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

AGENDA
Board of Directors Meeting
December 5, 2012

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

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

LOCATION

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

Board of Directors

President

Janice Rutherford, Supervisor
County of San Bernardino

Vice-President

Mike Leonard, Council Member
City of Hesperia

Cari Thomas, Mayor
City of Adelanto

Rick Roelle, Council Member
Town of Apple Valley

Julie McIntyre, Mayor Pro Tem
City of Barstow

Bill Jahn, Mayor
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Ed Graham, Council Member
City of Chino Hills

Sarah Zamora, Mayor
City of Colton

Michael Tahan, Council Member
City of Fontana

Walt Stanckiewitz, Mayor
City of Grand Terrace

Larry McCallon, Mayor
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Edward Paget, Mayor
City of Needles

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Pete Aguilar, Mayor
City of Redlands

Ed Scott, Mayor Pro Tem
City of Rialto

Patrick Morris, Mayor
City of San Bernardino

Jim Harris, Council Member
City of Twentynine Palms

Ray Musser, Mayor
City of Upland

Ryan McEachron, Mayor
City of Victorville

Dick Riddell, Mayor
City of Yucaipa

George Huntington, Council Member
Town of Yucca Valley

Robert A. Lovingood, Supervisor
County of San Bernardino

James Ramos, Supervisor
County of San Bernardino

Gary Ovitt, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Basem Muallem, Caltrans
Ex-Officio Member

Ray Wolfe, Executive Director

Eileen Teichert, SANBAG Counsel

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

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

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

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

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

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

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

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

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

AGENDA

**Board of Directors
 December 5, 2012**

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

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Pursuant to Government Code Section 54956.9

Sergio Acoba, etal. v. Caltrans, etal., Case No. CIV85817887

2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Pursuant to Government Code Section 54956.9

Myrna Lardizabal, etal. v. Atkinson Contractors, etal., Case No. CIV DS1208319

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Existing litigation pursuant to Government Code Section 54956.9, subdivision (a), with respect to the following matters:

SANBAG sbX Parcel #	Case Name and Number
B-239	<u>SANBAG v. Orange Show Road Properties, LLC, et al.</u> , San Bernardino County Superior Court Case No. CIVDS 1104962
B-243	<u>SANBAG v. World Oil Marketing Company.</u> San Bernardino County Superior Court Case No. CIVDS 1104963
B-245	<u>SANBAG v. F & C Jara Properties Fourth Limited Partnership, et al.</u> , San Bernardino County Superior Court Case No. CIVDS 1104964
C-18/20/22	<u>SANBAG v. Hospitality LLC, et al.</u> , San Bernardino County Superior Court Case No. CIVDS 1103202
C-33	<u>SANBAG v. Rafaat Ryad Luga, et al.</u> , San Bernardino County Superior Court Case No. CIVDS 1103185
C-39/40/41/44/45/46 47/48/49/50/51/52/57/58	<u>SANBAG v. Rancon Realty Fund V Subsidiary LLC, et al.</u> , San Bernardino County Superior Court Case No. CIVDS 1103178
C-42	<u>SANBAG v. N and D Restaurants, Inc., et al.</u> , San Bernardino County Superior Court Case No. CIVDS 1103206
C-71	<u>SANBAG v. Costco Wholesale Corporation, et al.</u> , San Bernardino County Superior Court Case No. CIVDS 1103192

4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Executive Director

Pursuant to Government Code Section 54957

****CONVENE REGULAR MEETING at 10:30 a.m.****

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

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

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

- I. Pledge of Allegiance
- II. Attendance
- III. Announcements:
 - Calendar of Events (Pg. 16)
- IV. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

- 1. **Possible Conflict of Interest Issues for the Board Meeting of December 5, 2012** Pg. 17

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

Consent Calendar

Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at SANBAG Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up under Agenda Item 27.

Administrative

- 2. **Board of Directors Attendance Roster** Pg. 22

- 3. **October 2012 Procurement Report** Pg. 26

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

This item was reviewed by the General Policy Committee on November 14, 2012.

- 4. **Request for Proposal 13068 for Investment Advisor Services** Pg. 28

Authorize and approve release of Request for Proposal 13068 for qualified firms to provide Investment Advisor Services for San Bernardino Associated Governments. **William Stawarski**

This item was unanimously recommended for approval by the General Policy Committee on November 14, 2012. SANBAG General Counsel and Contract Administrator have approved this item and Scope of Services as to form.

Consent Calendar Continued....

Administrative (Cont.)

- 5. Measure I Revenue Estimate for Fiscal Year 2013/2014 Allocation Planning Pg. 34**

Approve a Measure I 2010-2040 revenue estimate of \$139.4 million for Fiscal Year 2013/2014 and the revenue distribution by subarea in Table 2 for purposes of allocation planning for Fiscal Year 2013/2014. **William Stawarski**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 14, 2012.

- 6. Contracting and Procurement Policy Amendment – Cooperative Procurement Policy with Other Government Agencies Pg. 37**

Approve an amendment to San Bernardino Associated Governments' Contracting and Procurement Policy 11000 to include a Cooperative Procurement Policy with Other Government Agencies. **Kathleen Murphy-Perez**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 14, 2012. SANBAG General Counsel and Contract Administrator have approved this item as to form.

- 7. 2013 Board of Directors and SANBAG Policy Committee Meeting Schedule Pg. 40**

Approve the 2013 Board of Directors and Policy Committee meeting schedules. **Duane Baker**

The individual policy committee schedules were approved by the respective policy committees during the month of November with the exception of the Mountain/Desert Committee. This item will be scheduled for review by the Mountain/Desert Committee at their next meeting.

Regional/Subregional Planning

- 8. Measure I Valley Freeway Interchange Program Phasing Analysis Scope of Work Pg. 54**

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. **Steven Smith**

This item was reviewed by the Transportation Technical Advisory Committee on November 5, 2012 and was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012.

Consent Calendar Continued....

Regional/Subregional Planning (Cont.)

- 9. Measure I policy revisions to accommodate local share loan options for the Valley Freeway Interchange Program Pg. 61**

Approve the revisions to Measure I 2010-2040 Strategic Plan Policy 40005 as shown in Attachment 1. **Steven Smith**

This item was reviewed by the Transportation Technical Advisory Committee on November 5, 2012 and was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012.

- 10. Development of the San Bernardino Countywide Transportation Plan Pg. 73**

Authorize SANBAG staff to initiate development of the San Bernardino Countywide Transportation Plan based on the attached scope of work. **Steven Smith**

This item was reviewed by the Transportation Technical Advisory Committee on November 5, 2012 and was reviewed and unanimously recommended for approval by the General Policy Committee on November 14, 2012.

Project Delivery

- 11. Laurel Street Grade Separation, Set Date for Hearing to Consider Resolutions of Necessity Pg. 81**

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". **Garry Cohoe**

This item was reviewed and recommended for approval (8-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012.

- 12. Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project Utility Easement Pg. 84**

Approve 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. **Garry Cohoe**

This item was reviewed and recommended for approval (9-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012. SANBAG General Counsel has reviewed this item and the Joint Use Agreement.

Consent Calendar Continued....

Project Delivery (Cont.)

13. **Interstate 215 Segment 3 Right-of-Way Cooperative Agreement Amendment** Pg. 98

Approve 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. **Garry Cohoe**

This item was reviewed and recommended for approval (11-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012.

14. **Interstate 215 (I-215) Bi-County Projects** Pg. 104

1. Approve 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. Approve 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. **Garry Cohoe**

This item was reviewed and recommended for approval (10-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012. SANBAG General Counsel has reviewed this item and the Amendments.

15. **Construction and Maintenance Agreement for the Highgrove BNSF Railway Company Undercrossing bridges on Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project** Pg. 112

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. **Garry Cohoe**

This item was reviewed and recommended for approval (10-1-0; Opposed: McCallon) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012. SANBAG General Counsel has reviewed this item and the C&M Agreement.

Consent Calendar Continued....

Project Delivery (Cont.)

16. On Call Right-of-Way Contract

Pg. 213

1. Approve 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. **Garry Cohoe**

This item was reviewed and recommended for approval (11-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the Amendment.

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

Pg. 219

1. Approve 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. Approve Budget Amendment to Task No. 0826 for Fiscal Year (FY) 2012/13 made to remove the \$1,491,009 Demonstration High Priority Program funds and add \$500,000 Interstate Maintenance Discretionary (IMD) federal funds, for a net FY 2012/2013 budget reduction of \$991,009. **Garry Cohoe**

This item was reviewed and recommended for approval (11-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012.

Transit/Commuter Rail

18. Approve Agreement No. C13077 (12-25-107-00) between San Bernardino Associated Governments, Orange County Transportation Authority, Riverside County Transportation Commission, Ventura County Transportation Commission and Southern California Regional Rail Authority

Pg. 226

1. Ratify the actions of staff taken in Fiscal Year 2010/2011 in approving the transfer of credit for federal grant funds held by Metrolink among fiscal years and member agencies to avoid the loss of federal grant funds needed for the Metrolink Rehabilitation project.
2. Approve Agreement No. C13077 (12-25 107-00) between San Bernardino Associated Governments, Orange County Transportation Authority, Riverside County Transportation Commission, Ventura County Transportation Commission, and Southern California Regional Rail Authority for the approval of Southern California Regional Rail Authority Federal Transit Administration Section 5309 funds and grant application. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on November 15, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

Consent Calendar Continued....

Transit/Commuter Rail (Cont.)

- 19. License agreement for use of San Bernardino Associated Governments (SANBAG) Right-of-Way and Right-of-Entry Permit on SANBAG Right-of-Way** Pg. 237

1. Approve License Agreement No. R13073 with William J. Patterson for the interim use of a portion of Right-of-Way for the parking of vehicles for employees of adjacent business and the installation, operation, maintenance and repair of a private road crossing, business sign and a fire water pipeline along the northerly portion of the San Bernardino Associated Governments' Redlands Subdivision Right-of-Way northerly of W. Redlands Boulevard and adjacent to Tennessee Street in the City of Redlands and;

2. Approve License Agreement No. R13072 with Verizon Communication, Inc. for the installation, operation, maintenance and repair of one (1) overhead fiber optic cable containing up to seventy-two (72) fibers crossing San Bernardino Associated Governments' San Gabriel Subdivision at the point where Meridian Avenue would cross the rail Right-of-Way in the City of San Bernardino; and

3. Waive San Bernardino Associated Governments Contract and Procurement Policy 11000 V.F., for Contract Nos. R13072 and R13073 which limits the maximum standard contract term to five (5) years; and

4. Authorize the Executive Director or his designee to execute the License Agreements in Recommendations 1 and 2, and any other necessary and proper documents to implement the License agreements' terms, that are approved as to form by General Counsel.
Mitch Alderman

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on November 15, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the license agreements.

- 20. Amendment No. 2 to Contract No. C11126 with Nossaman, LLP for E Street sbX right-of-way legal services** Pg. 282

1. Approve Amendment No. 2 to Contract No. C11126 with Nossaman, LLP in the amount of \$1,000,000 increasing the total not-to-exceed amount to \$4,150,000.

2. Approve budget amendment to Task No. 311 increasing the task by \$1,000,000 with funding to be provided by reimbursement from Omnitrans per Contract No. C10263. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on November 15, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the contract amendment.

Consent Calendar Continued....**Transit/Commuter Rail (Cont.)****21. Property Appraisals, Agreement for Possession and Use, and Acquisition of property necessary for the Downtown San Bernardino Passenger Rail Project and San Bernardino Transit Center** Pg. 289

1. Approve appraisals for the following properties required for the construction of the Downtown San Bernardino Passenger Rail Project (DSBPRP) and San Bernardino Transit Center (SBTC): 0138-231-02, -04, -05, -09 & -10, Robert & Judith Ann Harraka, Fam Trust; 0138-273-01, -02 -03, -04 & -36, Bruce W. Hefftner; 0138-273-09, -10, -11, -12, -13, -16 & -33, Big Z Autoworks, Inc; 0138-273-24 and -25, James E. Ott & Barbara J. Ott, Trustees of the James E. Ott & Barbara J. Ott 2010 Revocable Trust dated July 9, 2010; 0138-273-26 & -27, Kristin Neville, Trustee Trust No. 982-2Z U/A/D 9/4/95; 0138-273-20, -21 & -40, Riverside Cement Company; 0138-312-15, James McHenry & Kathryn McHenry; 0138-312-53, Hoak Bros. Plating; 0138-312-14, Tiger Yang & Sally Yang; 0138-312-55, Ashadi Investment, LLC; 0138-312-16 & -57, Tue Le, & Nikie Nguyen; 0138-312-39, David Sampanis & Stephen Abbey; 0138-312-51, Mi Casa Property, LLC.; 0138-312-37 James W. Seifert; 0134-331-23 & -24, KLR Property, LLC.; 0137-043-10, -11 & -26, Varp, Inc.; 0136-011-04, Arthur R. Read; 0136-011-03 & -38, and 0136-081-08, -09, -10, -11 & -12, Jennifer de Gorter Revocable Trust Dated 6-6-01; 0136-011-31 & -41, 0136-091-11 & -12, Jong Uk Byun & Bok Soon Byun; 0136-011-22, -26, -27 & -28, Fletcher Trust; 0136-021-16, -17 & -18, George V. Mantzoros & Gloria Mantzoros; 0136-021-28, Affaitati, LLC; 0136-101-14, -15 & -21, Southern California Gas Company; 0136-111-01, Ramon Gonzalez and Irma Gonzalez, Trustees UTD November 4, 2002; 0138-271-15, -16 & -17, Antonio Martinez; 0138-271-18, Anciria Vasquez; 0138-271-19, Melvon Investments, LLC.; 0138-271-20, Sylvia Miceli; 0138-271-21, Edward L. Holly; 0138-271-01, -02 & -03. Leonardo & Elizabeth Hernandez; 0136-171-42, Arrowhead Central Credit Union (collectively the "Properties").

2. Authorize acquisition of the Properties, or partial interests in such Properties, at an estimated not to exceed aggregate total of \$5,486,377, which the amount will be updated and finalized prior to the December 5, 2012, Board meeting.

3. Authorize the Executive Director or his designee, to act on behalf of the San Bernardino County Transportation Commission, in signing the Purchase and Sale Agreements and such other documents necessary for the acquisition of the Properties, generally consistent with the procedure set out in SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy No. 34507).

Consent Calendar Continued....

Agenda Item 21 Continued.....

4. Allocate \$6,587,000 of undesignated unreserved State Transit Assistance Fund County Pop. (PUC99313) to fund right-of-way activities for the Downtown San Bernardino Passenger Rail Project.

5. Approve Fiscal Year 2012/2013 budget amendment to increase Task 0379 Commuter Rail Capital by \$6,587,000 of State Transit Assistance Fund County Pop. (PUC99313) and increase Task 0311 Transit Capital by \$2,000,000 funded by the San Bernardino Transit Center fund for reimbursement by Omnitrans.
Mitch Alderman

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on November 15, 2012. SANBAG General Counsel has reviewed this item.

Air Quality/Traveler Services

22. Award Freeway Service Patrol (FSP) Tow Services Contracts Pg. 293

1. Award Contract No. C13034 to DK&J Enterprises, Inc., dba Roy and Dot's Towing for FSP Beat No. 3 for a three-year period, and an amount not-to-exceed \$553,400, which includes the cost of two one-year option periods, as outlined in the Financial Impact Section;

2. Award Contract No. C13071 to DK&J Enterprises, Inc., dba Roy and Dot's Towing for FSP Beat No. 8 for a three-year period, and an amount not-to-exceed \$553,400, which includes the costs of two one-year option periods, as outlined in the Financial Impact Section.

Duane Baker

This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 14, 2012. SANBAG Legal Counsel and Contract Administrator have reviewed this item and the Contracts.

23. Approve Amendment No. 2 to Freeway Service Patrol for Beat #4 Contract exercising first-year option to extend contract. Pg. 351

Approve Amendment No. 2 to Contract No. C10081 with DK&J Enterprises, Inc., DBA Roy and Dot's Towing for Beat #4 exercising the first-year option to extend the contract term to, December 31, 2013, and increasing the contract amount by \$184,500 for a revised not-to-exceed amount of \$738,000. **Duane Baker**

This item was reviewed and unanimously recommended for approval at the General Policy Committee on November 14, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the amendment.

Consent Calendar Continued....

Transportation Fund Administration

- 24. Amendment No. 1 to the Trade Corridor Improvement Fund (TCIF) Baseline Agreement C11022 for Laurel Street Grade Separation Project** Pg. 358

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. **Andrea Zureick**

This item was reviewed and recommended for approval (12-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract Amendment.

- 25. I-15/I-215 Devore Interchange – Corridor Mobility Improvement Account Baseline Agreement** Pg. 366

1. Approve the Corridor Mobility Improvement Account Baseline Agreement C13075 with the California Transportation Commission and California Department of Transportation for the I-15/I-215 Devore Interchange Improvement Project.

2. Authorize the Executive Director to execute the Agreement including any changes that may be necessary following California Transportation Commission staff review and determination of final allocation amount of Corridor Mobility Improvement Account funds. Should any policy issues arise, the Executive Director will consult with Board Officers. **Andrea Zureick**

This item was reviewed and recommended for approval by the General Policy Committee on November 14, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the Agreement.

