 8 of SECTION III of said Agreement is replaced in its entirety to read as follows:

“This Agreement will terminate upon completion of PROJECT, including transfer to the Authority of the proceeds of the sale of excess right of way acquired under Section III 3(a) of the Agreement, satisfactory completion of all post right of way certification obligations, verification that all parties have met all scope, cost, and schedule commitments included in this Agreement and have signed a cooperative agreement closure statement, which is a document signed by parties that verifies the completion of PROJECT.

However, all indemnification, document, retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.”

2. All other terms and conditions of said Agreement shall remain in full force and effect.
3. This Amendment No. 3 to Agreement is hereby deemed to be a part of said Agreement.

SIGNATURES

PARTIES declare that:

1. Each Party is an authorized legal entity under California state law.
2. Each Party has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
Basem E. Muallem, P.E.

District Director

By: _____
Janice Rutherford
Board President

Attest: _____
Vicki Watson
Board Secretary

CERTIFIED AS TO FUNDS:

By: _____
Lisa Pacheco
District Budget Manager

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
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: 11

Date: November 15, 2012

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

Recommendation:* That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

1. Amendment No. 1 to Right-of-Way Cooperative Agreement C10191 with the City of Fontana and the County of San Bernardino to extend the expiration deadline for completion of I-10/Cherry Avenue Interchange Right-of-Way Work to December 31, 2018.
2. A Budget Amendment to Task No. 0826 for Fiscal Year (FY) 2012/13 be made to remove the \$1,491,009 Demonstration High Priority Program and add \$500,000 Interstate Maintenance Discretionary (IMD) federal funds, for a net FY 2012/2013 budget reduction of \$991,009.

Background: **This is an amendment to an existing right of way cooperative agreement.** This three-party Right-of-Way Cooperative Agreement C10191 for Cherry interchange was approved by the Board of Directors in March 2010 defining the funding shares and agency responsibilities. Funding shares allocated in this agreement between San Bernardino Associated Governments (SANBAG), the City of Fontana, and the County of San Bernardino (County) is in accordance with the 2009 Nexus Study. In addition to participating as a funding participant, the County of San Bernardino is the lead agency performing the Right-of-Way

*

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	CTC	CTA	X	SAFE	CMA
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Check all that apply.

MPC1211c-cc

Attachment: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C10191-1.docx>
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C10191.docx>

work required for the I-10 Cherry Avenue Interchange, which has been substantially completed. The work included right-of-way acquisitions for full and partial takes and utility relocation activities.

Even though the right-of-way certification has been obtained and the construction contract awarded, the County continues to provide right-of-way services such as property settlement negotiations, mediation hearings, coordinating utility relocation efforts, cell tower relocation efforts, billboard demolition and rearrangement, utility service disconnections, and temporary utility connections. Later the County will need to complete project close out for the right-of-way activities associated with this interchange project. All work will not be completed by December 31, 2012, which is the current agreement termination date. Therefore, the agreement duration must be extended. Approval of this amendment by the SANBAG Board of Directors will extend the termination date to December 31, 2018, and will allow the County sufficient time to complete all related right-of-way work. No costs are associated with this amendment.

While this amendment is a "no cost" change to the agreement, another amendment addressing increased right-of-way costs is under discussion by the three agencies. The County has advised SANBAG and the City of Fontana that additional unforeseen right-of-way work has been encountered and that additional budget is required. Discussion with all three agencies is transpiring about the nature of the additional costs and the necessary budget amendment for the right-of-way Cooperative Agreement C10191. The anticipated cost increases are estimated to be \$3,000,000 equating to a share of \$2,010,000 for SANBAG, \$453,000 for the City of Fontana, and \$537,000 for the County of San Bernardino. Since discussions are incomplete, no costs are included in the current amendment under consideration at this time. Further details surrounding the need for additional budget will be discussed in a future agenda item and presented to the committee for consideration of another amendment to right-of-way agreement. Staff requests your recommendation that the Board approve Recommendation 1 for the extension of the agreement deadline as described herein.

Recommendation 2 is requesting amendment of the FY 2012/2013 budget for Task 826 in order to remove the \$1,491,009 Demonstration High Priority Program and add \$500,000 Interstate Maintenance Discretionary (IMD) federal funds, for a net budget reduction of \$991,009. This amendment will correct the fund code originally identified during the budget development process and, upon review of the anticipated work remaining this fiscal year, decreases the overall budget required. Staff requests that the Board approve Recommendation 2 to amend the budget as described herein.

Financial Impact: Funding is provided under Task Number No. 0826. This item does require a budget amendment for the adopted SANBAG fiscal year 2012/2013 budget as described within Recommendation 2.

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

Responsible Staff: Paula Beauchamp, Project Delivery Manager



CONTRACT SUMMARY SHEET

Contract No. C 10191 Amendment No. 1

By and Between

San Bernardino Associated Governments and County of San Bdo and C/o Fontana

Contract Description ROW Cooperative Agreement with County and C/o Fontana to complete ROW work for I-10/Cherry Interchange

Board of Director's Meeting Date: 12/5/12
Overview of BOD Action: Approve Amendment No. 1 to ROW Cooperative Agreement for I-10/Cherry Interchange to extend term of cooperative agreement only; No cost changes within amendment.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	3,646,000	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	0	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	0	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	3,646,000	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 3,646,000

Contract Start Date 3/3/10	Current Contract Expiration Date 12/31/12	Revised Contract Expiration Date 12/31/18
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. In Amendment No. 1		

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0826.
 A Budget Amendment is required.
 How are we funding current FY? MSI-Valley Fund-Fwy Interchange

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

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

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

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

Gary Colton Task Manager (Print Name)	Gary Che Signature	10/19/12 Date
Chad Costello Project Manager (Print Name)	Signature	10/18/12 Date
Jeffrey Hill Contracts Administrator (Print Name)	Signature	10/31/12 Date
Wilma Smarck Chief Financial Officer (Print Name)	Signature	11/1/12 Date

**AMENDMENT NO. 1 TO
AGREEMENT NO. C10191
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY,
CITY OF FONTANA
AND
COUNTY OF SAN BERNARDINO
FOR
INTERCHANGE RECONSTRUCTION AT I-10 CHERRY AVENUE IN THE
CITY OF FONTANA**

THIS AMENDMENT NO. 1 (“Amendment”) to Agreement No. C10191 is entered into by and between the San Bernardino County Transportation Authority (“SANBAG”), the County of San Bernardino (“COUNTY”) and the City of Fontana (“CITY”).

WITNESSETH:

WHEREAS, SANBAG, COUNTY and CITY (the “Parties”) entered into Agreement No. C10191 (“Agreement”) on March 24, 2010, to cooperate and jointly participate in completing right-of-way (“ROW”) Work and related utility relocation work required to improve the Interstate 10 (“I-10”) and Cherry Avenue Interchange, which includes the widening of Cherry Avenue from Slover Avenue north to Valley Boulevard, and the reconstruction of the existing bridge over I-10 (“PROJECT”); and

WHEREAS, this Amendment is intended to extend the termination date of the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED to amend the Agreement in the following manner:

1. Amend SECTION V. entitled “IT IS MUTUALLY AGREED” as follows:
 - a. Amend paragraph 13, to delete “December 31, 2012” as the date of termination of this Agreement, and replace with “December 31, 2018”.
2. This Amendment No. 1 has no impact on the funds authorized by the original Agreement and those costs are unchanged.

3. Except as amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.
4. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.
5. The Recitals are incorporated into the body of this Amendment No. 1 to Cooperative Agreement No. C10191.

SIGNATURES ON FOLLOWING PAGE:

IN WITNESS WHEREOF, this Amendment shall be effective upon the date which SANBAG executes this Amendment.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF FONTANA

By: _____
Janice Rutherford, President
SANBAG Board of Directors

By: _____
Acquanetta Warren, Mayor
City of Fontana

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
SANBAG General Counsel

By: _____
City Attorney

**SAN BERNARDINO COUNTY
BOARD OF SUPERVISORS**

By: _____
Josie Gonzales, Chair

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Scott Runyan
County Counsel

Date: _____



- 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: November 15, 2012

Subject: On Call Right-of-Way Contract

Recommendation:* That the following be reviewed and recommended for final approval by the Board of Directors at a regularly scheduled Board meeting:

1. Amendment No. 3 to Contract No. C10027 with Overland, Pacific & Cutler, Inc. for On-Call R/W Acquisition Services including Acquisition, Appraisal, Right-of-Way Engineering, Surveying, and Other Specialty Professional Services to extend the termination date to December 31, 2015, and to increase the contract value by \$50,000.00 for a new not-to-exceed amount of \$3,235,000.00.
2. Waive the five (5) year maximum contract term limitations under Contracting and Procurement Policy 11000.

Background: **This is an existing agreement.** In January 2010, the San Bernardino Associated Governments (SANBAG) Board of Directors approved an On Call Right-of-Way Services contract for \$1.3M and a three year term with Overland, Pacific & Cutler, Inc. (OPC) to provide an array of right-of-way services including acquisition, appraisal, right-of-way engineering, surveying, mapping, and other related specialty services. Originally the intent of this contract was to supplement other SANBAG right-of-way service resources, such as the County of San Bernardino Real Estate Services Department and Caltrans on an as-needed basis to meet the right-of-way certification dates and allow projects to proceed to

*

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

MPC1211b-pb

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/C100027-03.docx>

construction on schedule. At the time, having this backstop measure in place was particularly important due to the potential impact the State budget issues could have on Caltrans resources. As time progressed staffing levels and workload at the County and the State were negatively impacted and a greater involvement of OPC in the Major Projects program was required.

Concurrently, SANBAG added projects with critical schedules to the delivery program. Consequently, the need to provide additional right-of-way resources to our projects led to the Board of Directors approval to amend this contract in July 2011, for an additional \$1.3M to cover the expenditures for the right-of-way appraisals, acquisition and condemnation support activities associated with Palm Avenue and Laurel Ave Grade Separation projects, and the Interstate 10/Tippecanoe Avenue and SR 210/Pepper Interchange projects. Later, in March of 2012, the contract was amended for the second time to add right-of-way services for the I-215 Bi-County Freeway Widening Project (Bi-County) and Interstate 15/Interstate 215 (I-15/I-215) Devore Avenue Interchange Project. During the course of this contract, OPC has also performed coordination and consultation for several SANBAG projects.

Presently, many of the assigned tasks under this contract have been completed; however, to complete condemnation and pre-construction utility relocation additional time is required. No additional cost is associated with finishing these tasks. The additional \$50,000.00 included in the amendment is required for the general activities involved in project closeout which will occur during and after construction; hence the extension of time to December 31, 2015. These activities include:

- Coordinate access to temporary construction areas and enforcement of R/W Contract provisions with construction contractor.
- Coordinate utility relocation efforts with utility owner and construction contractor.
- Secure relinquishments from utility owners on vacated utility easements.
- Transfer title of right of way from SANBAG to local agencies.
- Financial closeout of utility and right of way acquisition records.
- Participate in file audit with oversight agency(ies).

To summarize, this amendment is intended to extend the contract time to allow for completion of this phase of work on I-215 Bi-County Freeway Widening, I-10 Tippecanoe Ave Interchange, Palm Ave Grade Separation, and Laurel Ave Grade Separation and project close out activities for all projects. Except for project close out activities which is estimated to cost \$50,000.00, no further costs will be incurred as a result of this amendment, as OPC has committed to complete all work under the amended contract value.

Staff recommends approval of amendment No. 3 of Contract No. C10027 with OPC to complete the right-of-way closeout of the above noted projects at an additional not to exceed cost of \$50,000.00 and a contract extension through December 31, 2015.

Financial Impact: This item is consistent with the approved SANBAG Fiscal Year 2012/2013 budget, Task No's 0839, 0842, 0874, and 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 Amendment.

Responsible Staff: Paula Beauchamp, Project Delivery Manager

CONTRACT SUMMARY SHEET

Contract No. C 10027 Amendment No. 03

By and Between

Overland Pacific & Cutler, Inc. and San Bernardino CoTransportation Authority

Contract Description R/W Acq Svc incl Appraisals, R/W Engr, Surveying & Other Spec Prof Svcs

Board of Director's Meeting Date: 12/5/12
Overview of BOD Action: 1/6/10 Original Contract Award; 7/2011 Amendment 1 Approved for additional \$1.3M; 3/7/12 Amendment 2 Approved for \$585,000;

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	1,300,000.00	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	1,885,000.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	50,000.00	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	3,235,000.00	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 3,235,000.00

Contract Start Date 1/6/10	Current Contract Expiration Date 1/6/13	Revised Contract Expiration Date 12/31/15
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Has the contract term been amended? No Yes - please explain.
 Project close out the right-of-way activities requires additional contract duration.

FINANCIAL INFORMATION					
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>839, 842, 874, & 884.</u> <input type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY? Measure I for the Freeway, Interchange, and Grade Separation Proj					
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract:					
Measure I for the Freeway, Interchange, Grade Separation Projects; Measure I Cajon Pass					
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable					

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

<p><u>[Signature]</u> Project Manager (Print Name)</p> <p><u>Gary Cole</u> Task Manager (Print Name)</p> <p><u>Andrea Weirich</u> Dir. of Fund Admin. & Programming (Print Name)</p> <p><u>Jeffery Hill</u> Contract Administrator (Print Name)</p> <p>_____ Chief Financial Officer (Print Name)</p>	<p><u>[Signature]</u> 11/8/12 Signature Date</p> <p><u>[Signature]</u> 11/8/12 Signature Date</p> <p><u>[Signature]</u> 11/9/12 Signature Date</p> <p><u>[Signature]</u> 11/9/12 Signature Date</p> <p>_____ Signature Date</p>
---	---

AMENDMENT NO. 3 TO
CONTRACT NO. C10027
BY AND BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
OVERLAND, PACIFIC & CUTLER, INC. (OPC)

This AMENDMENT No. 3 to CONTRACT No. C10027 is made by and between Overland, Pacific & Cutler, Inc. (hereafter called CONSULTANT) and the San Bernardino County Transportation Authority (hereafter called AUTHORITY):

RECITALS:

WHEREAS, AUTHORITY, under Contract No. C10027 (“Contract”), has engaged the services of CONSULTANT to provide Right-of-Way Acquisition Services including Acquisition, Appraisal, Right-of-Way Engineering, Surveying and Other Specialty Professional Services; and

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

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

1. Article 2, “Performance Schedule”, 2.1, is deleted in its entirety and replaced with the following:

The Period of Performance by CONSULTANT under this Contract shall commence on January 6, 2010 and shall continue in effect until the earlier of December 31, 2015, completion of work, or as otherwise terminated, cancelled or extended as in hereafter provided. This contract does not guarantee any amount of work for either the primary consultant or any subconsultants from the selected team.