Consent Calendar Continued....

Transportation Fund Administration (Cont.)

26. Congestion Mitigation and Air Quality Allocation Plan for the SANBAG Ten-Year Delivery Plan Pg. 376

1. Allocate Congestion Mitigation and Air Quality funds in the amount of \$38,540,075 from Fiscal Year 2010/2011 through Fiscal Year 2019/2020 for the SANBAG-sponsored regional rideshare and signal coordination programs.

2. Allocate Congestion Mitigation and Air Quality funds in the amount of \$73,803,140 from Fiscal Year 2010/2011 through Fiscal Year 2019/2020 for ongoing transit needs as follows and subject to inclusion in the Short Range Transit Plans:

- a. Morongo Basin Transit Authority in the amount of \$2,908,783
- b. Omnitrans in the amount of \$60,866,707
- c. Victor Valley Transit Authority in the amount of \$5,838,090
- d. Mountain Area Regional Transportation Authority in the amount of \$2,311,628
- e. Barstow Area Transit in the amount of \$1,877,932

Andrea Zureick

This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 14, 2012.

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Administrative

28. Notice of Appointments to and Vacancies on SANBAG Policy Committees, SCAG Committees and External Agencies Pg. 379

1) Note Presidential re-appointment of Pete Aguilar, City of Redlands; and Richard Riddell, City of Yucaipa to the SANBAG Commuter Rail and Transit Committee.

2) Note Presidential re-appointment of Paul Eaton, City of Montclair to the Alameda Corridor-East Construction Authority.

3) Note Presidential Appointment of Mike Leonard, City of Hesperia to the Inland Empire Economic Partnership. This is a new position and it is being proposed that it always be filled by the SANBAG Vice President.

4) Note Presidential appointment of Alan Wapner, City of Ontario to the Metro Gold Line Foothill Extension Construction Authority. This is a new position created by the passage of AB 1600.

Discussion Items Continued....

Agenda Item 28 Continued.....

- 5) Approve the re-appointment of Ed Graham, City of Chino Hills to the Mobile Source Air Pollution Reduction Committee (MSRC) Alternate Member,
- 6) Approve the re-appointment of Ed Graham, City of Chino Hills to the State Route 91 Advisory Committee.
- 7) Note the following vacancies and request Board Members to express their interest in serving to the Board President for the following:
 - SANBAG Commuter Rail and Transit Committee
 - Metro Gold Line Foothill Extension Construction Authority – Alternate Member
 - Metro Gold Line Phase II JPA – Alternate Member
 - Mobile Source Air Pollution Reduction Committee (MSRC)
 - SCAG Community, Economic and Human Development Committee
 - SCAG Energy and Environment Committee
 - SCAG Transportation Committee

Duane Baker

This item has not received prior policy or technical advisory committee review.

Council of Governments

- 29. **Presentation by Dr. G. Richard Olds, Vice Chancellor Health Affairs and Dean of the UC Riverside Medical School on the Regional Impact of the new medical school** Pg. 383
10 Min.

Receive and file the presentation. **Duane Baker**

This item has not received prior review by any Policy or Technical Advisory Committee

Other Matters

Comments from Board Members

Brief Comments from Board of Directors

Executive Director's Comments

Brief Comments from the Executive Director

Public Comment

Brief Comments by the General Public

ADJOURN TO
Board of Directors Express Lanes Workshop
1170 W. 3rd Street, 1st Floor Lobby
San Bernardino

Additional Information

Agency Reports/Committee Memberships

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

Mobile Source Air Pollution Reduction Review Committee Pg. 387
Council Member Gwenn Norton

SCAG Committees Pg. 389

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

SANBAG Policy Committees Pg. 390

Acronym List Pg. 397

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

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

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

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

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

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

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

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

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Important Dates to Remember...

December 2012

SANBAG Meetings – Cancelled:

No Committee Meetings Cancelled

SANBAG Meetings – Scheduled:

General Policy Committee	Dec. 12	9:00 am	The Super Chief
Board Study Session	Dec. 13	9:00 am	The Super Chief
Commuter Rail & Transit Committee	Dec. 13	10:00 am	The Super Chief
Mountain/Desert Committee	Dec. 14	9:30 am	Town of Apple Valley

Other Meetings/Events:

I-10 and I-15 Corridor Projects Board Workshop	Dec. 5	11:30 am – 1:30 pm	SANBAG Board Room
SCAG 3 rd Annual Economic Summit	Dec. 6	9:00 am – 2:00 pm	Westin Bonaventure Hotel, Los Angeles

NOTICE:

SANBAG Offices will be CLOSED Dec. 26-28, between the Christmas and New Year Holidays.

Overall, SANBAG will be closed Sat., Dec. 22 – Tues., Jan. 1. Offices will reopen Wed., Jan. 2.

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



- 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: December 5, 2012

Subject: Information Relative to Possible Conflict of Interest

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

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

Closed Session #1 – CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

	Sergio Acoba, Maria Streadbeck, Regina Bellamy, Sheryll Acoba-Dumas, Myrna Lardizabal, Abraham Lardizabal, Caltrans, Jacobs Engineering Group, Inc., Guy F. Atkinson Construction, Inc., Lim & Nascimento (LAN Engineering), Caltrop Engineering, Yeager-Skanska Construction, Brutoco Construction & Engineering
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Closed Session #2 – CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

	Myrna Lardizabal, Rene Lardizabal, Karl Lardizabal, Mary Lardizabal, Julie Lardizabal, Caltrans, Atkinson Contractors LP, HNTB Corp., AEI-CASC, Coffman Specialties Group, Inc., Lim & Nascimento (LAN Engineering), Caltrop Engineering, Fluor Corp., PB Americas, David Evans and Associates, Inc., All American Asphalt, Sergio Acoba
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Approved
 Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X
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Check all that apply
 BRD1212z-aa

Closed Session #3 – Conference with Legal Counsel – Existing Litigation

<u>PARCEL</u>	<u>POTENTIAL CONFLICTS OF INTEREST</u>
B-239	ORANGE SHOW ROAD PROPERTIES, LLC, a California limited liability company; SB OIL, INC., a California corporation
B-243	WORLD OIL MARKETING COMPANY, a California corporation (Officers/Directors: Bernard B. Roth; Toshiko G. Chan; Robert S. Roth; Florence Roth; Richard N. Roth; Steven F. Roth)
B-245	F & C JARA PROPERTIES FOURTH LIMITED PARTNERSHIP, a California limited partnership; THE JARA MEXICAN FOOD, INC., a Nevada corporation, dba PANCHO VILLA'S RESTAURANT MEXICAN GRILL (Officers/Directors: Francisco J. Jara; Carmen Y. Jara)
C-18/20/22	Hospitality LLC; EL TORITO RESTAURANTS, INC., a California corporation (Officers/Directors: Richard Edwin Rivera; Madelaine Louise Morrow; Richard Paul Dutkiewicz)
C-33	RAFAAT RYAD LUGA, an individual, dba M&J Union 76
C-39/40/41/44/ 45/46/47/48/49/50/ 51/52/57/58	RANCON REALTY FUND IV & V, California limited partnerships (Members: Daniel Lee Stephenson); RANCON REALTY FUND IV & V SUBSIDIARY LLC, Delaware limited liability companies (Officers/Directors: John H. Brink); SWH CORPORATION, a California corporation, dba MIMI'S CAFÉ (Officers/Directors: Timothy J. Pulido; Roger H. Tefft; Toan (aka Tom) Nguyen; Donald J. Radkoski; Tod P. Spornhauer; Steven A. Davis); TRI-CITY CORPORATE CENTRE MAINTENANCE ASSOCIATION NO.1, a suspended California non-profit mutual benefit corporation
C-42	N AND D RESTAURANTS, INC., a Florida corporation
C-71	COSTCO WHOLESALE CORPORATION, a Washington corporation (Officers: Walter Craig Jelinek; Joel Benoliel; Richard A. Galanti)

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
11	<u>APN#</u> 0160-151-16 0160-242-23 0160-242-24	<u>Property Owners:</u> Burchco LLC Reider Enterprises George Murdock	None
12	C13009	Southern California Gas Company <i>Andrew I. Thompson</i>	None
14	A03045-03	LSA Associates, Inc. <i>Rob McCann</i>	Kleinfelder
14	A03046-03	AECOM Technical Services, Inc. <i>James Faber</i>	Stantec Iteris

Item No.	Contract No.	Principals & Agents	Subcontractors
15	C13010	BNSF Railway Company (BNSF) <i>Melvin Thomas</i>	None
16	C10027	Overland, Pacific & Cutler, Inc. <i>Joey Mendoza</i>	AEI-CASC Hernandez-Kroone TEC Leighton Consultants Ninyo & Moore 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
19	R13073	William J. Patterson <i>William J. Patterson</i>	None
19	R13072	Verizon Communications, Inc. <i>Lex Treepaisan</i>	None
20	C11126	Nossaman, LLP <i>Rick Rayl, Partner</i>	None
21	<u>APN#</u> 0138-231-02 0138-231-04 0138-231-05 0138-231-09 0138-231-10 0138-273-01 0138-273-02 0138-273-03 0138-273-04 0138-273-36 0138-273-09 0138-273-10 0138-273-11 0138-273-12 0138-273-13 0138-273-16 0138-273-33	<u>Property Owners:</u> Robert & Judith Ann Harraka, Fam Trust Bruce W, Heffner Big Z Autoworks, Inc	

Item No.	Contract No.	Principals & Agents	Subcontractors
21 Cont.	0138-273-24 0138-273-25 0138-273-26 0138-273-27 0138-273-20 0138-273-21 0138-273-40 0138-312-15 0138-312-53 0138-312-14 0138-312-55 0138-312-16 0138-312-57 0138-312-39 0138-312-51 0138-312-37 0134-331-23 0134-331-24 0137-043-10 0137-043-11 0137-043-26 0136-011-04 0136-011-03 0136-011-38 0136-081-08 0136-081-09 0136-081-10 0136-081-11 0136-081-12 0136-011-31 0136-011-41 0136-091-11 0136-091-12 0136-011-22 0136-011-26 0136-011-27 0136-011-28 0136-021-16 0136-021-17 0136-021-18 0136-021-28 0136-101-14	James E. Ott & Barbara J. Ott Kristin Neville Riverside Cement Company James McHenry & Kathryn McHenry Hoak Bros. Plating Tiger Yang & Sally Yang Ashadi Investment, LLC Tue Le & Nikie Nguyen David Sampanis & Stephen Abbey Mi Casa Property, LLC James W. Seifert KLR Property, LLC Varp, Inc. Arthur R. Read Jennifer de Gorter Jong Uk Byun & Bok Soon Byun Fletcher Trust George V. Mantzoros & Gloria Mantzoros Affaitati, LLC Southern California Gas Co.	

Item No.	Contract No.	Principals & Agents	Subcontractors
21 Cont.	0136-101-15 0136-101-21 0136-111-01 0138-271-15 0138-271-16 0138-271-17 0138-271-18 0138-271-19 0138-271-20 0138-271-21 0138-271-01 0138-271-02 0138-271-03 0136-171-42	Ramon Gonzalez and Irma Gonzalez Antonio Martinez Anciria Vasquez Melvon Investments, LLC Sylvia Miceli Edward L. Holly Leonardo & Elizabeth Hernandez Arrowhead Central Credit Union	
22	C13034	DK&J Enterprises, Inc., dba Roy and Dot's <i>David McClure, President</i>	N/A
22	C13071	DK&J Enterprises, Inc., dba Roy and Dot's <i>David McClure, President</i>	N/A
23	C10081	DK&J Enterprises, Inc., dba Roy and Dot's <i>David McClure, President</i>	N/A

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

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

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

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

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

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

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

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

BOARD OF DIRECTORS ATTENDANCE RECORD - 2011

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

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

BOARD OF DIRECTORS ATTENDANCE RECORD - 2011

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

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



- 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: December 5, 2012

Subject: October 2012 Procurement Report

Recommendation:* Receive October 2012 Procurement Report.

Background: The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on September 5, 2012. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of \$50,000. All procurements for supplies and services approved by the Executive Director, or designee, in excess of \$5,000 shall be routinely reported to the General Policy Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the General Policy Committee for the month of October 2012.

Financial Impact: This item imposes no impact on the fiscal year 2012/2013 budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item was reviewed by the General Policy Committee on November 14, 2012.

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

BRD1212a-ws

October 2012 Report of Purchase Orders

PO No.	PO Issue Date	Vendor	Purpose	Amount
4000914	9/18/12	Trans Track Systems	Sole source for transit operating and performance reporting system maintenance and support agreement.	\$12,000.00
4000929	10/18/12	WebTech Wireless, Inc.	GPS tracking devices for 16 Freeway Service Patrol (FSP) tow trucks. Monthly charges include reporting and Google mapping for the 16 trucks and miscellaneous costs.	\$6,500.00
4000927	10/18/12	Coalition for America's Gateways and Trade Corridors	Membership dues for FY 2012/2013.	\$6,500.00
4000932	10/26/12	Pepe's Towing Service, Inc.	To provide emergency Freeway Service Patrol for Beat 3 & possibly Beat 8. Beat 3 is along the I-10 from Sierra Avenue to Waterman Avenue. Beat 8 is along the I-10 from Waterman Avenue to University. The services provided are subject to the terms and conditions described in Contract C11213.	\$45,000.00
<i>*Note: Sole Source justification is noted in the Purpose statement, if applicable.</i>				Total
				\$70,000.00



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

Minute Action

AGENDA ITEM: 4

Date: December 5, 2012

Subject: Request for Proposal 13068 for Investment Advisor Services

Recommendation:* Authorize and approve release of Request for Proposal 13068 for qualified firms to provide Investment Advisor Services for San Bernardino Associated Governments.

Background: The Scope of Services for investment advisor services is attached to this agenda item. The contract, if awarded, will be for a five-year (5) initial term with two one-year option terms.

Public Financial Management, LLC is San Bernardino Associated Governments' (SANBAG) current Investment Advisor and their contract will expire on March 31, 2013. Staff is now proposing to solicit proposals for new investment advisor services to ensure a new contract is in place before the expiration of the current contract.

The firm will provide financial investment services for SANBAG and assist in managing SANBAG's investment portfolio.

The investment of funds is guided by applicable State statutes including Government Code Section 53601, bond documents, the County of San Bernardino's investment policy and SANBAG's investment policy. The firm selected will provide advice only. The firm will not be asked for advice on new

*

*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

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

BRD1212a-jbh

<http://portal.sanbag.ca.gov/mgmt/committee/admin/Admin2012/adm1211/AgendaItems/ADM1211a1-jbh.docx>

financing measures being considered as that is a role reserved for SANBAG's financial advisor.

The firm selected will assist SANBAG in computing a performance benchmark that matches the composition, duration and risk profile of SANBAG's actual portfolio. The selected firm will provide SANBAG with a quarterly and monthly portfolio performance report that evaluates the performance of the portfolio in comparison to SANBAG's selected benchmark as described in SANBAG's investment policy. The report will also include a summary detailing trading strategies implemented during the quarter and will provide recommendations of investment strategies for the upcoming quarter.

Pursuant to policy direction, SANBAG is required to award this type of contract on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services at a fair and reasonable price to SANBAG. Such selection shall take into consideration prior experience of the firm and/or representatives, understanding of work to be completed, knowledge of the working environment, and particular skills and expertise of the firm and/or representatives proposed for the function. Staff will return to the Board with approval of the selected firm for contract award.

Financial Impact: The various policies and brokers' maintenance/base fee are funded under SANBAG's indirect fund (Task 0942/Financial Management) for Fiscal Year 2012/2013 budget.

Reviewed By: This item was unanimously recommended for approval by the General Policy Committee on November 14, 2012. SANBAG General Counsel and Contract Administrator have approved this item and Scope of Services as to form.

Responsible Staff: William Stawarski, Chief Financial Officer

ATTACHMENT A
“SCOPE OF WORK”

Scope of Services

1. INTRODUCTION

On November 7, 1989, the voters of San Bernardino County approved Measure I, authorizing a 1/2% sales tax for transportation purposes for 20 years. On November 2, 2004, the voters authorized an extension to this tax for an additional 30 years. The legislation provides for the San Bernardino County Transportation Authority (Authority) to administer these funds. The San Bernardino Associated Governments is the umbrella joint powers agency under which the Board of Directors also serves as the County Transportation Commission, the County Transportation Authority, the County Congestion Management Agency, and the Service Authority for Freeway Emergencies.

Authority is governed by a twenty-nine (29) member board comprised of elected officials appointed by the cities of Adelanto, Barstow, Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Needles, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twenty-nine Palms, Upland, Victorville, and Yucaipa; the Towns of Apple Valley and of Yucca Valley; the San Bernardino County Board of Supervisors; and an ex-officio appointee of the Governor (Caltrans).