2. Article 3, “ Contract Price and Cost Principles”, Section 3.2 is amended to delete “\$3,185,000.00” and replace with “ \$3,235,000.00” .
3. Except as amended by this Amendment, all other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment that is effective as of the day and year executed by AUTHORITY.

Overland, Pacific & Cutler Inc.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____

By: _____

Janice Rutherford, President
Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Eileen Monaghan Teichert
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: November 15, 2012

Subject: Amendment No. 1 to the Trade Corridor Improvement Fund (TCIF) Baseline Agreement C11022 for Laurel Street Grade Separation Project.

Recommendation:* That the following be reviewed and recommended for final approval by the Board of Directors acting as the San Bernardino County Transportation Commission at a regularly scheduled Board meeting:

1. Amendment No. 1 to the Trade Corridor Improvement Fund Baseline Agreement C11022 with the California Transportation Commission, California Transportation Department, and the City of Colton for Laurel Street Grade Separation Project.

2. Authorize the Executive Director to execute Amendment No. 1, including technical and administrative changes that may be necessary, following California Transportation Commission staff review, and to execute any future amendments to C11022 that are consistent with Board-authorized allocations of funds, provided such changes to Amendment No. 1 and such future amendments are approved as to form by SANBAG's General Counsel. Should any policy issues arise from such changes or amendments, the Executive Director will consult with Board Officers.

*

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	x	CTA		SAFE		CMA	
-----	--	-----	---	-----	--	------	--	-----	--

Check all that apply.

MPC1211a-pc

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C11022-01.pdf>

Background:

On December 1, 2010, the San Bernardino Associated Governments (SANBAG) Board approved Trade Corridor Improvement Fund (TCIF) Baseline Agreement C11022 for the Laurel Street Grade Separation Project. The TCIF program guidelines require an amendment to the Project Baseline Agreement should the funding arrangements, delivery schedule, scope, and expected performance benefits be modified. This amendment changes the delivery schedule.

The delay to the schedule is mainly attributed to additional design efforts that were needed to address property access challenges caused by the project. Since Laurel Avenue will be depressed under the BNSF railroad tracks, access to several adjacent properties was impacted and feedback from property owners prompted the development and analysis of several design concepts. This effort required several meetings and workshops with the affected property owners and tenants and, as well as, coordination with City of Colton staff on proposed access solutions. The project development team considered seven access concepts, some with several variations, while the original schedule only assumed one design concept.

Design is expected to be completed in January 2013 and construction is scheduled to begin in May 2013.

Financial Impact:

This item is consistent with the approved SANBAG Fiscal Year 2012/2013 budget, Task No. 0884

Reviewed By:

This item is not scheduled for review for any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator are reviewing this item and draft of the Contract Amendment.

Responsible Staff:

Philip Chu, Transportation Programming Analyst



CONTRACT SUMMARY SHEET

Contract No. C 11022 Amendment No. 01

By and Between

California Transportation Commission, Caltrans, and SANBAG
City of Colton

Contract Description TCIF Baseline agreement for Laurel Street Grade Separation

Board of Director's Meeting Date: 12/5/2012
Overview of BOD Action: Approve Amendment #1 to TCIF Baseline Agreement for Laurel Street Grade Separation Project C11022-01

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
TOTAL CONTRACT VALUE	\$	0	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 0

Contract Start Date 12/1/2010	Current Contract Expiration Date 12/1/2015	Revised Contract Expiration Date 12/1/2015
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. _____. N/A					
<input type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY?					
<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 Overall Funding for the duration of the Contract:					
N/A - This is a project scoping document only					
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable					

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

Philip Chu
Project Manager (Print Name)
Andrea Turcick
Task Manager (Print Name)
Andrea Turcick
Dir. of Fund Admin. & Programming (Print Name)
Jeffery Hill
Contract Administrator (Print Name)

Chief Financial Officer (Print Name)

Signature Andrea Turcick Date 11-9-12

Signature Andrea Turcick Date 11-9-12

Signature [Signature] Date 11/9/12

Signature _____ Date _____

C11022-01
TRADE CORRIDOR IMPROVEMENT FUND (TCIF)
PROJECT BASELINE AGREEMENT AMENDMENT #1

On _____, with CTC Resolution TCIF _____, attached hereto for reference, the California Transportation Commission approved a TCIF Program Amendment to revised project cost and schedule of TCIF Project: Laurel Street Grade Separation.

The Project Baseline Agreement provision for the Laurel Street Grade Separation Project, effective on December 1, 2010, made by and among the California Transportation Commission, the California Department of Transportation, the City of Colton and San Bernardino Associated Governments remain in effect except for the following sections:

4.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

California Department of Transportation
Malcolm Dougherty, Director

California Transportation Commission
Bimla Rhinehart, Executive Director

City of Colton
Sarah Zamora, Mayor

San Bernardino Associated Governments
Raymond Wolfe, Executive Director

APPROVED TO AS FORM:

Eileen Monaghan Teichert, SANBAG General Counsel

C11022-01

Exhibit A

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST
 DTP-0001 (REV. 6/11)

General Instructions

<input type="checkbox"/> New Project		<input checked="" type="checkbox"/> Amendment (Existing Project)		Date:	10/02/12
District	EA	Project ID	PFNO	MPQ ID	TCRP No.
08			1141		55.4
County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency	
SBD				San Bernardino Associated Governments (SANBAG)	
			MPQ	Element	
			SCAG	LA	
Project Mgr/Contact		Phone		E-mail Address	
Paul Melocoton		(909)884-8276			
Project Title					
Laurel Street Grade Separation					
Location, Project Limits, Description, Scope of Work, Legislative Description					
In City of Colton. Construct a grade separation for BNSF railroad lines (TCIF 84).					
Component					
		Implementing Agency		Reimbursements	
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)			
Legislative Districts					
Assembly: 62		Senate: 31, 32			
Congressional: 41, 43					
Purpose and Need					
<p>The purpose of the project is to improve local traffic circulation, enhance safety, reduce train related noise on adjacent properties, and reduce air pollutant emissions from idling vehicles. There are two lanes of traffic crossing six railroad tracks at the existing Laurel Street and BNSF at-grade crossing in the City of Colton. This crossing is resulting in a disruption of local traffic flow when vehicles have to stop for passing trains; construction of the grade separation would improve traffic and reduce air pollutant emissions. In addition, because the trains have to cross an at-grade crossing, federal and state regulations require the trains to sound their horns; this results in adverse noise impacts to nearby properties.</p>					
Project Benefits					
<p>The project would: (1) improve traffic operations, (2) enhance safety by eliminating the potential for vehicle and train collisions at this crossing, (3) reduce train noise impacts to adjacent properties by eliminating the need for passing trains to sound their horns, and (4) reduce air pollutant emissions from idling vehicles that are stopped at the crossing</p>					
Project Milestone					
			Existing	Proposed	
Project Study Report Approved					
Begin Environmental (PA&ED) Phase			12/01/10		
Circulate Draft Environmental Document			Document Type: CE	08/01/11	
Draft Project Report				08/01/11	
End Environmental Phase (PA&ED Milestone)				08/01/11	
Begin Design (PS&E) Phase				08/01/11	
End Design Phase (Ready to List for Advertisement Milestone)				07/01/12	01/11/13
Begin Right of Way Phase				08/01/11	
End Right of Way Phase (Right of Way Certification Milestone)				07/01/12	01/11/13
Begin Construction Phase (Contract Award Milestone)				12/01/12	05/01/13
End Construction Phase (Construction Contract Acceptance Milestone)				05/01/14	05/08/15
Begin Closeout Phase				05/01/14	05/11/15
End Closeout Phase (Closeout Report)				05/01/15	11/08/15

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST
 DTP-0001 (REV. 6/11)

Date: 10/02/12

Division	County	Route	EA	Project ID	FUND	TCRP No.
08	SBD				1141	55.4
Project Title: Laurel Street Grade Separation						

Existing Total Project Cost									Implementing Agency
Component	FY12	12/13	13/14	14/15	15/16	16/17	17/18+	Total	
ESP (FASED)	1,448							1,448	San Bernardino Associated
PSSE	4,379							4,379	San Bernardino Associated
R/W SUP(CT)									
CON SUP(CT)									
R/W	7,800							7,800	San Bernardino Associated
CON		41,967						41,967	San Bernardino Associated
TOTAL	13,627	41,967						55,594	

Proposed Total Project Cost									Implementing Agency
Component	FY12	12/13	13/14	14/15	15/16	16/17	17/18+	Total	
ESP (FASED)									
PSSE									
R/W SUP(CT)									
CON SUP(CT)									
R/W	7,800							7,800	
CON		41,967						41,967	
TOTAL	7,800	41,967						49,767	

Fund No. 1:	State Bond - Trade Corridor Program (TCRP)							Program Code	2D.XC723.000
Existing Funding									Funding Agency
Component	FY12	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Caltrans
ESP (FASED)									
PSSE									
R/W SUP(CT)									
CON SUP(CT)									
R/W									
CON		11,917						11,917	
TOTAL		11,917						11,917	
Proposed Funding									Notes
ESP (FASED)									
PSSE									
R/W SUP(CT)									
CON SUP(CT)									
R/W									
CON		11,917						11,917	
TOTAL		11,917						11,917	

Fund No. 2:	TCRP (Committed) - Traffic Congestion Relief Fund (TCRF)							Program Code	2D.30.710.875
Existing Funding									Funding Agency
Component	FY12	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Caltrans
ESP (FASED)	5,448							5,448	
PSSE	2,240							2,240	
R/W SUP(CT)									
CON SUP(CT)									
R/W	5,448							5,448	
CON		18,433						18,433	
TOTAL	7,880	18,433						26,313	
Proposed Funding									Notes
ESP (FASED)									
PSSE	2,240							2,240	
R/W SUP(CT)									
CON SUP(CT)									
R/W	5,448							5,448	
CON		18,433						18,433	
TOTAL	7,880	18,433						26,313	

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST
 DTP-0001 (REV. 6/11)

Date: 10/22/12

District	County	Route	EA	Project ID	PRNO	TERM
08	SBD				1141	55.4
Project Title: Laurel Street Grade Separation						

Fund No. 3:	Local Funds - Local Transportation Funds (LTF)								Program Code
Existing Funding									20.10.400.100
Component	FYbr	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Funding Agency
ESP (PAVED)	463							463	Cotton, City of
PSSE	174							174	
R/W SUP(CT)									
CON SUP(CT)									
R/W									
CON		3,162						3,162	
TOTAL	637	3,162						3,800	
Proposed Funding									Notes
ESP (PAVED)									
PSSE	463							463	
R/W SUP(CT)									
CON SUP(CT)									
R/W	776							776	
CON		4,029						4,029	
TOTAL	1,239	4,029						5,268	

Fund No. 4:	Local Funds - Local Transportation Funds (LTF)								Program Code
Existing Funding									20.10.400.100
Component	FYbr	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Funding Agency
ESP (PAVED)									San Bernardino Associated Govern
PSSE									
R/W SUP(CT)									
CON SUP(CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
ESP (PAVED)									
PSSE	1,127							1,127	
R/W SUP(CT)									
CON SUP(CT)									
R/W	195							195	
CON									
TOTAL	1,322							1,322	

Fund No. 6:	Local Funds - Local Transportation Funds (LTF)								Program Code
Existing Funding									20.10.400.100
Component	FYbr	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Funding Agency
ESP (PAVED)	463							463	San Bernardino Associated Govern
PSSE	174							174	
R/W SUP(CT)									
CON SUP(CT)									
R/W									
CON		3,084						3,084	
TOTAL	637	3,084						3,721	
Proposed Funding									Notes
ESP (PAVED)									
PSSE									
R/W SUP(CT)									
CON SUP(CT)									
R/W									
CON									
TOTAL									

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 6/11)

Date: 10/02/12

Division	County	Route	EA	Project ID	PPND	ICRP No.
08	SBD				1141	55.4
Project Title: Lane of Street Grade Separation						

Fund No. 6: Private Funds		Existing Funding							Program Code
Component	Rbr	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Funding Agency
ESP (PA&E)									
PS&E									
R/W SUP(CT)									
CON SUP(CT)									
R/W									
CON									
TOTAL									
		Proposed Funding							Notes
ESP (PA&E)									BNSF RRR contribution will be paid at the end of construction
PS&E	455								
R/W SUP(CT)									
CON SUP(CT)									
R/W	730								
CON		4,045						4,045	
TOTAL		4,045						4,045	

Fund No. 7: Private Fund		Existing Funding							Program Code
Component	Rbr	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Funding Agency
ESP (PA&E)									
PS&E									
R/W SUP(CT)									
CON SUP(CT)									
R/W									
CON									
TOTAL									
		Proposed Funding							Notes
ESP (PA&E)									UPRR contribution will be paid in ROW and construction phase
PS&E	359								
R/W SUP(CT)									
CON SUP(CT)									
R/W	601								
CON		3,115						3,115	
TOTAL		3,115						3,115	



- 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: November 15, 2012

Subject: Measure I Valley Freeway Interchange Program Phasing Analysis Scope of Work

Recommendation:* That the Metro Valley Study Session of the SANBAG Board direct SANBAG staff to initiate the Measure I 2010-2040 Valley Freeway Interchange Program Phasing Analysis based on the attached Scope of Work and to report the study findings and recommended action to the SANBAG Board in mid-2013.

Background: On September 13, 2012 the Major Projects Committee recommended authorizing staff to develop a scope of work to analyze a phasing program for the Measure I 2010-2040 Valley Freeway Interchange Program. The Board of Directors approved the recommendation on October 3, 2012.

Subsequently, a scope of work has been developed that will guide the analysis of a phasing program for the Measure I 2010-2040 Valley Freeway Interchange Program. The purpose of this initiative is 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 larger than the funds available, a phased program could stretch the Measure I, State, and federal dollars across a broader cross-section of Valley interchanges.

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Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	
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Check all that apply.

Even though additional State and federal funding may be available for the interchange program, it is not likely to be sufficient to fill the public share funding gap.

Key underlying principles were applied to guide development of the phasing analysis scope of work and include:

- Focus on phases that address existing congestion problems
- Phases must be part of an ultimate interchange concept and not result in “throw-away” costs
- Interchanges currently prioritized in the top 10 list of interchanges would be exempt from consideration (i.e. would still move forward as full interchange projects) with the exception of the I-10/Monte Vista Interchange. However, a lead local jurisdiction could request that an interchange within the top 10 be evaluated for potential phased improvement.