The Authority desires to optimize its investment yield within the framework of its Investment Policy. The following information is provided as additional background information:

Authority's Investment Policy

A. General Statement

Authority is soliciting proposals from interested firms to provide financial investment services to Authority in assisting in managing Authority's investment portfolio. The successful firm is referenced herein as "CONSULTANT". Please refer to Attachment A-1 for specific information regarding current investments.

The investment of funds is guided by applicable State statutes including Government Code section 53601, bond documents, the County of San Bernardino's investment policy and the Agency's investment policy. The firm selected will provide advice only. The firm will not be asked for advice on new financing measures being considered, as that is a role reserved for SANBAG's financial advisor. Firms are encouraged to propose alternatives to the listed requirements that will reduce cost and enhance services. Authority will evaluate these alternatives on an individual basis. Alternative services should be listed and priced separately.

B. Scope of Services

- 1. Provide advice on portfolio performance.** CONSULTANT will assist the Authority in selecting a performance benchmark that matches the composition, duration and risk profile of the Authority's actual portfolio. CONSULTANT will provide the Authority with a quarterly portfolio performance report that evaluates the performance of the portfolio in comparison to the Authority's selected benchmark as described in

Authority's investment policy. The report will also include a summary detailing trading strategies implemented during the quarter and will provide recommendations of investment strategies for the upcoming quarter.

- 2. Review reports of the portfolio managers and provide recommendations.** CONSULTANT will track its purchases and sales and all the securities in the managed portfolio on our accounting system. CONSULTANT will provide the Authority with recommendations as part of our informal communications and formal reports.
- 3. Make Presentations to the SANBAG Board Committees.** CONSULTANT shall be available to meet with and present information to SANBAG's Board Committees and Board and the Chief Financial Officer as required.
- 4. Provide advice on current investment strategy.** CONSULTANT will review the Authority's current investment strategy and provide advice on the Authority's current investment strategy for its operating funds, reserves and bond proceeds. In addition, Consultant will advise the Authority on current market conditions and help the Authority design future investment strategies.
- 5. Prepare monthly investment reports.** CONSULTANT shall provide the Authority with monthly account statements for each account managed. These statements will include information on portfolio value and quality, transactions made during the month, security maturities, gains and losses on sale and interest income.
- 6. Review Investment Policy.** CONSULTANT shall review Authority's investment policy at the start of the engagement and provide written recommendation(s). CONSULTANT will then review the investment policy on an annual basis and provide recommendations based on changes to the California Government Code and prudent investment practices.
- 7. Provide strategy for investing bond proceeds.** CONSULTANT shall assist the Authority in developing an investment strategy designed to optimize the Authority's retainable earnings in accordance with arbitrage rebate regulations and with investments designed to protect the safety of the funds and provide needed liquidity.
- 8. Provide advice and recommendations on investments.** CONSULTANT shall provide Authority with advice and recommendations on its investments through the quarterly performance report and conversations between Authority staff and CONSULTANT's portfolio managers.
- 9. Provide advice/recommendations on the management of resources.** CONSULTANT shall provide Authority with advice on the management of resources including a banking services review and procedures to improve investment activities.
- 10. Provide economic and interest rate information.** As part of the quarterly portfolio performance report, CONSULTANT shall provide Authority with an assessment of

economic conditions and the effect on the market. CONSULTANT will send the Authority notices of key economic events effect on the markets. CONSULTANT's portfolio managers are available to discuss market conditions on an as needed basis.

- 11. Submittals – Monthly Investment Reports.** A listing of SANBAG's investments for the operating reserve, rail assets, and Transportation Development Act (TDA) funds, composition of portfolio, maturity distribution, and weight average yield to maturity. Quarterly Investment Report – Market update, portfolio summary and recap, portfolio strategy, portfolio performance, portfolio return comparison, and maturity distribution.
- 12. Schedule – Annual review (in July) and recommendations to SANBAG's investment policy.**



- 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: December 5, 2012

Subject: Measure I Revenue Estimate for Fiscal Year 2013/2014 Allocation Planning

Recommendation:* Approve a Measure I 2010-2040 revenue estimate of \$139.4 million for Fiscal Year 2013/2014 and the revenue distribution by subarea in Table 2 for purposes of allocation planning for Fiscal Year 2013/2014.

Background: San Bernardino Associated Governments (SANBAG) staff is beginning the allocation planning process for Fiscal Year 2013/2014. The purpose of this process is to provide information to be used by both SANBAG and its member agencies in preparation of their capital budgets.

SANBAG staff must first develop an estimate of Measure I revenue by subarea and program for Fiscal Year 2013/2014. This agenda item requests approval of a Measure I revenue estimate for budgeting and allocation purposes for the next fiscal year.

Hinderliter, deLlamas & Associates (HdL Companies) monitors sales tax collections and trends for SANBAG which includes the local jurisdictions of San Bernardino County. Based on current collections and trends, HdL Companies is projecting \$135.3 million sales tax revenue for Fiscal Year 2012/2013 and estimating \$139.4 million for Fiscal Year 2013/2014. This compares to \$132.9 million from Fiscal Year 2011/2012. SANBAG will use HdL Companies's estimated Measure I sales tax revenue of \$139.4 million for the 2013/2014 budget and allocations. This is in contrast to the more conservative

*

*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG	CTC	CTA	X	SAFE	CMA
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Check all that apply.
 BRD1212b-ws

figures in the ten-year (10) delivery plan which accounts for long-term planning and uncertainties

Distribution of Measure I revenues to subareas for Fiscal Year 2013/2014 is based on the two most recent complete fiscal years of actual revenue (Fiscal Years 2010/2011 and 2011/2012), as shown in Table 1.

Table 1
Distribution of Measure I Revenue by Subarea
Fiscal Years 2010-2011 and 2011-2012

Subarea	Actual Revenues (In Thousands)		Percentage of Total Subarea	
	FY	FY	FY	FY
	2010-2011	2011-2012	2010-2011	2011-2012
Cajon Pass	\$ 3,269	\$ 3,636	2.8%	2.8%
Valley	92,555	102,878	79.3%	78.1%
Victor Valley	13,157	14,688	11.3%	11.2%
Colorado River	194	205	0.2%	0.2%
Morongo Basin	1,917	2,118	1.6%	1.6%
Mountains	1,664	1,786	1.4%	1.3%
North Desert	3,992	6,327	3.4%	4.8%
Total Subarea	\$ 116,748	\$ 131,638	100.0%	100.0%

NOTE: Actual revenues for Fiscal Year 2010/2011 and 2011/2012 are net of 1% Measure I Administration.

The two-year (2) average is then used to calculate the distribution of Measure I revenue for each subarea. The distribution of the estimated 2013/2014 Measure I revenue of \$138 million (\$139.4 million less 1% for administration) is provided in Table 2.

Table 2
Estimate of Measure I Revenue by Subarea
For Fiscal Year 2013-2014

Subarea	Estimated Revenues (In Thousands)	Percentage of Total Subarea
Cajon Pass *	\$ 3,864	2.8%
Valley	108,611	78.7%
Victor Valley	15,595	11.3%
Colorado River	276	0.2%
Morongo Basin	2,208	1.6%
Mountains	1,794	1.3%
North Desert	5,658	4.1%
Total Subarea	\$ 138,006	100.0%

* Cajon Pass is funded with 3% of Valley and Victor Valley Measure I funds

The numbers in Table 2 represent estimates for apportionment/allocation planning purposes only. Each subarea will receive the actual revenue collected according to the provisions of the Measure I 2010-2040 Expenditure Plan. Current trends indicate a recovery from the recent recession which could result in different rates within each subarea. This could result in actual distributions that are different in Table 2.

Financial Impact: This item imposes no impact on the Fiscal Year 2012/2013 budget. It will be utilized in the preparation of the Fiscal Year 2013/2014 budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 14, 2012.

Responsible Staff: William Stawarski, Chief Financial Officer



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

Minute Action

AGENDA ITEM: 6

Date: December 5, 2012

Subject: Contracting and Procurement Policy Amendment – Cooperative Procurement Policy with Other Government Agencies

Recommendation:* Approve an amendment to San Bernardino Associated Governments’ Contracting and Procurement Policy 11000 to include a Cooperative Procurement Policy with Other Government Agencies.

Background: This is an amendment to the San Bernardino Associated Governments (SANBAG) Contracting and Procurement Policy 11000. In 2010, a review of existing procurement policies and procedures was completed by SANBAG’s Contract Manager and it was noted that SANBAG had a limited policy relative to cooperative procurements with other government agencies. Currently, Policy 11000, “Contracting and Procurement Policy” states, “Use of electronic quotation systems operating within San Bernardino County is authorized”. This statement in the Policy appears to limit SANBAG to using San Bernardino County’s electronic procurement system and does not allow staff to use other government agencies’ cooperative procurements to purchase supplies and services.

The proposed Policy 11000 amendment will expand SANBAG’s ability to use or “piggyback” onto cooperative procurements by other local, state or federal governmental agencies’ procurements. Piggybacking is defined as the “post-award use of a contractual document/process that allows someone [in this case SANBAG], who was not contemplated in the original procurement to purchase

Approved
Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	<input checked="" type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	CTA	<input checked="" type="checkbox"/>	SAFE	<input checked="" type="checkbox"/>	CMA	<input checked="" type="checkbox"/>
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Check all that apply.
 BRD1212a-kmp

the same supplies and services through that original process.” There are many benefits to piggybacking. The supplies and services needed may be procured faster. Utilizing the other governmental agencies “economy of scale” enables SANBAG to purchase supplies and services at better prices than SANBAG would pay after a SANBAG competitive bid process. Examples of supplies and services that SANBAG may procure using the cooperative purchasing process include: office furniture and supplies; vehicles; computer equipment and related products; telecommunications equipment; and various support services.

SANBAG’s Contract Administrator would be responsible for reviewing other agencies’ procurements to see if “piggybacking” is in the best interest of the agency, based upon factors such as price and quality. If the determination was made that “piggybacking” is in the best interest of SANBAG, SANBAG would confirm that all contractual terms and conditions of the procurement are acceptable to SANBAG. Then SANBAG would contract directly with the supplier/vendor to purchase the supplies or services. It is important to note that “piggybacking” does not replace the use of the competitive procurement process. It just offers SANBAG an alternative, when appropriate, to purchase certain goods and services faster and cheaper.

Based on the information presented herein, staff recommends the following deletions and insertions be made to the Contracting and Procurement Policy 11000 Section VII. “SUPPLIES AND SERVICES CONTRACTS”, subsection A. 1. c:

Delete: “Use of electronic quotation systems operating within San Bernardino County is authorized”; and

Insert: “Cooperative Procurements--SANBAG may contract with the vendor or supplier of any federal, state or local governmental department or agency (Public Agency) that has selected the vendor or supplier after complying with the Public Agency’s competitive procurement requirements, and it is in the best interest of SANBAG to do so. SANBAG’s Contract Administrator will determine whether the purchase of goods and services directly from the vendor or supplier of a Public Agency is in the best interest of SANBAG based upon price, quality and whether the terms and conditions of the cooperative procurement contract meet SANBAG’s necessary requirements.”

Should SANBAG’s Board of Directors approve this change to Policy 11000, staff will develop a corresponding Cooperative Procurement Process and conduct a

training session with SANBAG staff to introduce the Cooperative Procurement Process.

Financial Impact: This item has no financial impact on the SANBAG 2012/2013 Budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 14, 2012. SANBAG General Counsel and Contract Administrator have approved this item as to form.

Responsible Staff: Kathleen Murphy-Perez, Contracts Manager



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

Minute Action

AGENDA ITEM: 7

Date: December 5, 2012

Subject: 2013 Board of Directors and SANBAG Policy Committee Meeting Schedule

Recommendation:* Approve the 2013 Board of Directors and Policy Committee meeting schedules.

Background: The proposed Board of Directors 2013 meeting schedule conforms to the Board adopted regular meeting date of the first Wednesday of each month, beginning at 10:00 a.m. with the exception of the January meeting date. The proposed calendar requests approval to move the January Board meeting to January 9, the second Wednesday, due to the New Year's Day Holiday. The SANBAG policy committees and Metro Valley Study Session have established regular meeting dates. However, as noted in the attached Master Calendar there are several exceptions due to conflicts with other meetings or events. The regular meeting dates and times are listed below (all meetings are at the SANBAG offices unless otherwise noted):

- General Policy Committee - 2nd Wednesday of each month at 9:00 a.m.
- Metro Valley Study Session – 2nd Thursday of each month following the SANBAG Board meeting at 9:00 a.m.
- Commuter Rail & Transit Committee - 3rd Thursday every month at 10:00 a.m.
- Mountain/Desert Committee – 3rd Friday of each month at 9:30 a.m. in Apple Valley

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.

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*Approved
 Board of Directors*

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

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

BRD1212A-VW

<http://portal.sanbag.ca.gov/mgmt/workgroups/admin/Shared%20Documents/2013%20SANBAG%20Master%20Calendar.docx>

It has also been the practice to modify the meeting date and time when the SANBAG Board meeting has been rescheduled due to conflicts with other meetings or holiday schedules. 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 2013 meeting schedule is attached and was approved by each policy committee with the exception of the Mountain/Desert Committee. Please note as stated earlier in this item that the Board meeting for January 2, 2013 has been moved to January 9, 2013 due to the New Year's Day Holiday, and as approved by the Board earlier this year we will not schedule policy committees in July. As a result we will not schedule an August Board meeting unless absolutely critical.

Committee 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 standard procedure for meeting preparation.

The proposed 2013 Board of Directors schedules are as follows:

Board of Directors

January 9, 2013 – (adjusted)
February 6, 2013
March 6, 2013
April 3, 2013
May 1, 2013
June 5, 2013
July 3, 2013
August 7, 2013 – NO MEETING
September 4, 2013
October 2, 2013
November 6, 2013
December 4, 2013

Financial Impact: Approval of the regular meeting schedule has no impact upon the SANBAG budget. Activities to support the Board of Directors and committee meetings are in the approved SANBAG budget.

Reviewed By: The individual policy committee schedules were approved by the respective policy committees during the month of November with the exception of the Mountain/Desert Committee. This item will be scheduled for review by the Mountain/Desert Committee at their next meeting.

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

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 SCRRRA 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 M/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 M/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

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				

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 SCRRA 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 Bahauallah Baha'i HOLIDAY CSAC Legislative Conf.	30 CSAC Legislative Conf.	31	Notes:

~ June 2013 ~

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5 Board	6 SCAG Regional Council	7 SCRRA 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 M/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 SCRRA 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 SCRRA 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 Rosh Hashanah Jewish HOLIDAY	6	7
8	9	10	11 General Policy Committee	12 Metro Valley Study Session Commuter Rail/Transit Committee SCAG Regional Council	13 M/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 Shmini 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 M/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: 8

Date: December 5, 2012

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

Recommendation:* 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.

*Approved
 Board of Directors*

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: This item was reviewed by the Transportation Technical Advisory Committee on November 5, 2012 and was reviewed and recommended for approval (12-0-0) **without a quorum** of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012.

Responsible Staff: Steve Smith, Director 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.

- b. 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.
- c. 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.
- d. Planning level cost estimates will be compared to the expected funding availability for the overall Freeway Valley Interchange Program.
- e. 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.
- f. 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: 9

Date: December 5, 2012

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

Recommendation:* 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:

- 1) Loans from a jurisdiction’s Measure I Local Street Program “pass-through” funds (no bonding)

*

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

COG	CTC	CTA	X	SAFE	CMA
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Check all that apply.

- 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 strikethrough 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: This item was reviewed by the Transportation Technical Advisory Committee on November 5, 2012 and was reviewed and recommended for approval (12-0-0) **without a quorum** of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012.

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 1

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.

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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. Approved loans of Measure I to cover a development mitigation fair share requirement for either a sponsoring agency or another contributing jurisdiction, shall be subject to the following termsThe 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.

~~to minimize disadvantage to other jurisdictions:~~

~~•Repayment shall include interest equivalent to the annual yield for the most recent fiscal year for the Local Agency Investment Fund (LAIF).~~

~~•The repayment term shall be based on a fixed term repayment schedule established within the loan agreement. No loan shall be granted a repayment period greater than 10 years.~~

~~•Failure to make payments consistent with the terms of the loan agreement will result in the jurisdiction's loss of access to new allocations of Measure I 2010-2040 Valley Major Streets and Valley Freeway Interchange Program funds until payments are brought back to a level consistent with the terms of the loan agreement.~~

~~•If annexation of an unincorporated area within the Nexus Study interchange traffic shed as established by the Nexus Study occurs, any loan commitments related to that interchange will be reapportioned to the annexing city based on the adjusted fair share for the interchange project and will be included in any considerations by the Local Agency Formation Commission.~~

- 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 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	<p>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.</p> <p>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.</p>	11/03/2010
2	Par. IV.H: Revised	Mm/dd/yy



- 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: December 5, 2012

Subject: Development of the San Bernardino Countywide Transportation Plan

Recommendation:* Authorize SANBAG staff to initiate development of the San Bernardino Countywide Transportation Plan based on the attached scope of work.