The tasks contained in the scope of work include data collection, evaluation of existing and future traffic congestion and operations, development of phased improvement strategies, and evaluation of those strategies. Finally, the study findings and recommendations will be documented and presented to the Metro Valley Study Session and SANBAG Board for consideration in mid-2013.

New traffic count data will be needed as the basis for phasing recommendations, at an estimated cost of up to \$25,000. Funds currently exist within Task 0404 (Subregional Planning) to contract for these counts. However, a future budget amendment could be required as a result of this work, which was not anticipated during Fiscal Year 2012-2013 budget preparation.

After an initial in-house traffic analysis, a determination will then be made regarding whether geometric design support will be needed. This staged process will minimize costs and allow for the inclusion of resources into either the Fiscal Year 2012-2013 or 2013-2014 budgets for any successive stage that is viewed to be necessary. Attachment 1 presents the detailed scope of work for the Measure I Valley Freeway Interchange Program Phasing Analysis.

Financial Impact: SANBAG staff will perform the analysis and reporting in-house for the current fiscal year, using existing budget. New traffic count data will be needed as the basis for phasing recommendations, at an estimated cost of up to \$25,000. Funds currently exist within Task 0404 (Subregional Planning) to contract for these counts. However, a future budget amendment could be required as a result of this

work, which was not anticipated during Fiscal Year 2012-2013 budget preparation.

Reviewed By: The material in this agenda item was reviewed by the Transportation Technical Advisory Committee on November 5, 2012 and will be reviewed by no other policy committee.

Responsible Staff: Tim Byrne, Chief of Planning

Attachment 1

**VALLEY FREEWAY INTERCHANGE PROGRAM
PHASING ANALYSIS
Draft Scope of Work
October 31, 2012**

The purpose of this study is to develop a strategy to optimize the investment in the Valley Freeway Interchange Program in light of funding shortfalls that could prohibit implementation of full interchange improvements for every interchange identified in the program. Thirty eight (38) interchanges are included in the program, and 33 of those have been prioritized in the Measure I 2010-2040 Strategic Plan. The other five have been constructed or are in the process of being constructed.

Current projections indicate that Measure I revenue available for the Interchange Program will be insufficient to fully fund the public share for each of the interchanges. Approximately \$400 million in 2011 dollars is forecast to be available for the Interchange Program by 2040, compared to an estimated public share cost of approximately \$900 million over that same period for the 33 interchanges on the priority list. Even though additional State and federal funding may be available for the interchange program, it will not be sufficient to fill the public share funding gap for this program. In addition, jurisdictions are likely to have challenges providing the local share of funding required by the Development Mitigation Nexus Study, estimated at \$650 million for the entire program.

Therefore, a phased approach is being recommended for consideration as a strategy to stretch Measure I dollars across a broader cross-section of Valley interchanges. A phasing strategy would target improvements for the most congested ramps or nearby intersections, where feasible. Underlying principles that would be incorporated into the study include:

- Focus on phases that address an existing congestion problem
- Phases must be part of an ultimate interchange concept and not result in “throw-away” costs
- Recently improved interchanges would not be considered
- Interchanges currently under construction would not be considered
- Interchanges currently prioritized in the top 10 list of interchanges would be exempt from consideration with the exception of the I-10/Monte Vista Interchange

A summary of activities to be accomplished is presented below:

1. Data Collection

Evaluate the existing traffic operation characteristics at each interchanges in the Interchange Program to be considered in the study. Interchanges with a current priority between 10-33 will be included in this study.

- a. Gather traffic data from existing data sources including PeMS, Congestion Management Program database, Caltrans, local traffic studies and corridor traffic studies (i.e. I-10 HOV/Express Lane PA&ED and I-15 PSR).
- b. Review previous interchange analysis performed in-house for pm peak hour conditions at select interchanges throughout the Valley.
- c. Outreach to local jurisdiction staff regarding perceived interchange operational constraints and bottlenecks.
- d. Collect data that quantifies congestion for interchange components (i.e. ramp intersections) for a.m. and p.m. peak periods.
 - i. Prepare comprehensive list and map of traffic data requirements, including time of day data collection considerations.
 - ii. Ensure collection program is comprehensive enough to perform delay and queuing analysis. To adequately evaluate queuing impacts at the various interchanges, all locations and time periods associated with queuing impacts will be defined in conjunction with City and Caltrans staff. This will include intersections adjacent to the interchange that impact interchange traffic operations. Queue lengths will be measured at each intersection approach where queues exist under peak hour conditions that impact interchange operations
 - iii. Perform data collection program, obtaining appropriate traffic count, queue, delay, geometric, picture, video and other pertinent information for each of the interchanges included in the Interchange Program.

2. Existing Conditions

Based on the traffic data collected in Task 1, perform existing condition am and pm peak hour analysis for the various interchange components. Analysis will include Synchro level of service and delay analysis, queue delay analysis and travel time analysis. Summarize existing operational characteristics in tabular and graphical formats as appropriate. Prepare qualitative discussion of intersection operations to support the quantitative analysis. Existing condition analysis will include the following considerations:

- a. On-ramp queue impacts on local circulation system
- b. Off-ramp storage space
- c. Ramp intersection control operations and efficiency
- d. Coordinated movement of vehicles through an interchange
- e. Safety considerations
- f. Truck movements

3. Future Conditions

Prepare future conditions assessment to supplement existing conditions analysis and provide quantitative support for timing of potential interchange improvements. As the primary focus of the study is to develop a prioritized list of potential phasing improvements that can address existing traffic congestion deficiencies, the future analysis will not be as comprehensive as the existing

conditions analysis. Therefore, a planning level analysis of future traffic volumes and operations will be prepared.

- a. Generate future 2035 interchange forecast volumes through application of SBTAM.
- b. Summarize existing and future interchange traffic volumes in tabular fashion to identify interchange traffic demand growth.
- c. Identify potential operational constraints associated with forecast traffic growth.

4. Develop Phased Improvement Strategies

Upon completion of the existing and future operational analysis, develop phased improvement strategies that can improve operations of interchanges. The operational analysis will define the critical components where current traffic deficiencies are experienced and forecast. This analysis will be used as a tool to assist in development of strategies to provide congestion relief. Through a thorough review of the analysis and future traffic forecasts, geometric and/or Intelligent Transportation Systems (ITS) improvements will be developed that can provide congestion relief to the Valley Interchanges. Phased improvements may consist of addition of intersection/arterial capacity, restriping, signal modifications, signal synchronization, ramp meters, ramp storage, etc. Development of improvements will consider physical feasibility and how the phased improvement fits into the overall interchange improvement project to ensure throw away costs are minimized and the phased improvement provides a direct and immediate benefit to offset existing traffic operations deficiencies.

Preliminary geometric assessments will be performed and schematics developed from which planning level cost estimates can be derived. Cost estimates will be developed for each phased improvement and benefits from each improvement strategy evaluated under existing and future conditions to define the level of benefit each strategy would provide. Summary tables and graphics will be developed to summarize the specific improvement strategies and associated cost estimates.

5. Develop interchange improvement phasing strategy

A technically defensible phased improvement strategy is required to present sound recommendations to the Major Projects Committee and SANBAG Board to optimize the investments into Valley interchanges. The phasing strategy is not considering changes to the interchange priority list, however, a prioritized list of phasing improvements will be developed based on quantitative analysis. A priority ranking system will be developed and vetted that considers quantitative and qualitative information that will ultimately assist in ranking potential phased improvements.

- a. Based on the existing operational assessment and future conditions assessment, develop alternative methodologies to rank/prioritize interchange components considering: existing operating characteristics, future forecasts, improvement benefit/cost ratio; improvement costs; relationship to ultimate interchange configuration and to mainline improvements, etc. Note: Changes in the overall interchange priority list are not being considered at this time, but may be considered as part of the evaluation of Measure I amendments in 2015.

- b. Identify potential partial interchange improvements that would provide the greatest benefit to the local area and region. Consideration will be given to constructability, phasing feasibility and timeframe for when improvements are necessary.
- c. Planning level cost estimates will be compared to the expected funding availability for the overall Freeway Valley Interchange Program.
- d. A phasing improvement strategy priority matrix will be generated comparing the relative merits of each of the various improvement strategies to identify the overall benefit of each improvement and the prioritization of each phased improvement.
- e. A prioritized list of phased interchange improvements for consideration by technical advisory committees and Board will be developed.

6. Documentation

Document study findings and develop a preferred solution for consideration by the TACs and Board.

- a. Prepare a draft report documenting the existing and future analysis methodology and results. Graphically display findings of priority/ranking of potential partial/phased interchange improvements identifying specific components considered for phased implementation approach.
- b. Develop draft recommendations for phased approach to implementation of Valley interchange improvements.
- c. Circulate draft report to TACs for review and comment.
- d. Prepare final report and present findings to the Metro Valley Study Session and the SANBAG Board in approximately mid-2013.



- 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: November 15, 2012

Subject: Measure I policy revisions to accommodate local share loan options for the Valley Freeway Interchange Program

Recommendation:* Recommend that the SANBAG Board, acting as the San Bernardino County Transportation Authority, approve the revisions to Measure I 2010-2040 Strategic Plan Policy 40005 as shown in Attachment 1.

Background: On October 3, 2012, the SANBAG Board authorized 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 were to be structured based on the funding principles described in the October 3 agenda item and were to be considered for approval at a subsequent policy committee meeting and by the SANBAG Board.

Any future local share loans are to be based on those policies, with approval required by the SANBAG Board for individual loan agreements, following a case-by-case analysis of the feasibility, risks, and potential impacts of each loan. Loan terms and conditions are to be documented in a loan agreement between SANBAG and the jurisdiction obtaining the loan. Loan options for which policies were developed include:

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	<p><i>Approved</i> <i>Metro Valley Study Session</i></p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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COG		CTC		CTA	X	SAFE		CMA	
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Check all that apply.

- 1) Loans from a jurisdiction's Measure I Local Street Program "pass-through" 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. Two sub-options were advanced, one to coordinate the local share bond issue with one of SANBAG's bond issues for other projects, and another to have the jurisdiction arrange for a separate bond issue. In both cases, Local Street Program funds would be used as security for the loan.

Discussion of the need for local share loan options began at a workshop for the Major Projects Committee on May 10, 2012. One of the concerns expressed was 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 led to the recommendation of the local share loan "toolbox" framework at the Major Projects Committee on September 13, 2012 and to Board approval on October 3.

The revisions to Measure I Strategic Plan Policy 40005 in Attachment 1 are consistent with the framework approved by the SANBAG Board. The revisions to the policy are contained entirely within Section H. Text additions are shown in bold with a larger font, and deletions are shown in strikeout text. These policy revisions were reviewed by the Transportation Technical Advisory Committee (TTAC) on November 5. The development of the framework contained in the October 3 Board agenda had previously received input from the TTAC and from the City/County Managers Technical Advisory Committee (CCMTAC). A complete review of the background behind the revision of the policy may be found in Agenda Item 12 of the October 3 Board agenda.

Financial Impact: This agenda item has no financial impact on the SANBAG budget. However, the policy revisions recommended in this item will provide financial options 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 the Transportation Technical Advisory Committee. This agenda item is not being reviewed by any other policy committee.

Responsible Staff: Steve Smith, Director of Planning

San Bernardino Associated Governments	Policy	40005
Adopted by the Board of Directors April 1, 2009	Revised	11/15/12 11/3/10
Valley Freeway Interchange (VFI) Program Measure I 2010-2040 Strategic Plan	Revision No.	2 4

Important Notice: A hardcopy of this document may not be the document currently in effect. The current version is always the version on the SANBAG website.

Table of Contents
 Purpose References Definitions Policies for Valley Freeway Interchange Program Revision History

I. PURPOSE

The purpose of this policy is to delineate the requirements for administration of the Valley Freeway Interchange Program for Measure I 2010-2040. The policy establishes the funding allocation process, reimbursement mechanisms, project eligibility and prioritization, limitations on eligible expenditures, the role of SANBAG in project delivery, and cost overrun responsibilities.

II. REFERENCES

Ordinance No. 04-01 of the San Bernardino County Transportation Authority, Exhibit A – Transportation Expenditure Plan

III. DEFINITIONS

Capital Projects Need Analysis (CPNA) – A five-year plan of capital project needs for each program included in the San Bernardino Valley Expenditure Plan. The CPNA includes estimates of project costs to be incurred by funding type, fiscal year, and phase for the five year period following the beginning of the subsequent fiscal year.

Development Share– The percentage share of total project cost assigned as the development contribution percentage as listed in the SANBAG Nexus Study.

Public Share – The share of project cost calculated as the total cost of the project minus the developer share.

Sponsoring Agency – The jurisdiction with the majority share development mitigation responsibility for projects included in the SANBAG Development Mitigation Nexus Study.

IV. POLICIES FOR THE VALLEY FREEWAY INTERCHANGE PROGRAM

A. Allocation of Measure I 2010-2040 Funding

Policy VFI-1: Initiation of project development work on freeway interchange projects shall be the responsibility of local jurisdictions, with the exception that project development work on interchange improvements required to enable the construction of freeway mainline projects may be initiated by SANBAG at the discretion of the Board of Directors.

Policy VFI-2: The SANBAG Board of Directors shall allocate funding to specific Valley Freeway Interchange projects as nominated by sponsoring member agencies through their five-year Capital Projects Need Analysis (CPNA). If nominations exceed the available funding, SANBAG shall allocate funds to sponsors of the nominated projects in order of project priority assigned through a prioritization methodology approved by SANBAG as documented in the Strategic Plan. Fund allocation shall anticipate the Measure I public share costs for subsequent years of a project so that the intent of Policy VFI-3 can be achieved. Funding for initial phases of projects of lesser priority may be deferred depending on the outcome of the annual cash flow analysis. Full funding of the higher priority projects

through construction shall be given priority, even if the nominations are less than available funding for any given year.

Policy VFI-3: Allocations to a Valley Freeway Interchange project shall be limited to the current phase of the project. However, an allocation of funds to the Project Approval and Environmental Documentation (PA&ED) phase or to a subsequent phase prior to construction shall represent a commitment by SANBAG to timely funding of the public share of the project through construction, subject to the availability of Measure I, State, and federal funds.