Background: The long range transportation plan for San Bernardino County is embedded within the Southern California Association of Governments' (SCAG's) 2012 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). Although SANBAG works closely with SCAG on each RTP cycle, SCAG does not conduct the level of analysis required for the necessary decision-making on projects from a San Bernardino County perspective. Consequently, SANBAG is not as well positioned as it should be to define in the RTP/SCS the course that is best for San Bernardino County. SANBAG should be better able to define and defend the County's positions on a range of issues, such as:

- Quantity and distribution of growth,
- Nature and sequencing of major highway and transit projects,
- Financial constraints to infrastructure investment, and strategies to overcome them, and
- Long term funding options necessary to support the County's transportation infrastructure and sustain its economic future.

*

*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG	CTC	CTA	X	SAFE	CMA
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Check all that apply.

BRD1211b-tb

It is in the interest of San Bernardino County to better establish our long-term transportation vision and to present this vision to SCAG as part of the 2016 RTP development. To accomplish this, SANBAG needs to develop a multimodal, countywide transportation plan. In addition to preparing SANBAG for input to the next RTP/SCS, creation of the CTP will also accomplish the following:

- Assist in developing policy, financial and legislative strategies that promote the delivery of transportation projects critical to the County's economic future.
- Provide technical data for SANBAG Board consideration of modification to the Measure I 2010-2040 Expenditure Plan. The Measure I Ordinance states: "Beginning in 2015, and at least every ten years thereafter, the Authority shall review and, where necessary, propose revision to the Expenditure Plan." Analysis from the CTP will be available within the timeline to support this review by the SANBAG Board.
- Provide an additional foundation for implementation of the Countywide Vision.

SANBAG's 10-year Delivery Plan, approved by the SANBAG Board in January 2012, focuses on the funding and delivery of near-term projects. The Measure I Strategic Plan is largely a policy document focusing on the distribution and management of Measure I funds. Neither document provides the information needed to support longer-term strategic decision-making and SANBAG submittals for the next RTP. The CTP would also incorporate and update the Long Range Transit Plan.

The San Bernardino CTP would define the transportation vision that the SANBAG Board of Directors seeks to provide for county residents, businesses, employees and visitors. The transportation plan would define the existing transportation system setting and document forecast growth assumptions that determine future travel demands on the countywide system.

Each travel mode would be presented in terms of existing performance and strategies to serve future forecast demands. Specific considerations would be given for goods movement, air passenger and air cargo access, Metrolink, local, express and bus rapid transit, bicycle activity, pedestrian activity as well as local arterials and freeways. The CTP would consider a balanced multi-modal transportation system and evaluate infrastructure alternatives and programs to determine the most effective approach to development and funding of the countywide transportation system.

The CTP would serve as the basis for SANBAG's submittal of projects and programs for the SCAG 2016 RTP/SCS. Project and program costs would be outlined and presented together with expected revenue from local, state and federal sources. The CTP would identify potential funding shortfalls, allowing the Board of Directors to assess the County's future options for both infrastructure and financing. Both the Orange County Transportation Authority (OCTA) and the Los Angeles County Metropolitan Transportation Authority (or Metro) prepare countywide transportation plans for input into the RTP/SCS, and the SANBAG effort is proposed to follow a similar path.

The CTP would be developed with input from all San Bernardino County jurisdictions, Caltrans, transit agencies, and other stakeholder groups. All activities on the CTP for Fiscal Year 2012-2013 will be carried out by in-house staff. Resource needs for Fiscal Year 2013-2014 will be assessed as part of the budgeting process for that fiscal year. Updates will be provided periodically to SANBAG committees.

Financial Impact: This item imposes no impact on the Fiscal Year 2012-2013 budget.

Reviewed By: This item was reviewed by the Transportation Technical Advisory Committee on November 5, 2012 and was reviewed and unanimously recommended for approval by the General Policy Committee on November 14, 2012.

Responsible Staff: Steven Smith, Director of Planning

ATTACHMENT 1

SAN BERNARDINO COUNTYWIDE TRANSPORTATION PLAN
Scope of Work

The CTP would integrate countywide planning efforts into a single comprehensive transportation plan for the county. The Plan would consider all multi-modal transportation options including passenger cars, pedestrians, bicycles, local bus, bus rapid transit, rail, and truck and would serve as a roadmap to maintaining mobility throughout the county through at least 2040. The following specific tasks will be performed to develop the CTP:

1. Develop CTP Objectives

The Plan will be a living document that is updated periodically as the basis for input into the SCAG RTP/SCS. CTP goals and objectives will be clearly defined with input from a variety of stakeholders to ensure all points of view and relevant issues are addressed. Given that no work has been conducted on a comprehensive transportation plan since the mid-1990s, stakeholder outreach is critical to ensure that the plan is both meaningful and enduring. The development of a CTP will consolidate and integrate countywide transportation planning efforts, specifically for input into the RTP. Both the costs and benefits associated with projects and programs represented in the CTP will be clearly defined. A sample set of objectives for the CTP is provided below as a starting point for discussion:

1. Improve safety and mobility for all modes of travel in San Bernardino County by residents, businesses, employees, students and visitors.
2. Deliver transportation transportation projects and services in a manner that promotes the County's economic competitiveness, affordable housing, environmental quality, overall sustainability, and access by the full spectrum of system users.
3. Promote the stewardship of the public resources entrusted to SANBAG and other transportation agencies in the County through analysis and application of the most cost-effective approaches to delivering transportation projects and programs and through prudent use of taxpayer dollars.
4. Promote the funding of transportation needs through a collaborative process with local, state, federal, and private stakeholders.

2. Define Performance Measures and Develop Plan Outline

Performance measures will be developed to assist in the quantitative evaluation of both existing and future system performance. These will be similar in nature to the indicators used in the annual performance indicator report by the County, but with a transportation focus. Performance measures should be consistent with and build on those considered within the recently approved transportation legislation, Moving Ahead for Progress in the 21st Century (MAP-21) as well as those developed by SCAG for the RTP. Measures must be multi-modal in nature and consider person, vehicular, pedestrian, bicycle, air, truck and transit trip making characteristics together with air quality, environmental, and economic factors.

A preliminary outline of the final CTP document will also be developed to guide and focus the effort. The outline will provide a framework to ensure that all modes of transportation are captured and to organize data on transportation programs, revenue streams, analysis and other pertinent information. The outline will serve as a foundation from which the Plan will be developed and will be fine-tuned as the effort proceeds. This framework will provide the basis for a clear, concise discussion of the topics and issues. Each Plan component will be defined in sufficient detail to describe the specific information to be presented in the final document. The outline will be developed as follows:

- Prepare a high level 1-page outline of CTP
- Prepare a detailed outline of the CTP with specific chapter/section headings and descriptions. Define the various sections that will support the message for each chapter.
- Based on the outline, identify data that will be required to fully develop and prepare the CTP analysis as well as evaluate the various Plan components. Identify potential sources that can satisfy data needs.
- Define approaches to the presentation of material within the CTP document that are most useful to a wide audience. It is expected that the CTP material will be largely web-based with ample use of graphical/tabular presentation of information/data, explained by short sections of text.

3. Document Transportation Setting

The existing San Bernardino County transportation setting will be defined in terms of infrastructure, physical and financial assets, programs and performance. The setting will define the relationship of San Bernardino County to the remainder of the SCAG region and inherent regional issues that impact San Bernardino County infrastructure or travel trends. Elements of this task include:

- Define existing roadway/highway system and transit network/services.
- Present existing demographic profile of county in graphical and tabular format for key economic/demographic variables that influence transportation choices and travel trends.
- Document planned projects and the currently forecast funding streams to implement them (local, State, Federal).
- Define countywide roadway/highway and transit system performance. Include data from CMP and other sources as appropriate to identify current conditions experienced by travelers throughout the county.
- Develop strategies to monitor system performance in addition to the standard and traditional means of CMP and annual transit reporting protocols.
- Identify other transportation services and programs offered throughout San Bernardino County, such as Transportation System Management/Transportation Demand Management programs.

4. Develop and Evaluate Future Transportation Scenarios

The future transportation setting will set the stage for the analysis of future transportation scenarios. Projected growth throughout the county and region will be summarized and presented graphically to provide a clear understanding of where future growth is forecast to occur by the planning horizon year. At least two growth scenarios will be analyzed, with input being requested from SCAG demographers, real estate professionals, and economists.

The planning horizon year will be consistent with the RTP horizon year, which is 2040 for the 2016 RTP. Based on future growth scenarios and transportation demands, at least three transportation alternatives will be developed and analyzed, providing options that could ultimately feed into the RTP to appropriately represent San Bernardino County. SANBAG will closely coordinate with SCAG throughout the CTP development process but particularly in the development of future transportation scenarios. The scenarios will be evaluated using travel demand modeling and other appropriate techniques. Specific activities to be conducted in this task include:

- Define an initial future baseline growth scenario.
- Define a future baseline transportation scenario. The focus of this scenario will be on the projects identified in the Measure I 2010-2040 Expenditure Plan, not the entire set of projects in the SCAG RTP.
- Estimate capital and operating costs and revenue sources that can be reasonably expected based on estimates of Measure I and local funding and on a continuation of historical funding trends for state and federal revenue.
- Evaluate the future baseline land use and transportation scenarios based on the performance measures previously identified.
- Assess the affordability of the baseline transportation scenario and determine projects that could not be implemented given the projected revenue. Also identify alternative funding strategies that could fill this funding gap.
- Based on evaluation of the future baseline scenario, identify the specific additional strategies to ensure efficient mobility of people and goods, within and through San Bernardino County. This will include transit and TDM/TSM programs to complement land use strategies in the regional Sustainable Communities Strategy. Projects should be initially defined based on existing SANBAG plans (i.e. Long Range Transit Plan, 10-Year Delivery Plan, and Development Mitigation Nexus Study). Project definition should be clear and specific with routes and limits identified along with expected construction start and completion timeframe. Project definitions should be compared to RTP 2012 assumptions within San Bernardino County and differences highlighted.
- Reach out to stakeholders for input on the strategies and plan components. Obtain input from stakeholders to assist in shaping the future multi-modal alternatives. Consider constraints and opportunities at the local level and how they shape the regional infrastructure and programs.
- Define an alternate growth scenario in combination with alternate transportation scenarios. The alternate scenarios may be built around themes focusing on the degree of highway or transit emphasis, for example, in combination with projections of future travel costs.

- Estimate the costs of the programs and projects in each scenario. Cost should be estimated in year-of-expenditure and base year dollars and should be specified for each project/program phase or component (i.e. environmental and engineering, right-of-way, construction).
- Match the land use/transportation scenarios with funding strategies that provide a realistic sense of affordability.
- Selected projects may also be identified for individual analysis, such as SCAG's SR-60 dedicated truck lane project in the RTP, to provide the SANBAG Board with an understanding of the impacts and benefits of large projects of that nature. Prior project and corridor studies conducted by SCAG and SANBAG will also serve as a basis for quantitative analysis.
- Evaluate the future alternate scenarios qualitatively and quantitatively. Apply performance measures previously identified to measure benefits and impacts associated with the full spectrum of multi-modal projects and programs. Provide results to SANBAG technical and policy committees for review and comment.
- Based on financial analysis and project/program costs (capital and operating), and on technical/policy committee review, develop a draft financially constrained transportation scenario. Review this scenario, including funding requirements, with technical and policy committees.
- Take direction from the SANBAG Board regarding projects, programs, and funding strategies that should be included in a recommended financially constrained CTP. Prepare a final transportation vision on the basis of that direction.
- Develop scenario project lists consistent with RTP project list format. Project and program identification numbers should be consistent with RTP and Federal Transportation Improvement Program.

5. Develop Draft/Final CTP

Based on the transportation vision identified in the earlier tasks, compile the information and analysis prepared for each task into a comprehensive draft CTP. The document preparation will follow the outline structure in Task 2 and include detailed information as appropriate within the body of the document. Supporting information and analysis may be included in appendices as appropriate. References to other key documents will be provided and cited including Measure I 2010-2040 Strategic Plan and Ten-Year Delivery Plan, Congestion Management Program and Development Mitigation Nexus Study, RTP, etc. Key contacts for each component of the CTP will be identified for reference purposes.

- Compile all relevant data into master CTP document
- Prepare Executive Summary. As part of the development of the CTP, an Executive Summary will be developed to provide a high level concise summary of the comprehensive document. The Executive Summary will be graphical in nature to offer a visual snap shot of the CTP for elected officials and other interested parties. Goals and objectives will be summarized along with brief descriptions of existing and proposed transportation infrastructure and services offered throughout the County. Existing transportation system performance and future demands on the existing system will be presented. Revenue sources expected to be available to invest in the

transportation system in San Bernardino County will be documented with pertinent assumptions noted and sourced. Alternatives analyzed and the alternative recommended to serve forecast mobility demands will be presented with respect to how future investments can be implemented in the most cost-effective fashion. The Executive Summary will be a stand-alone component of the document that offers a summary of the policies, projects, programs and finances considered in development of the CTP.

- Present draft CTP to project stakeholders.
- Update CTP based on internal SANBAG review
- Present draft CTP to stakeholders including SANBAG committees, Caltrans and other agencies as appropriate. Reach out to stakeholders in workshop setting to review and garner input on draft CTP.
- Track comments from stakeholders in detailed comment matrix
- Incorporate stakeholder input to final CTP
- Present final CTP to SANBAG committees and Board
- Upon approval of SANBAG Board, coordinate with SCAG on RTP input
- Develop strategy on marketing the CTP and making it available for public consumption. Update Comprehensive Transportation Plan page and links on the SANBAG public website. Update project description and chronicle SANBAG Board action on the document. Include document on website along with accompanying project lists, appendices, contact information, etc.

It is not anticipated that an environmental document will be prepared as part of the CTP. Rather, the programs, projects, and funding plans contained in the CTP will be recommended for inclusion in the SCAG 2016 RTP/SCS, and the SCAG RTP/SCS will be covered by a programmatic EIR.



- 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: December 5, 2012

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

- Recommendation:***
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 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

*

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG	CTC	X	CTA	SAFE	CMA
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Check all that apply.

BRD1212b-pm

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: This item was reviewed and recommended for approval (8-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012.

Responsible Staff: Garry Cohoe, Director of Project Delivery

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: 12

Date: December 5, 2012

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

Recommendation:* Approve 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) 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.

*

	<p><i>Approved</i> Board of Directors</p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">COG</td> <td style="width: 10%;">CTC</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 10%;">CTA</td> <td style="width: 10%;">SAFE</td> <td style="width: 10%;">CMA</td> </tr> </table>	COG	CTC	X	CTA	SAFE	CMA	
COG	CTC	X	CTA	SAFE	CMA		

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 Cadena 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 Joint Use 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.

Reviewed By: This item was reviewed and recommended for approval (9-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012. SANBAG General Counsel has reviewed this item and the Joint Use Agreement.

Responsible Staff: Garry Cohoe, Director of Project Delivery



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 <i>(contract value + contingency)</i>			\$ 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? <u>CMAQ & MSI Valley Fund – Freeway Projects</u>	
<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: <u>Federal & 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 _____ %	

Garry Choe
Task Manager (Print Name)

KHALIL SABA
Project Manager (Print Name)

Jeffery Hill
Contracts Administrator (Print Name)

W. SWARSKI
Chief Financial Officer (Print Name)

Andrea Zureick
Director of Fund Administration & Programming

Garry Choe 11-7-12
Signature Date

Khalil Saba 11-6-12
Signature Date

Jeffery Hill 11/8/12
Signature Date

W. Swarski 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 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"

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 $89^{\circ}32'45''$ WEST 231.45 FEET TO THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LA CADENA DRIVE; THENCE CONTINUING SOUTH $89^{\circ}32'45''$ 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 $16^{\circ}21'15''$ 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 $08^{\circ}02'56''$; THENCE LEAVING SAID CONCENTRIC CURVE SOUTH $65^{\circ}32'56''$ EAST 81.11 FEET; THENCE SOUTH $24^{\circ}43'04''$ WEST 40.00 FEET; THENCE SOUTH $28^{\circ}28'37''$ WEST 262.25 FEET; THENCE SOUTH $27^{\circ}26'30''$ WEST 353.65 FEET; THENCE SOUTH $26^{\circ}47'01''$ WEST 358.64 FEET; THENCE SOUTH $32^{\circ}17'47''$ WEST 64.78 FEET; THENCE SOUTH $53^{\circ}06'00''$ 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.

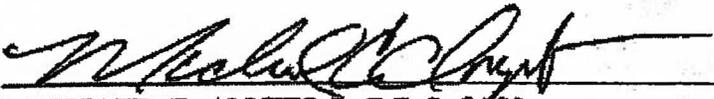
THE SIDELINES OF SAID STRIP OF LAND SHALL BE LENGTHENED OR SHORTED TO INTERSECT AT ANGLE POINTS AND TO TERMINATE AT THE BEGINNING OF SAID STRIP OF LAND IN THE WESTERLY LINE OF SAID A.T. & S.F. RAILROAD RIGHT-OF-WAY AND TO TERMINATE AT THE TERMINUS OF SAID STRIP OF LAND IN THE EASTERLY LINE OF SAID LA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

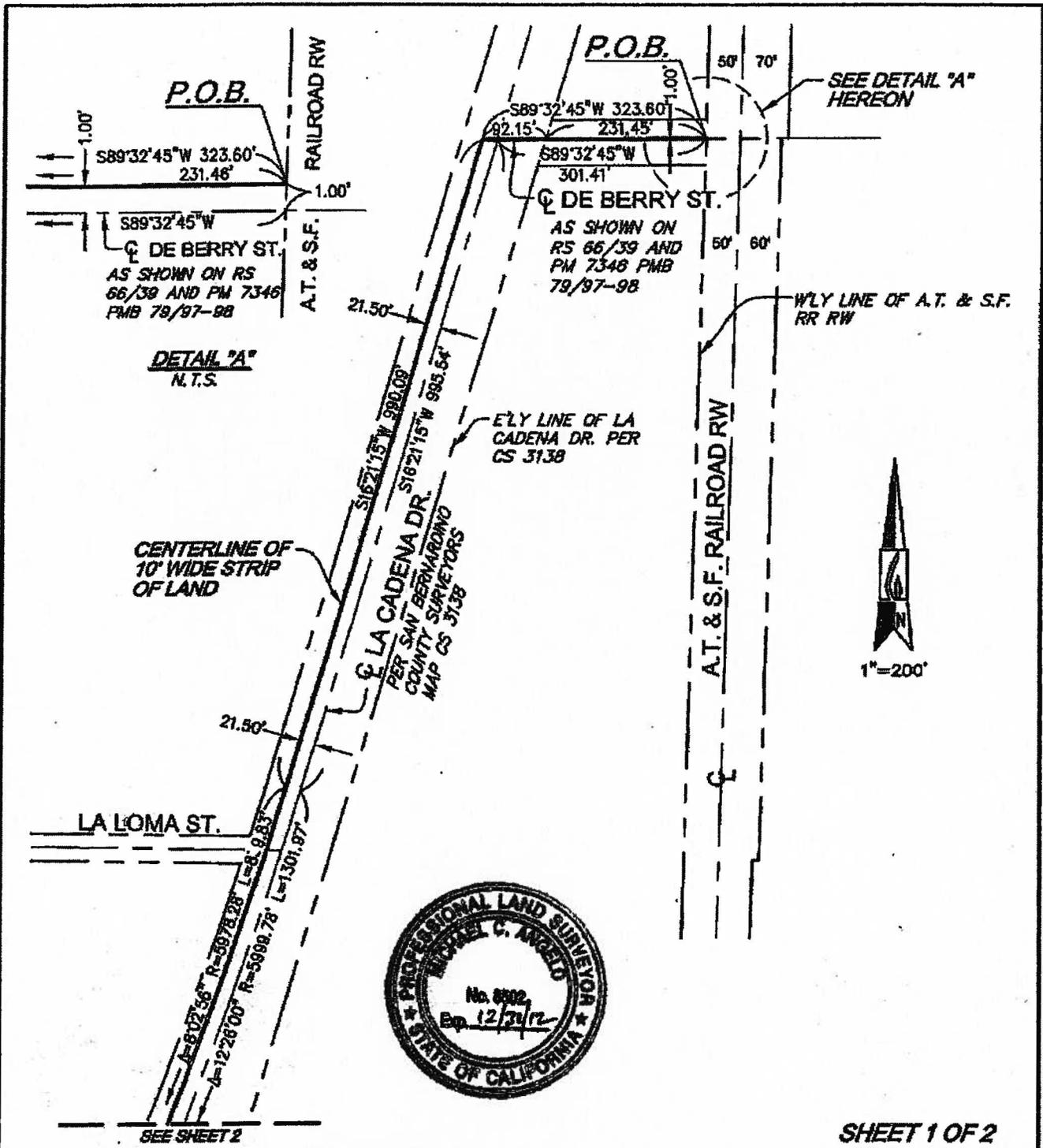
CONTAINING 33,442 SQ. FT. OR 0.768 ACRES, MORE OR LESS.

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 10/30/12
LICENCE EXPIRES 12/31/12 DATE

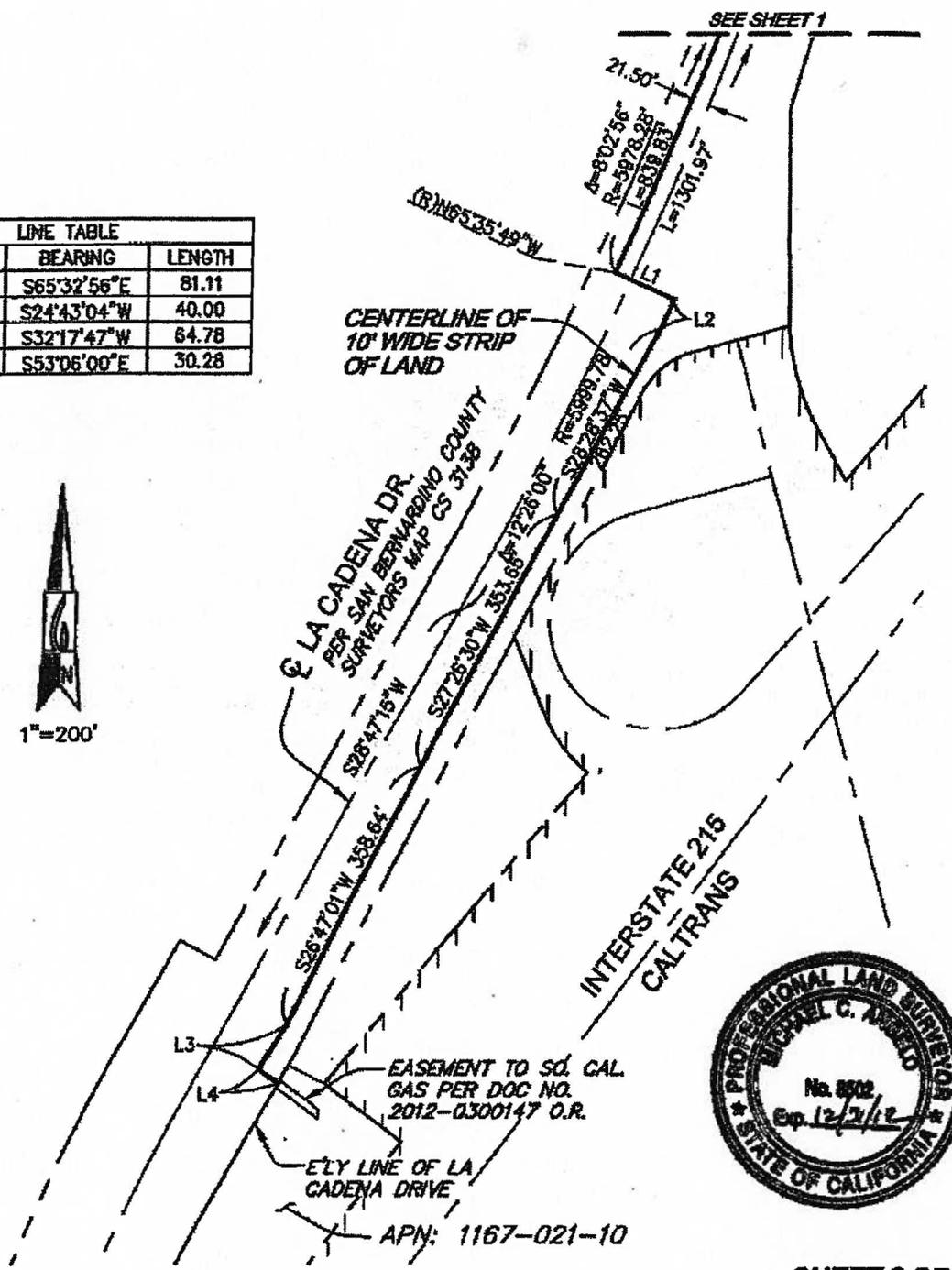




SHEET 1 OF 2

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
PREPARED BY: <i>Michael C. Angelo</i> 12/31/12	PROFESSIONAL LAND SURVEYOR	FILE: 2012-120
MICHAEL C. ANGELO, P.L.S. NO. 8502		

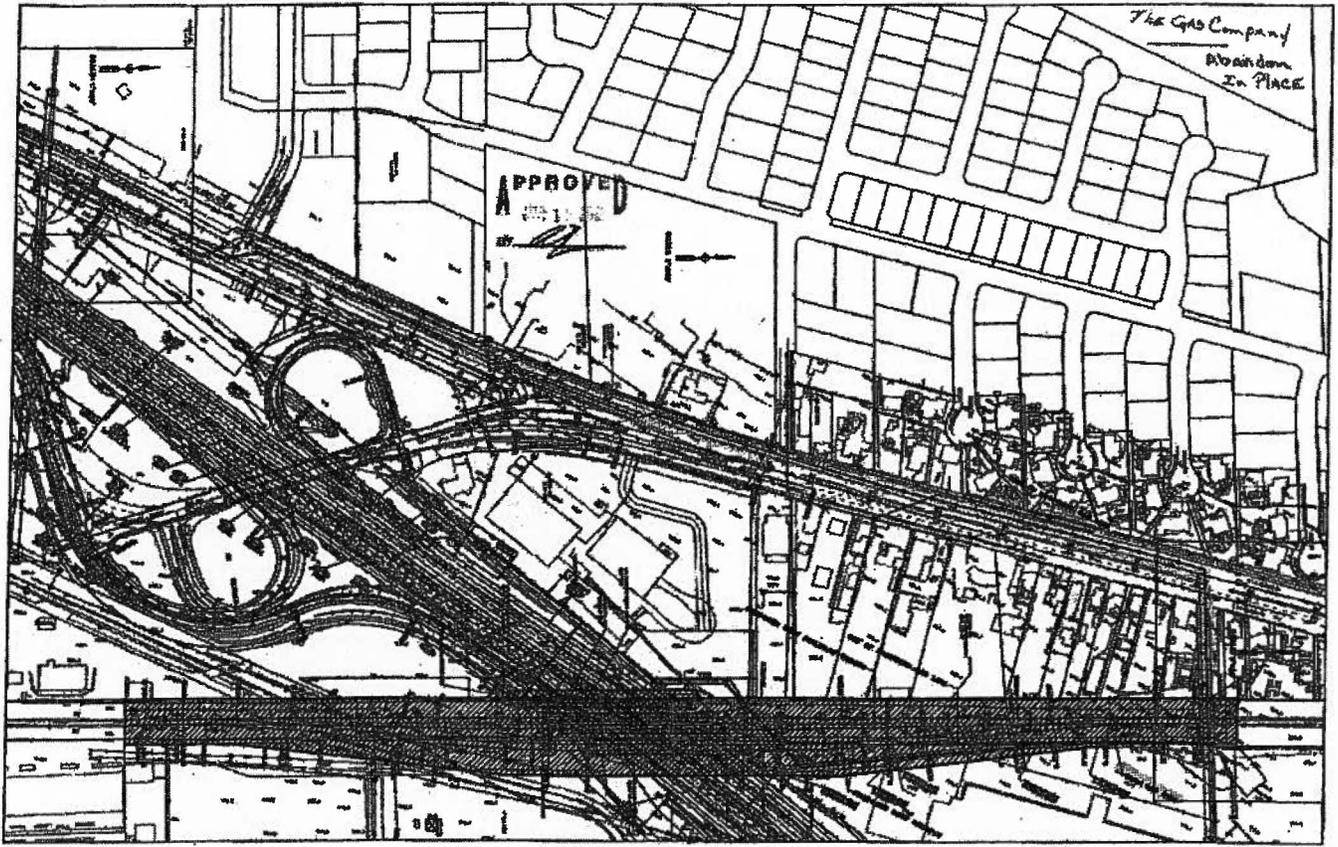
LINE TABLE		
LINE	BEARING	LENGTH
L1	S65°32'56"E	81.11
L2	S24°43'04"W	40.00
L3	S32°17'47"W	64.78
L4	S53°06'00"E	30.28



SHEET 2 OF 2

EXHIBIT "A-2"		SCALE: 1" = 200'
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.O.: _____
PREPARED BY: <i>Michael C. Angelo</i> 10/30/12	PROFESSIONAL LAND SURVEYOR	W.R.: _____
MICHAEL C. ANGELO, P.L.S. NO. 8502		A.S.: _____
		AP.N.: N/A
		FILE: 2012-120

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: 13

Date: December 5, 2012

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

Recommendation:* Approve 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 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

*

*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

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

Check all that apply.

BRD1212d-ds

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/A0405903.doc>

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 was reviewed and recommended for approval (11-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012.

Responsible Staff: Garry Cohoe, Director of Project Delivery

CONTRACT SUMMARY SHEET

Contract No. A04-059 Amendment No. 3

By and Between

San Bernardino County Transportation Authority and California Department of Transportation

Contract Description Cooperative Agreement for I-215 Segment 3 right of way work

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

Overview of BOD Action: Approve time extension for completion of right of way work

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	11,880,718	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	28,674,866	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	0	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	28,674,866	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 28,674,866.00

Contract Start Date 5/5/04	Current Contract Expiration Date 12/31/12	Revised Contract Expiration Date 12/31/14
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. This is a time extension to allow for completion of work.		

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0836.

A Budget Amendment is required.

How are we funding current FY?

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:
 This contract extends the duration of the contract. The funding consists of CMAQ, PNRS, and Meas. I

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> Task Manager (Print Name)	 Signature	<u>11-2-12</u> Date
<u>DENNIS Saylor</u> Project Manager (Print Name)	 Signature	<u>10/30/12</u> Date
<u>Jeffery Hill</u> Contracts Administrator (Print Name)	 Signature	<u>11/6/12</u> Date
<u>W. S. WARSWA</u> Chief Financial Officer (Print Name)	 Signature	<u>11/7/12</u> Date

AZ
 A0405903 css Director of Fund Admin & Reg 100 Signature _____ Date _____

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

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 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

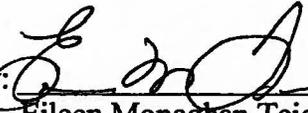
By: _____
Janice Rutherford
Board President

CERTIFIED AS TO FUNDS:

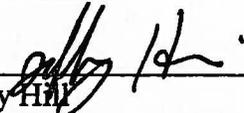
Attest: _____
Vicki Watson
Board Clerk

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: 14

Date: December 5, 2012

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

- Recommendation:***
1. Approve 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. Approve 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 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

*

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

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

BRD1212c-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>
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<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>

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: This item was reviewed and recommended for approval (10-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012. SANBAG General Counsel has reviewed this item and the Amendments.

Responsible Staff: Garry Cohoe, Director of Project Delivery

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 _____ %	

Gary Cohoe
Task Manager (Print Name)

KHALIL SABA
Project Manager (Print Name)

Jeffery Hill
Contracts Administrator (Print Name)

W STAWINSKI
Chief Financial Officer (Print Name)

Andrea Mureick
Director of Fund Administration & Programming

Gary Cohoe 11-9-12
Signature Date

Khalil Saba 11-9-12
Signature Date

Jeffery Hill 11/13/12
Signature Date

W Stawinski 11-9-12
Signature Date

Andrea Mureick 11-9-12
Signature Date

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.

By: _____

Date: _____

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

By: _____
Janice Rutherford
President, Board of Directors

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
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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 _____ %

Garry Cohen
 Task Manager (Print Name)
KHALIL SARA
 Project Manager (Print Name)
Jeffrey Hill
 Contracts Administrator (Print Name)
W. STEWART
 Chief Financial Officer (Print Name)
Andrea Zureick
 Director of Fund Administration & Programming

<u>[Signature]</u>	11-9-12
Signature	Date
<u>[Signature]</u>	11-9-12
Signature	Date
<u>[Signature]</u>	11/13/12
Signature	Date
<u>[Signature]</u>	4/13/12
Signature	Date
<u>[Signature]</u>	11-9-12
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: 15

Date: December 5, 2012

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

Recommendation:* 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.

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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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

Check all that apply.

BRD1212f-ks

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

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: This item was reviewed and recommended for approval (10-1-0; Opposed: McCallon) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012. SANBAG General Counsel has reviewed this item and the C&M Agreement.

Responsible Staff: Garry Cohoe, Director of Project Delivery



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:

M 51 - Valley Blvd - 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)

Jeffery Hill
Contracts Administrator (Print Name)

W STWARDSKY
Chief Financial Officer (Print Name)

Andrea Zureick
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>	4/8/12
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.

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, ("**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 and four other governmental agencies (defined as the "**Agencies**") and The Atchison, Topeka and Santa Fe Railway Company, predecessor-in-interest to BNSF, hereinafter referred to as ("**Santa Fe**"), entered into a Capital Improvements Agreement on October 30, 1992 ("**Capital Improvements Agreement**"), defining the terms and condition for developing and financing improvements within BNSF's San Bernardino Subdivision pursuant to that certain Purchase and Sale agreement between BNSF (Seller), and Agencies (Purchasers); 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-08, "Temporary Traffic Control Zones" 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 an administrative fee in the sum of Two Thousand and No/100 dollars (\$2,000), together with the sum of nine-hundred and twenty-five thousand and No/100 dollars (\$925,000) for the Temporary Construction License, 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 term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Structure, or (ii) twenty-four (24) months following the Effective Date. The Temporary Construction License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the

use of any word or words herein contained. The Temporary Construction License is for construction of the Structure only and shall not be used by Agency for any other purpose. Agency acknowledges and agrees that Agency shall not have the right, under the Temporary Construction License, to use the Structure for any other purpose than construction. In the event Agency is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency 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 Agency herein.