B. Cost Reimbursement

Policy VFI-4: The Valley Freeway Interchange Program shall be administered as a cost reimbursement program. Sponsoring agencies shall enter into Project Funding Agreements with SANBAG, as specified in Policy 40001, prior to receiving authorization from SANBAG to expend funds. Following the authorization to expend funds, the sponsoring agency may incur expenses for the components of the project identified in the scope of work included in the Project Funding Agreement.

Policy VFI-5: On an exception basis and subject to SANBAG Board approval, the advanced reimbursement of anticipated expenses may be permissible. Only the right-of-way and construction phases are eligible and are subject to the conditions stated below.

- Right-of-way: Only right-of-way transactions in excess of \$500,000 shall be considered for advance reimbursement. The advanced reimbursement shall be based on an accepted written appraisal or sales contract. Adjustments to this estimate based on actual costs shall be reconciled with SANBAG within 30 days of close of escrow and subject to the provisions governing right-of-way purchase established in Policy VFI-30.
- Construction: The advanced reimbursement shall be based on an awarded construction contract in excess of \$10,000,000. The amount to be advanced to the local jurisdiction shall not be greater than 10% of the public share of total project cost or of three months estimated peak burn rate for the project, whichever is less. The advanced reimbursement shall be used to help provide liquidity to the local jurisdiction for payment to the contractor and shall be reconciled at the end of the construction phase of the project. SANBAG shall reimburse jurisdiction invoices, in addition to the advanced reimbursement amount, until the public share amount remaining in the contract is equivalent to the advanced reimbursement, after which the advanced reimbursement shall satisfy SANBAG reimbursement requirements.

C. Sponsoring Agency Reimbursement Invoices

Policy VFI-6: Sponsoring agencies shall submit invoices to SANBAG for actual expenditures incurred for components of an interchange project as identified in the scope of work included in the Project Funding Agreement. Invoices may be submitted to SANBAG as frequently as monthly.

Policy VFI-7: The sponsoring agency shall provide adequate documentation to substantiate the costs included in the invoice. At a minimum, the sponsoring agency must submit the invoice provided by the contractor/consultant to the agency, which shall include unit costs, quantities, labor rates and adequate documentation of any other expenses incurred by the contractor/consultant.

Policy VFI-8: The sponsoring agency shall be reimbursed for the actual project costs minus the development share documented in the SANBAG Development Mitigation Nexus Study.

D. Local Lead Agency Reimbursement Schedule

Policy VFI-9: SANBAG shall reimburse the local lead agency for eligible expenditures within 30 days of receiving a complete and satisfactory invoice package, which shall include all backup and support materials required to substantiate the invoice as identified in Policy VFI-7.

E. Valley Freeway Interchange Program Eligible Projects

Policy VFI-10: Valley freeway interchanges included within the SANBAG Development Mitigation Nexus Study, as periodically updated, are the only freeway interchange projects eligible to be funded by the Valley Freeway Interchange Program.

Policy VFI-11: The SANBAG Development Mitigation Nexus Study shall calculate and document the public and development share costs for each eligible interchange as well as the local jurisdiction responsibility for development share costs.

Policy VFI-12: No new project shall be added to the Valley Freeway Interchange Project List included in the Nexus Study unless the sponsoring agency can provide a comparable reduction in the public

share cost, either by eliminating another interchange of comparable cost or increasing the local jurisdiction's development share contribution so as to avoid a net increase in public share cost. Written agreement to withdraw the interchange shall be obtained from the elected body for any minority share jurisdiction and shall be presented to SANBAG prior to Board action.

F. Valley Freeway Interchange Prioritization

Policy VFI-13: Within the Valley Freeway Interchange Program, projects needed to facilitate delivery of the San Bernardino Valley Freeway Program shall receive priority over the other eligible freeway interchange projects and may be initiated at the discretion of SANBAG. Initiation of an interchange project by SANBAG shall not waive any requirements for local jurisdictions to provide the development share of the project cost. However, SANBAG shall work with the responsible jurisdiction(s) on such projects to transact a loan for the fair share amount or negotiate other payment terms that will allow for reimbursement of the fair share amount to SANBAG over a mutually agreeable timeframe.

Policy VFI-14: Following allocations to interchanges pursuant to Policy VFI-13, Valley Freeway Interchange Program funding shall be allocated to projects nominated by sponsoring agencies according to a prioritization list approved by the SANBAG Board, and included for reference in Section IV.B.5 of the Strategic Plan.

Policy VFI-15: The Valley Freeway Interchange Program prioritization shall be based on a benefit/cost methodology and may also include consideration of congestion on the freeway mainline caused by deficiencies at the interchange. The prioritization list shall be considered for updates in conjunction with the reviews of the Expenditure Plan required in Section XIV. EXPENDITURE PLAN AMENDMENTS of the Measure I 2010-2040 ordinance. However, the SANBAG Board of Directors may request a re-evaluation of the prioritization list at any time.

Policy VFI-16: Project initiation shall be the responsibility of a local sponsoring jurisdiction, unless otherwise directed by the SANBAG Board pursuant to Policy VFI-13. Nominations by sponsoring jurisdictions occur through inclusion of the candidate project in the sponsor's CPNA for the year of the requested allocation.

Policy VFI-17: A sponsoring jurisdiction may begin expenditure of funds following the execution of a Project Funding Agreement, which shall include the scope of work for a project or project phase and a commitment to provide the development share of the funding through all the phases of the project, pursuant to the Development Mitigation Cooperative Agreement required by Policy VFI-21. The Project Funding Agreement shall be executed by the sponsoring agency and SANBAG prior to the expenditure of funds on any phase of the project. Sponsoring agencies shall not be reimbursed for any costs incurred prior to the execution of the Project Funding Agreement.

Policy VFI-18: Sponsoring agencies that desire to deliver a Valley Freeway Interchange Program project to which funds cannot be allocated in a given year shall be eligible for reimbursement through the Advance Expenditure process outlined in Policy 40002.

G. Development Mitigation Fair Share Contributions

Policy VFI-19: Funds allocated by SANBAG to any phase of a Valley Freeway Interchange project shall be matched by development contributions in accordance with the minimum development contribution percentages identified in the SANBAG Nexus Study.

Policy VFI-20: The sponsoring agency is responsible for coordination of all minority share development mitigation contributions identified in the SANBAG Development Mitigation Nexus Study.

Policy VFI-21: No allocation of funding by SANBAG to a Valley Freeway Interchange project shall occur prior to execution of the Development Mitigation Cooperative Agreement among all development mitigation contributors identified in the SANBAG Nexus Study or commitment by the sponsoring agency to provide the minimum development share.

Policy VFI-22: A Development Mitigation Cooperative Agreement shall be approved by all jurisdictions with funding responsibility for an interchange project as identified in the Nexus Study. The Development Mitigation Cooperative Agreement provides a guarantee of the development mitigation contributions required by the Nexus Study. The cooperative agreement shall be submitted with the sponsoring agency's five-year CPNA for any Valley Freeway Interchange project included in the first year (year 1) of the CPNA. These agreements shall be approved by each jurisdiction's city council and, where applicable, the County Board of Supervisors. Where SANBAG initiates project

development on an interchange project, SANBAG shall be responsible for coordinating the execution of the Development Mitigation Cooperative Agreement.