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. SANBAG agrees that BNSF shall have no requirement to provide a credit to the Agencies for the Agencies share of the third bridge as defined by the Capital Improvements Agreement if and when the Agencies exercise their option to move forward with Stage 4 Case Level as defined by Section 2.3 of the Capital Improvement Agreement.

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/fags/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;
- (k) Installation of a gate in the fence along the southern boundary of BNSF's right-of-way in order to provide BNSF with permanent access for maintenance purposes; and
- (l) 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/OSCCCompleteManuals/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 therefore (i) the provisions set forth in Articles III, IV, and V; and (ii) the provisions set forth in Exhibit C, Exhibit C-1, 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-1, 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 two-thousand (2,000) 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 14.

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.

Mr. Manny Yogarajah
850 Via Lata, Suite 100A,
Colton, CA 92324
(951) 830-6864 cell
(951) 825-1634 fax
manny_yogarajah@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, and all other railroad facilities. Furthermore, BNSF will, at SANBAG's expense, maintain the Superstructure ("**Superstructure Maintenance Expense**"). BNSF's maintenance responsibilities include 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, at its sole cost and expense, will own and maintain 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. 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 the 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 Structure 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 shall 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 receive BNSF's prior written approval as evidenced by either a supplement to this Agreement, or execution of a new agreement that provides for the termination of this Agreement. Furthermore, any alteration or reconstruction of the highway components of the Structure will be covered by a Commission Order. .

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:

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:

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:

Director of Project Development
Garry Cohoe
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
Email: garry@sanbag.ca.gov

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" 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

Janice Rutherford
President, Board of Directors

Approved as to Legal Form

Eileen Monaghan Teichert
General Counsel

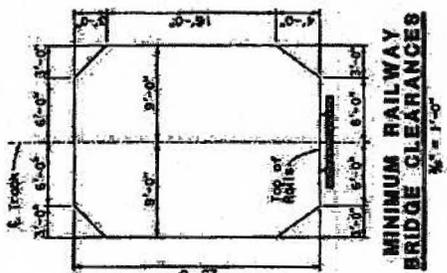
Concurrence

Jeffrey Hill
Contracts Manager

Exhibit A

Plans and Profile Sheet

PROJECT: B15
 DATE: 10-21-83
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]
 TITLE: [Signature]
 SCALE: AS SHOWN
 SHEET NO. 1 OF 2
 PROJECT NO. 10-21-83

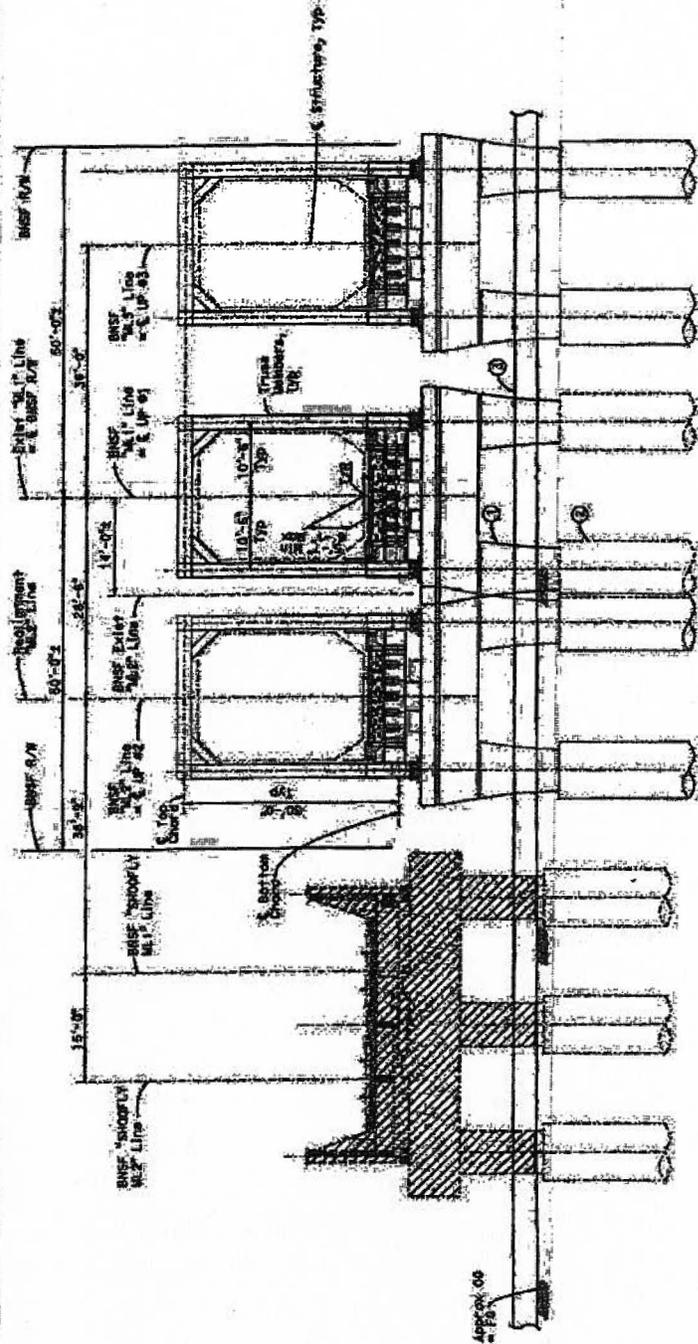


LEGEND:

- Indicates new construction
- Indicates existing structure
- Indicates bridge removal other construction of Replacement Bridges

NOTES:

- 6'-0" Dia column
 - 8'-0" Dia. abut. tower
 - Concrete barrier (see Type 406, see Appendix F)
- ABBREVIATIONS:
 BRT - Burlington Northern and Santa Fe Railway (Bridge Owner)
 U.P. - Union Pacific
 R/W - Right of Way
 T.O.R. - Top of Rail



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

PILE DATA TABLE

Location	Pile Type	Design Tip Elevation (ft)	Design Tip Diameter (ft)	Out-of-Order Diameter (ft)	Design Tip Elevation (ft)	Specified Tip Elevation (ft)
Bent 1	24" CDH	0	0	0	394.0 (a)	394.0
Bent 2	24" CDH	0	0	0	322.0 (a)	322.0
Bent 3	36" CDH	0	0	0	324.5 (a)	324.5

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

THE CONTRACTOR SHALL VERIFY ALL CONTROL POINT FIELD DIMENSIONS AND BE RESPONSIBLE FOR ANY DISCREPANCIES.

QUANTITIES

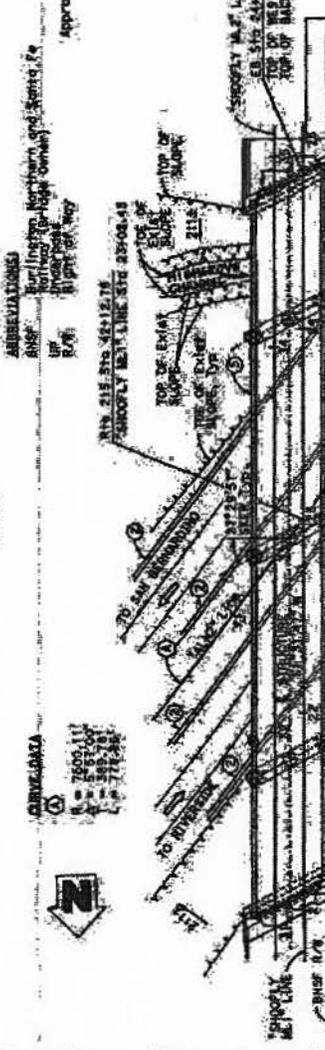
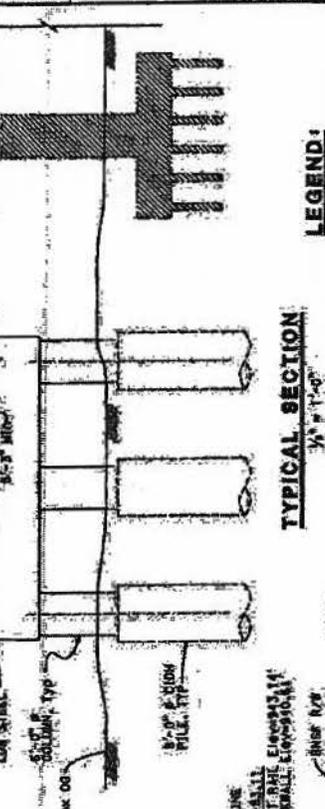
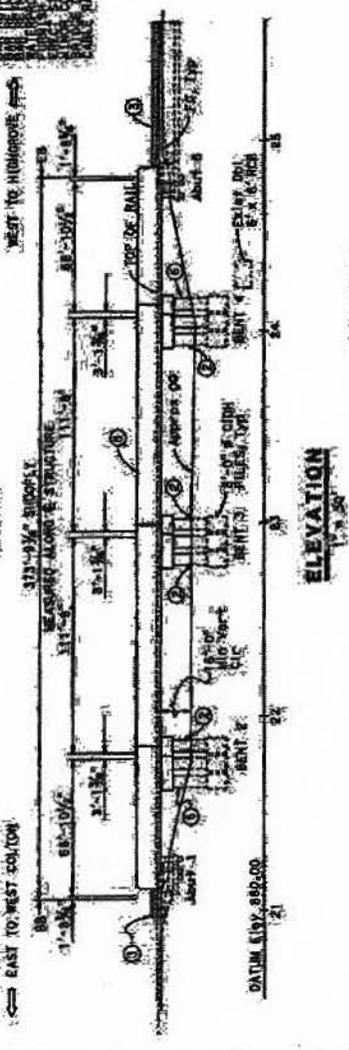
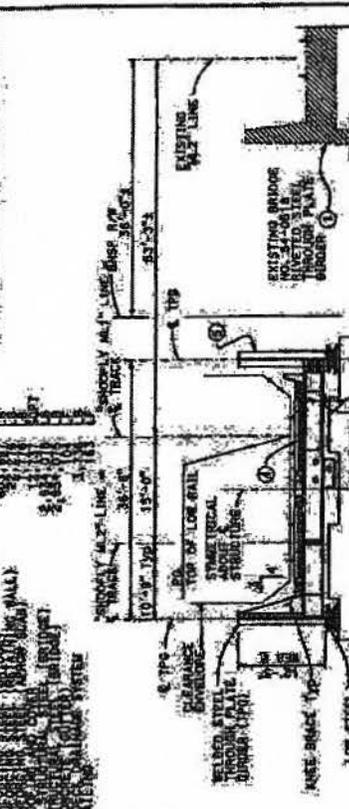
STRUCTURE: 10'-0" DIA. COLUMN
 8'-0" DIA. ABUT. TOWER
 CONCRETE BARRIER (SEE TYPE 406, SEE APPENDIX F)
 TOTAL QUANTITIES:
 10'-0" DIA. COLUMN: 10
 8'-0" DIA. ABUT. TOWER: 8
 CONCRETE BARRIER: 100

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 PROJECT NO. 10-21-83
 SHEET NO. 1 OF 2
 CONTRACT NO. 10-21-83
 HIGHGROVE UNDERPASS #1
 GENERAL PLAN NO. 2

DATE	NO.	BY	SCALE
04-28-64	215	J. H. ...	1" = 10'

QUANTITIES

CONCRETE
STEEL
WOOD
PAINT
...
TOTAL



LEGEND:

Indicates new construction
Indicates existing structure
Line of alignment
Indicates direction of traffic
Indicates direction of flow

NOTES:

- Existing structures to be removed are shown with dashed lines.
- Refer to "Notes" on page 10.

STATE OF CALIFORNIA		HIGHWAY UP (SHOOFLY)	
CALIFORNIA		DESIGN BRIDGE 10	
DATE	BY	SCALE	PROJECT NO.
04-28-64	J. H. ...	1" = 10'	...

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, 1938 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

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"

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



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 }
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 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



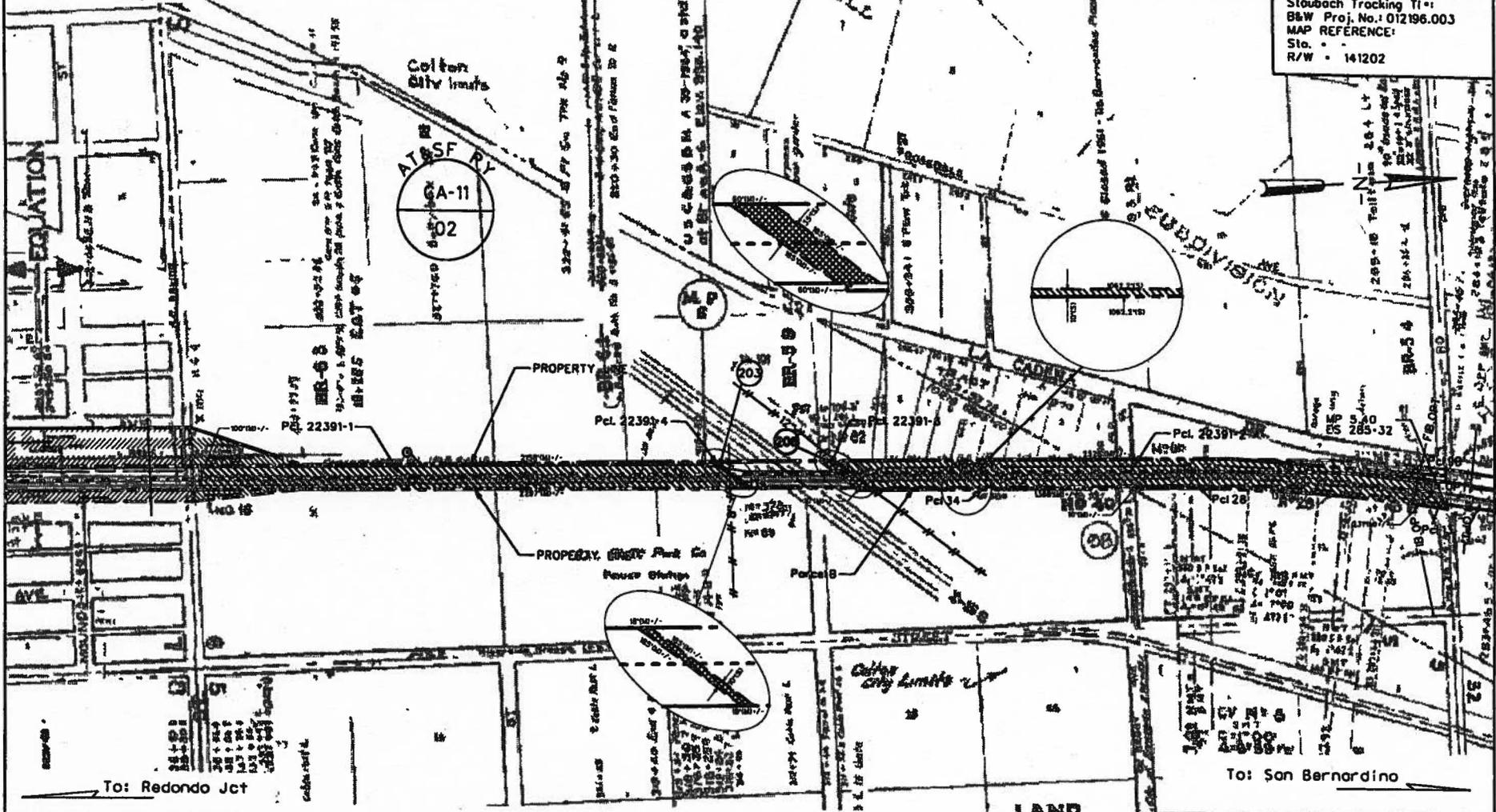
EXHIBIT "B2"
To Temporary Construction License
(PARCEL MAP)

EXHIBIT "A"

Stouback Tracking T1-1
B&W Proj. No.: 012196.003
MAP REFERENCE:
Sta. •
R/W • 141202