H. Development Mitigation Fair Share Loans and Loan Repayment

Policy VFI-23: On an exception basis, project sponsors and other participating local jurisdictions may request loans from SANBAG for the development contribution to facilitate project delivery. Any such loan is subject to approval by the SANBAG Board of Directors **on a case-by-case basis after a risk assessment and a complete analysis of the impact of the proposed loan on the other projects in the Interchange Program. A loan agreement, separate from any other cooperative agreement or funding agreement, shall be approved by the jurisdiction City Council/Board of Supervisors and SANBAG Board of Directors detailing agreement terms. The following set of options for development share loans from SANBAG may be considered by the SANBAG Board:**

- 1. Loans from a jurisdiction's Measure I Local Street Program funds (no bonding) - Allow loans for up to 2/3 of the development share (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 policy, 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.
 - 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).
 - 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. because insufficient DIF funds are collected) the loan obligation will be considered fulfilled.
 - h. 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 as a potential hedge against Measure I revenue being lower than forecast.
 - i. Any additional cost of administration of the loan incurred by SANBAG may be included as a cost to be borne by the jurisdiction and may be included in the loan.
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, or other legally appropriate non-Measure I funds. 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.
 - e. SANBAG would release the withheld arterial 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. because 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. This reassignment of funds would be part of the renegotiation of the loan.
 - 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. Any additional cost of administration of the loan incurred by SANBAG may be included as a cost to be borne by the jurisdiction and may be included in the loan.
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 (i.e. 5 year maximum term; Local Agency Investment Fund (LAIF) interest rate 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, or**
- ii. Arranged independently by the jurisdiction, with the debt service paid directly by Local Street funds the jurisdiction receives from SANBAG. 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 the 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 reserves the right to audit local jurisdiction development mitigation accounts to verify development fee collections used as the basis of loan repayment. Loans that are the result of initiation of a project by SANBAG, pursuant to Policy VFI-13, shall be negotiated on a case-by-case basis with terms that may vary from those above.

Policy VFI-24: Jurisdictions may borrow from other internal accounts (i.e. within their own jurisdictions) to fund the required development share for projects. The internal accounts shall be reimbursed by development mitigation as development occurs.

I. Development Mitigation Fair Share Credit Agreements

Policy VFI-25: Local jurisdictions and developers shall be allowed to enter into credit agreements or other arrangements for developer provision of roadway improvements approved by the City Council/Board of Supervisors. Such agreements will be strictly between the local jurisdiction and the developer.

Policy VFI-26: A copy of the credit agreement or other developer credit documentation and invoices to substantiate quantities and unit costs for developer work on a Nexus Study project shall be provided when a local jurisdiction submits an invoice for reimbursement.

Policy VFI-27: Local jurisdictions that submit an invoice involving a credit agreement or other arrangement for developer provision of roadway improvements shall separate the development mitigation portion of construction costs from any non-development mitigation portion of the development project in a verifiable fashion.

Policy VFI-28: Reimbursement shall occur for only the public share of the Nexus Study project costs.

J. Eligible Valley Freeway Interchange Program Expenditures

Policy VFI-29: Eligible Valley Freeway Interchange Program expenditures shall include the costs for project phases of any Valley Freeway Interchange improvement included in the SANBAG Nexus Study.

Policy VFI-30: The following costs are ineligible for reimbursement from the Valley Freeway Interchange Program:

- Additional environmental or architectural enhancement not required as part of the mitigation pursuant to the approved environmental document(s) for the project.
- Project oversight costs, with the exception of construction support costs.
- Property acquired through the right-of-way acquisition process that is not required for the actual construction of a project. SANBAG will either:
 1. Reimburse the jurisdiction for the public share of the portion of the property acquisition required for the project, with the "project portion" calculated as the sales price times the percentage of the acreage actually required for the project, or
 2. At the request of the jurisdiction, reimburse based on the difference between the total sales price of the parcel and the residual value of the excess land not needed for the construction of the project, as determined by a qualified appraisal.
- Additional project scope not included in the Project Funding Agreement between the sponsoring agency and SANBAG, except when SANBAG and the local agency mutually agree to a project scope change and amend the Project Funding Agreement.

K. Construction Cost Overruns

Policy VFI-31: Jurisdictions shall bear full responsibility for construction cost overruns, which are defined as any amount in excess of the total cost of the accepted bid and contingencies up to 10% of the construction bid. On an exception basis, SANBAG and the lead agency may agree to the modification of the project scope, and the jurisdiction may be reimbursed for the public share of the additional costs pursuant to an amendment to the Project Funding Agreement. Jurisdictions shall share construction cost overrun expenses in proportion to the shares of development mitigation responsibility specified in the Nexus Study. The private share of any cost overrun or project cost increment associated with a project shall be shared by all jurisdictions responsible for the project at the rates identified in the Nexus Study.

L. SANBAG Project Management for Valley Freeway Interchange Program Projects

Policy VFI-32: Management of projects in the Valley Freeway Interchange Program shall be the responsibility of local jurisdictions. However, SANBAG, at the option of the Board of Directors, may assume project management responsibilities for a Valley Freeway Interchange project under one or more of the following conditions:

- The public share percentage of the project is greater than 50%.
- Where federal or State funds with delivery time constraints have been secured for the project, where the funds would be withdrawn if the time constraints are not met, and where the

withdrawal of funds would increase the amount of other public share funds needed to fund the project. Alternatively, a local jurisdiction may assume the lead if it agrees to be responsible for the loss of any federal or State funds withdrawn as a result of not meeting the time constraints.

- Where SANBAG staff has identified reconstruction of an interchange as necessary prior to or as part of the construction of a San Bernardino Valley Freeway Program project.

The existence of any of the above conditions shall not obligate SANBAG to manage the project.

Policy VFI-33: For projects subject to SANBAG project management pursuant to Policy VFI-32, project management costs will be included as part of the project cost and the costs will be distributed per the public and private share percentages established by the Nexus Study.

Policy VFI-34: Local jurisdictions may request that SANBAG manage interchange projects for which SANBAG does not opt to assume project management responsibilities under Policy VFI-32. SANBAG may agree to assume management responsibilities under the following conditions:

- The sponsoring agency must provide a written request for SANBAG management of the interchange project.
- SANBAG determines that it has available staff or consultant resources to manage the project.
- The request is approved by the SANBAG Board.

Subject to these conditions, a cooperative agreement specifying management services must be approved by the city council/Board of Supervisors representing the agency sponsoring the project, and the SANBAG Board.

Policy VFI-35: For projects subject to SANBAG project management pursuant to Policy VFI-34, local jurisdictions shall pay 100% of actual SANBAG project management costs, to be estimated in advance by SANBAG.

Policy VFI-36: For projects subject to SANBAG project management, SANBAG will coordinate the collection of development mitigation funds from local jurisdictions and expenditure of those funds as required to complete the project.

V. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted by the Board of Directors.	04/01/2009
1	Policy VFI-15: Replaced the last sentence: The prioritization list shall be updated every two years in accordance with the biennial Nexus Study update or as directed by the SANBAG Board of Directors. with: The prioritization list shall be considered for updates in conjunction with the reviews of the Expenditure Plan required in Section XIV. EXPENDITURE PLAN AMENDMENTS of the Measure I 2010-2040 ordinance. However, the SANBAG Board of Directors may request a re-evaluation of the prioritization list at any time.	11/03/2010
2	Par. IV.H: Revised	Mm/dd/yy

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
SRTTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning

- Develop an accessible, efficient, multi-modal transportation system

- Strengthen economic development efforts

- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996