Scale: 1" = 400' +/-

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

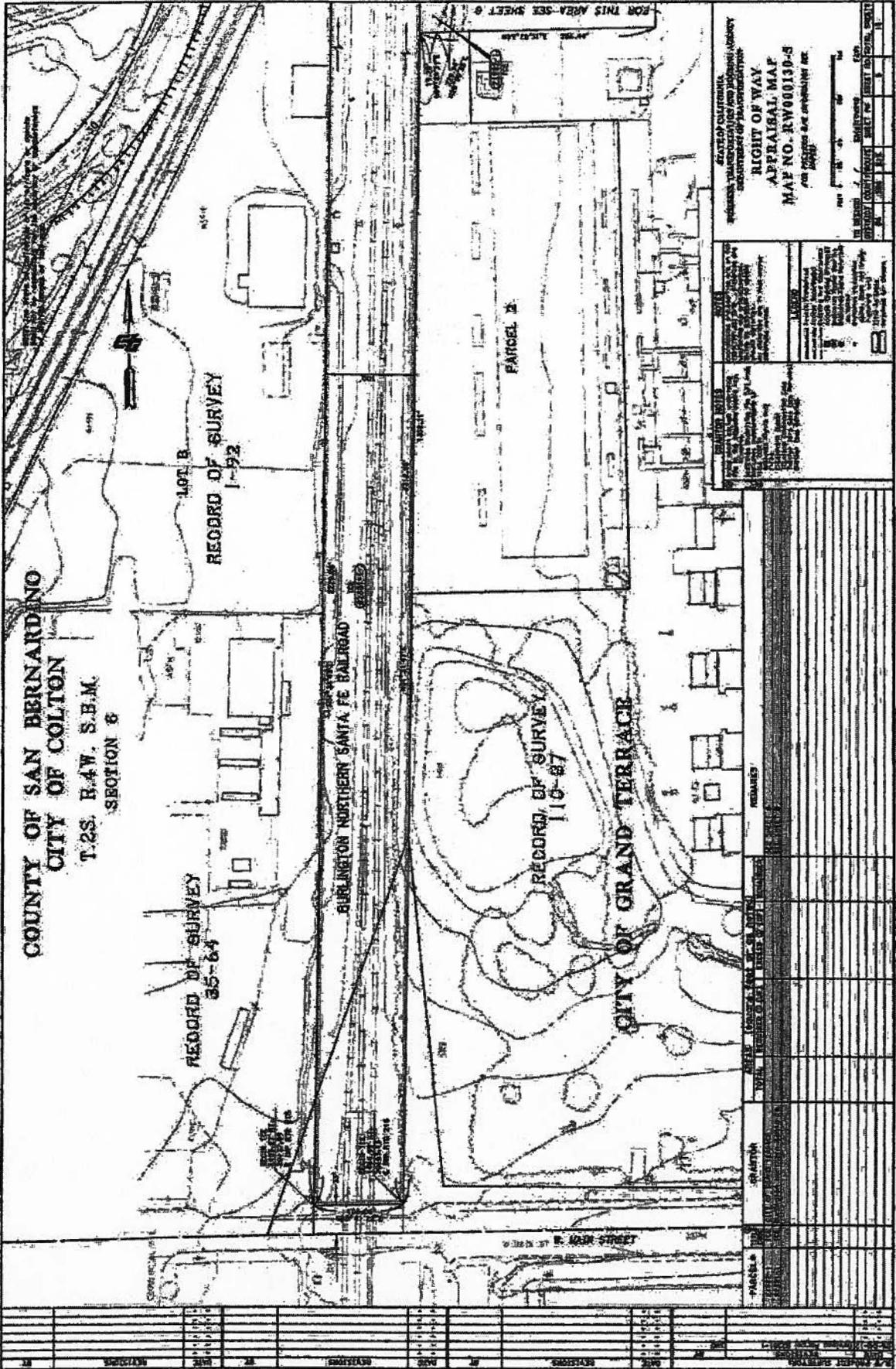


To: San Bernardino
Association of Governments
Near: Colton
San Bernardino County,
California

Legend:
[Hatched Box] Temporary Easement
[Dotted Box] Permanent Easement

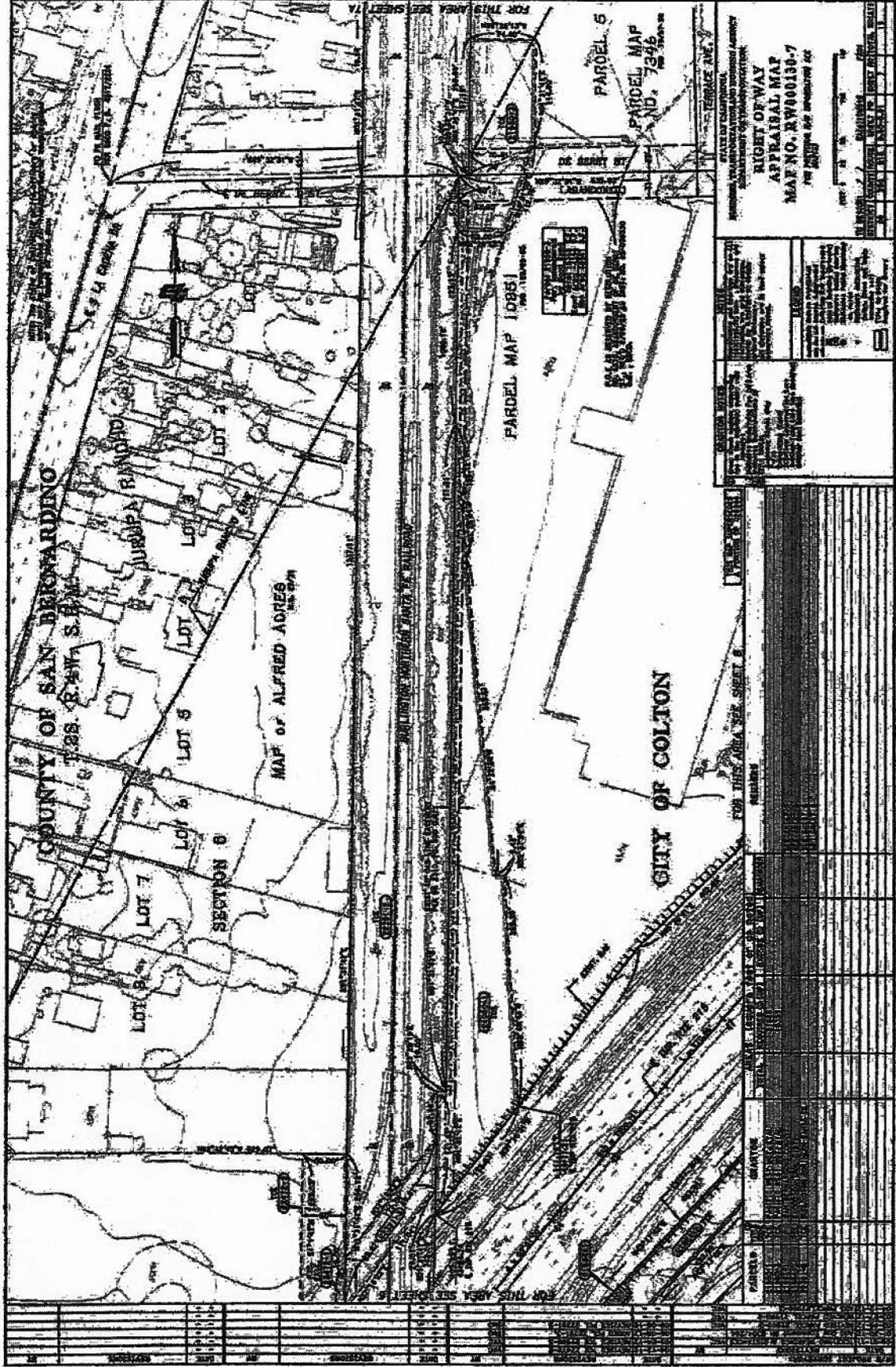
MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M) MEASUREMENT

California and LA Division
San Bernardino Subdivision
Vol. 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



RW000130-7

RW000130-7



RW000130-7

RW000130-7

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 **[REDACTED]** 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.

1. Accident City/St: _____ 2. Date: _____ Time: _____
County: _____ 3. Temperature: _____ 4. Weather: _____
(if non BNSF location)

Mile Post / Line Segment: _____

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

6. Name (last, first, mi): _____

7. Address: _____ City: _____ St: _____ Zip: _____

8. Date of Birth: _____ and/or Age: _____ Gender: _____
(if available)

Phone Number: _____ Employer: _____

9. Injury: _____ 10. Body Part: _____
(i.e., Laceration, etc.) (i.e., Hand, etc.)

11. Description of Accident (To include location, action, result, etc.): _____

12. Treatment:
 First Aid Only
 Required Medical Treatment _____
 Other Medical Treatment _____

13. Dr. Name: _____ Date: _____

14. Dr. Address:
Street: _____ City: _____ St: _____ Zip: _____

15. Hospital Name: _____

16. Hospital Address:
Street: _____ City: _____ St: _____ Zip: _____

17. Diagnosis: _____

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

EXHIBIT "C-1"

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 ~~\$500,000~~ per occurrence and ~~\$100,000~~ 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 ~~XXXXXXXXXX~~ (written number) ~~10~~ 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 ~~ten~~ ~~number 10~~ 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
Order's Note in CA add pertinent to the California Public Utilities Commission General Order 110
- 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:

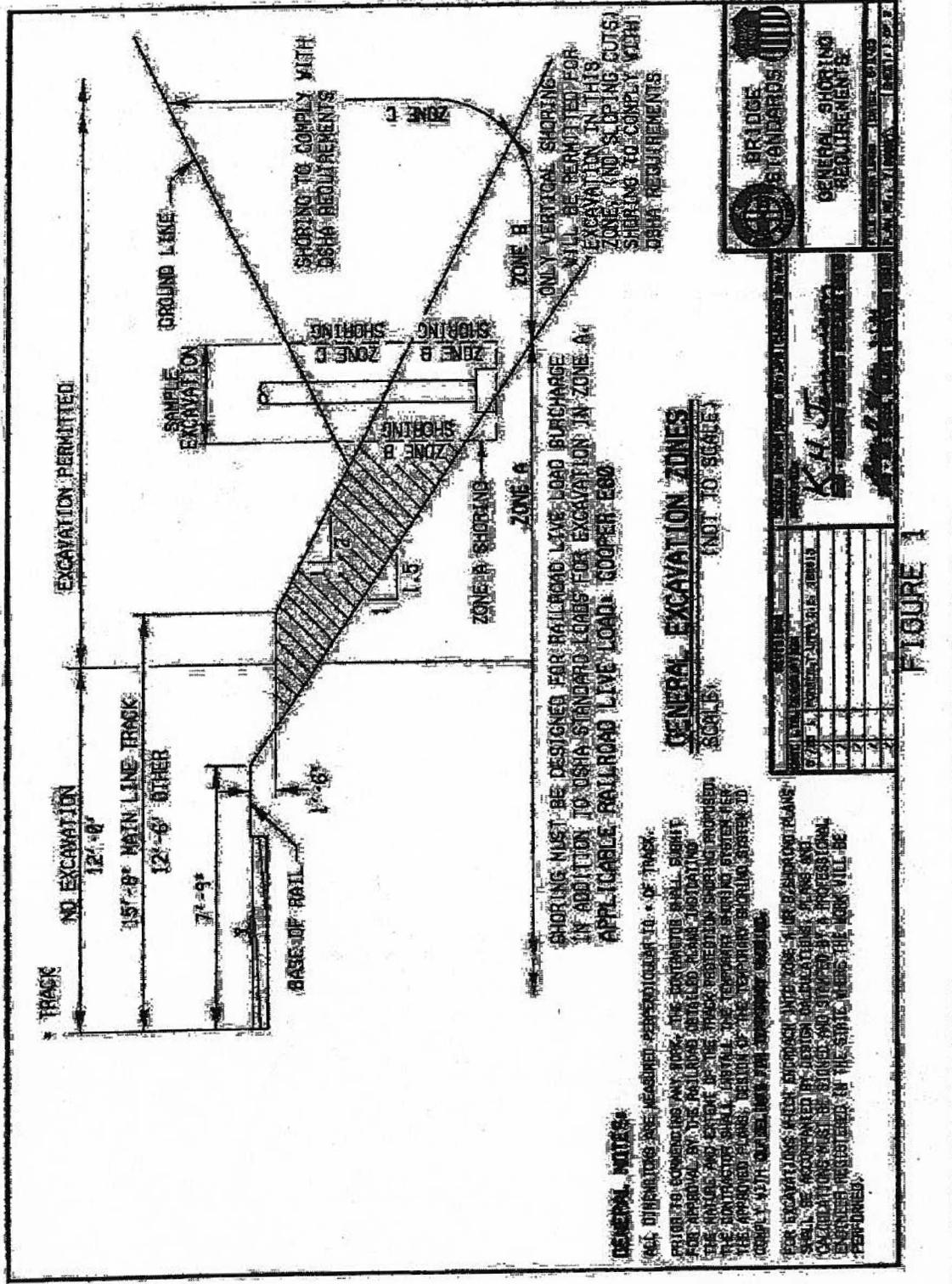
1. Fire suppression equipment is required on-site.
2. Do not use a torch over, between, or adjacent to the tracks unless a steel plate protective cover is used to shield against sparks and slag coming into contact with timber ties. Care shall be taken to make certain the use of a steel plate does not 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.

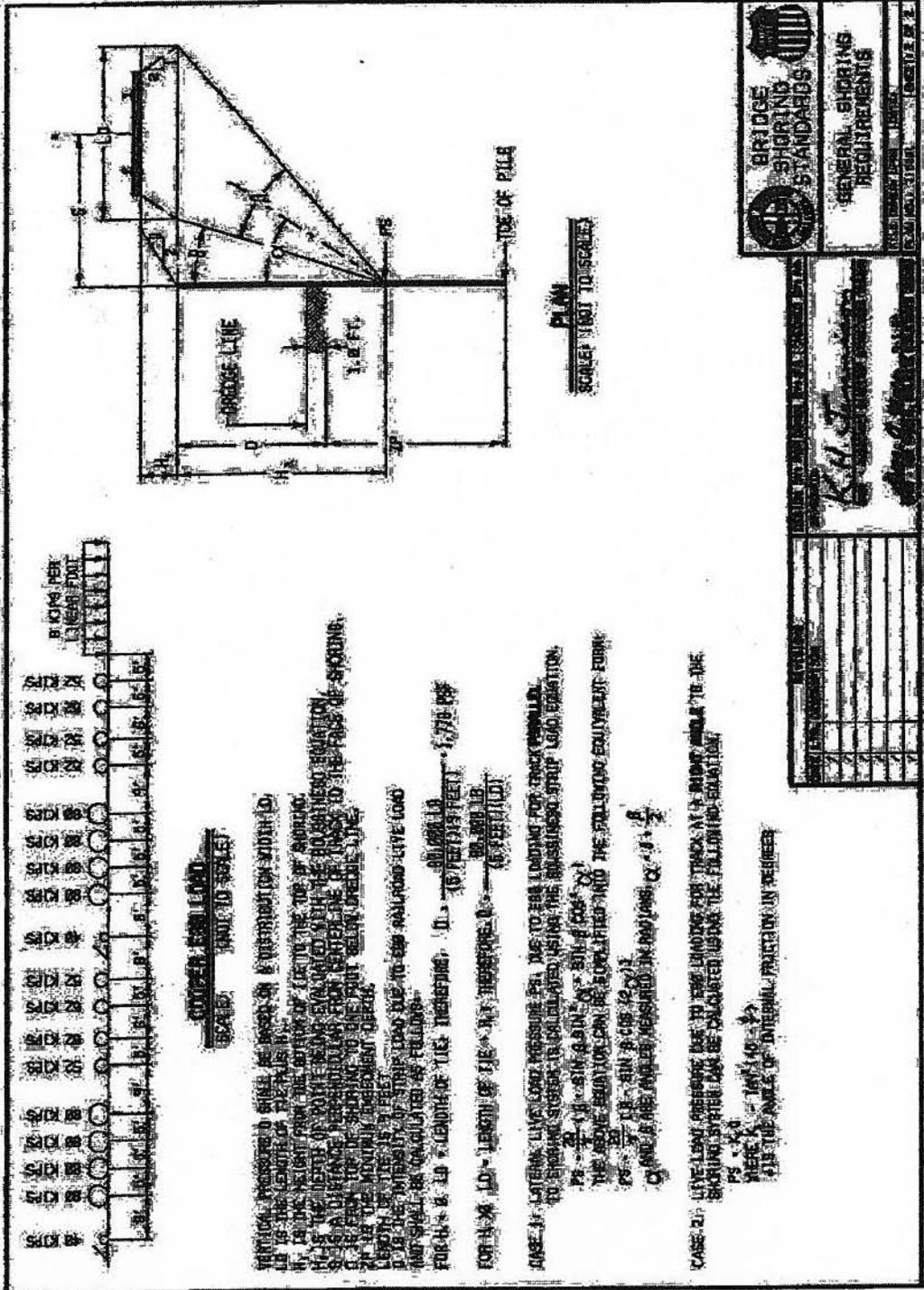
B. Extensive overhead cutting may require more robust fire suppression equipment and precautions than what would normally be required for routine cuts.

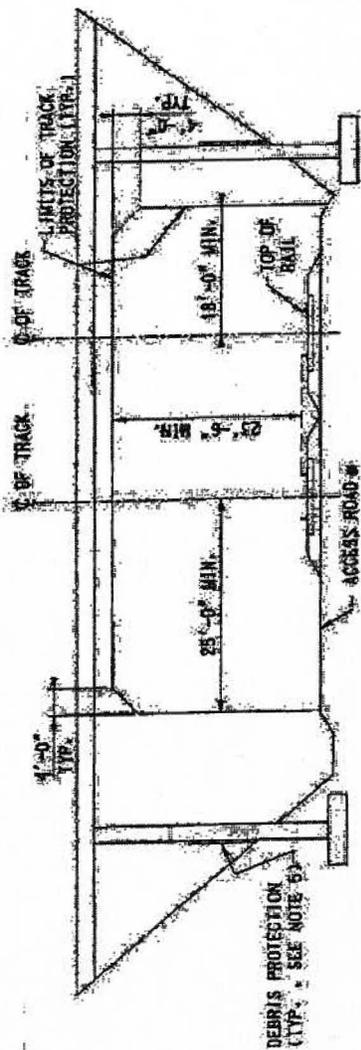
1. On days when extensive torch cutting is planned, the Contractor shall have a larger water supply on hand or take other measures as needed to effectively suppress fires.
2. Overhead torch cutting and welding must cease upon approach and passage of a train.
3. Extensive torch cutting shall not take 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

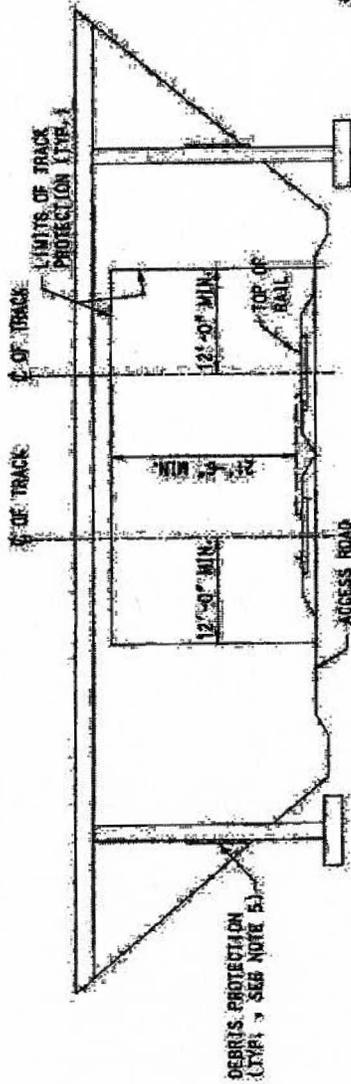
A. The demolition operations shall be planned such that overhead and underground utility lines are operating safely at all times. The utility lines shall be protected if affected by demolition operations. Underground utility lines shall be protected from concentrated soil loads under crane outriggers 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.







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 REQUIRED CLEARANCES NOTED MAY BE ALLOWED BY THE RAILROAD. SPECIAL PERMISSION FOR THE REQUIRED 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 WITHIN 25' SIDING OF THE MARKED DEMOLITION PLAN SHEET.
3. FOR ADDITIONAL CLEARANCE AND PROTECTION INFORMATION REFER TO CONTRACT SPECIFICS.
4. THE PROTECTION FRAME SHALL PREVENT DEMOLITION DEBRIS, DUST AND FINE MATERIAL FROM FALLING INTO THE RAILROAD TRACKS. ACCESS FROM OR TO THE FRAME SHALL BE DESIGNED BY THE CONTRACTOR TO SUPPORT THE ANTICIPATED DEMOLITION LOADS, AND IT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TRACKS PAGES AND FOR STRUCTURES OVER THE RAILROAD.
5. DEBRIS PROTECTION IS REQUIRED NEAR THE BASE OF THE SIDE SLOPES AND ADJACENT TO RAILS USED BY DEMOLITION EQUIPMENT TO PREVENT DEBRIS FROM ROLLING ONTO TRACKS. ACCESS ROAD OR OTHER USE TABLES AS REQUIRED TO STOP LARGE PIECES OF WHEEL OR 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



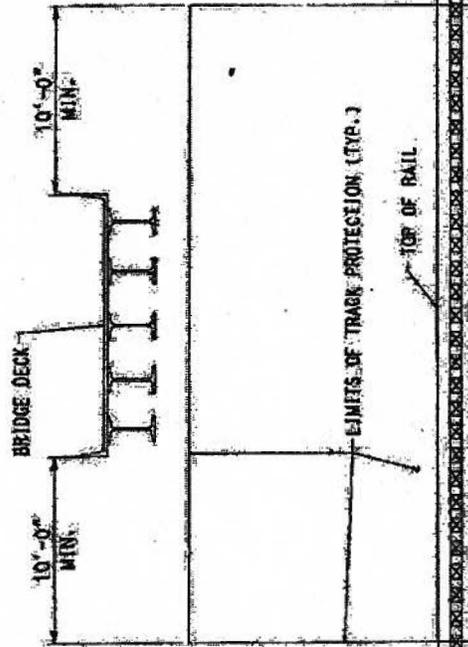
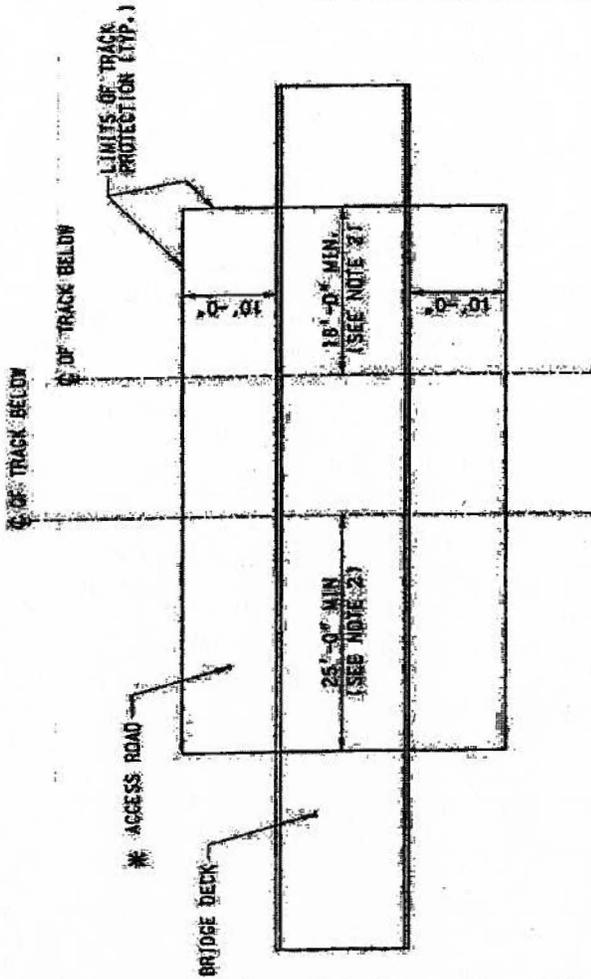
DEMOLITION FRAME PROTECTION DETAILS

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.

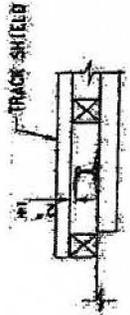


*IF NO ACCESS ROAD, USE MIN. DIMENSION FROM OTHER SIDE

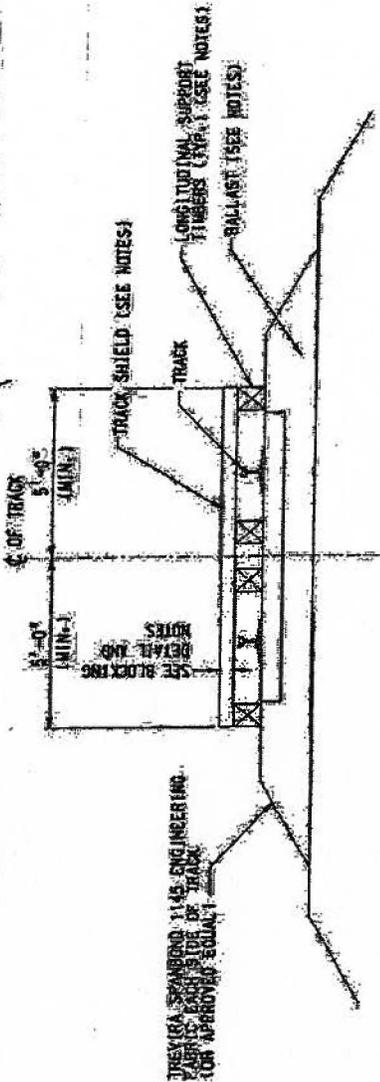


DEMOLITION FRAME
PROTECTION DETAILS

DATE: OCTOBER 17, 2007 SHEET: 2 OF 3



BLOCKING DETAIL



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

TRAVELA SAMPANO, P.E. ENGINEERING
PARRIS EAST SIDE OF TRACK
FOR APPROXIMATE EQUALITY

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 BRIDGE DECK DURING THE REMOVAL OF THE BRIDGE DECK. THE SHIELD SHALL PREVENT MATERIALS AND DEBRIS FROM FALLING FROM THE BRIDGE DECK. ADDITIONAL MATERIALS SHALL BE CONTAINED AS NECESSARY TO PREVENT FINE MATERIALS OR DEBRIS FROM SETTLING UNDER THE TRACKS.
3. THE SHIELD SHALL BE PREPARED AND FURNISHED WITH LIFTING HOOPS TO SIMPLIFY REMOVAL.
4. THE SHIELD SHALL BE OF SUFFICIENT STRENGTH TO SPAN BETWEEN ITS SUPPORTS WITHOUT BEARING UPON THE RAILS AND TO WITHSTAND OVERTURNING RIBBLES.
5. BEFORE REMOVAL THE SHIELD SHALL BE CLEANED OF ALL DEBRIS AND FINE MATERIAL. GEO-FABRIC SHALL LINE THE RAILWAY 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 RIBBLE SHALL BE REMOVED TO A MINIMUM OF 4'-8" FROM THE NEAREST RAIL AND TO AN ELEVATION NO HIGHER THAN THE TOP OF RAIL.
9. AT THE END OF THE DAY, THE RIBBLES SHALL BE REMOVED COMPLETELY TO A MINIMUM OF 10'-0" FROM THE NEAREST RAIL AND DOWN TO ORIGINAL GRADE. GEO-FABRIC BARRIER SHALL BE USED TO PREVENT BALLAST CONTAMINATION BY FINE MATERIAL.
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.



DEMOLITION TRACK SHIELD DETAIL

DATE: OCTOBER 17, 2004 SHEET: 2 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: 16

Date: December 5, 2012

Subject: On Call Right-of-Way Contract

- Recommendation:** *
1. Approve Amendment No. 3 to Contract No. C10027 with Overland, Pacific & Cutler, Inc. for On-Call Right-of-Way 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, acting as the San Bernardino County Transportation Authority, 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 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

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG	CTC	CTA	x	SAFE	CMA
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Check all that apply.

BRD1212b-pb

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/C10027-03.docx>

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 right-of-way 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 amount.

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 was reviewed and recommended for approval (11-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the Amendment.

Responsible Staff: Garry Cohoe, Director of Project Delivery

**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: 17

Date: December 5, 2012

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

- Recommendation:***
1. Approve 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. Approve Budget Amendment to Task No. 0826 for Fiscal Year (FY) 2012/13 made to remove the \$1,491,009 Demonstration High Priority Program funds 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 work required for the I-10 Cherry Avenue Interchange, which has been

*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	
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Check all that apply.

BRD1212c-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>

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 was reviewed and recommended for approval (11-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012.

Responsible Staff: Garry Cohoe, Director of Project Delivery



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				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0826</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? <u>MSI-Valley Fund-Fwy Interchange</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:				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

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

Task Manager (Print Name)	Signature
<u>CHAD COOK</u>	<u>10/19/12</u>
Project Manager (Print Name)	Signature
<u>Jeffery Hill</u>	<u>10/18/12</u>
Contracts Administrator (Print Name)	Signature
<u>WILMA ZMARSZ</u>	<u>10/31/12</u>
Chief Financial Officer (Print Name)	Signature
	<u>11/1/12</u>

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: 18

Date: December 5, 2012

Subject: Approve Agreement No. C13077 (12-25-107-00) between San Bernardino Associated Governments, Orange County Transportation Authority, Riverside County Transportation Commission, Ventura County Transportation Commission and Southern California Regional Rail Authority.

Recommendation:*

1. Ratify the actions of staff taken in Fiscal Year 2010/2011 in approving the transfer of credit for federal grant funds held by Metrolink among fiscal years and member agencies to avoid the loss of federal grant funds needed for the Metrolink Rehabilitation project.
2. Approve Agreement No. C13077 (12-25 107-00) between San Bernardino Associated Governments, Orange County Transportation Authority, Riverside County Transportation Commission, Ventura County Transportation Commission, and Southern California Regional Rail Authority for the approval of Southern California Regional Rail Authority Federal Transit Administration Section 5309 funds and grant application.

Background: In Fiscal Year 2010/2011, grant CA-05-0235 was submitted to the Federal Transit Administration (FTA) for Metrolink's Rehabilitation project. This grant includes \$3,200,000 from San Bernardino Associated Governments (SANBAG) as their contribution to the Metrolink Rehabilitation project. However, Riverside County

*

Approved
 Board of Directors
 Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

COG	CTC	X	CTA	X	SAFE	CMA
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BRD1212a-ns

[http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/Agreement%2012-25-107-00%20SANBAG Other%20Transit%20Commissions.pdf](http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/Agreement%2012-25-107-00%20SANBAG%20Other%20Transit%20Commissions.pdf)

Transportation Commission (RCTC) had federal funds that were in danger of lapsing. In order to prevent this, RCTC offered to use their federal dollars to pay for SANBAG's share of the Metrolink Rehabilitation project, and in exchange RCTC would use SANBAG's funds in grant CA-05-0235 at a later time. Such transfers are within federal law and are not unusual in managing federal grant funds. The transfer avoided the loss of \$5.2 Million to the regional transportation system. Staff agreed to participate in the transfers believing it to be in the best interests of the regional commitment to Metrolink service and that it presented no risk of any loss of funds to SANBAG.

This agreement is for SANBAG to reimburse RCTC \$3,200,000 from grant CA-05-0235 and in turn RCTC will move these funds to a new grant application. In addition, RCTC will be applying these funds to cover RCTC's share of the Rotem Reimbursement to Orange County Transportation Authority (OCTA). Instead of creating multiple contracts, RCTC has elected to combine all its transactions from other transportation commissions. All other agencies involved have approved and executed the agreement, and SANBAG has already received the full benefits of applying RCTC grant funds to SANBAG's financial obligations. This action would complete SANBAG's obligation to reimburse the funds that SANBAG already received as part of the arrangement.

Staff is recommending that the Board approve Agreement No. C13077 (12-25 107-00) between San Bernardino Associated Governments, Orange County Transportation Authority (OCTA), Riverside County Transportation Commission, Ventura County Transportation Commission (VCTC), and Southern California Regional Rail Authority (SCRRA) for the approval of Southern California Regional Rail Authority Federal Transit Administration Section 5309 funds and grant application.

Financial Impact: This contract does not have any direct financial impact on the SANBAG's Fiscal Year 2012/2013 budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on November 15, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

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

CONTRACT SUMMARY SHEET

Contract No. C13077 Amendment No. _____

By and Between

RCTC, OCTA, VCTC and SCRRA and SANBAG

Contract Description Funding Swap

Board of Director's Meeting Date: December 5, 2012
Overview of BOD Action: Approve Agreement No. 12-25 107-00 between San Bernardino Associated Governments, Orange County Transportation Authority, Riverside County Transportation Commission, Ventura County Transportation Commission, and Southern California Regional Rail Authority for the approval of Southern California Regional Rail Authority Federal Transit Administration Section 5309 funds and grant application.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	0 75	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	\$	0 75	TOTAL CONTINGENCY VALUE	\$		
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$	75-0

Contract Start Date 12/05/12	Current Contract Expiration Date 12/05/12	Revised Contract Expiration Date
---------------------------------	--	----------------------------------

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

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. _____
 A Budget Amendment is required.
 How are we funding current FY? This funding is from FY10/11 and does not go through SANBAG's Books

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:
This funding is already in a SCRRA Grant application. No funding will go through SANBAG
 Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
 Retention? If yes, indicate % _____
 Disadvantaged Business Enterprise (DBE) Goal _____ %

Mitchell A Alderman, PE
Project Manager (Print Name)
Nancy Strickert
Task Manager (Print Name)
Andrea Zureick
Dir. of Fund Admin. & Programming (Print Name)
Jeffery Hill
Contract Administrator (Print Name)
W. Stumpert
Chief Financial Officer (Print Name)

<u>[Signature]</u>	Date
<u>[Signature]</u>	11/8/12
<u>[Signature]</u>	Date
<u>[Signature]</u>	11/8/12
<u>[Signature]</u>	Date
<u>[Signature]</u>	11/8/12
<u>[Signature]</u>	Date
<u>[Signature]</u>	11/9/12
<u>[Signature]</u>	Date

FTA SECTION 5309 MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN THE

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

AND

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

VENTURA COUNTY TRANSPORTATION COMMISSION

AND

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

FOR APPROVAL OF

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY USES OF MEMBER

AGENCY FTA SECTION 5309 FUNDS

This Memorandum of Understanding ("MOU") is effective as of June 30, 2012, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584 (hereinafter referred to as "OCTA"), Riverside County Transportation Commission, 4080 Lemon Street, 3rd Floor, P.O. Box 12008, Riverside, CA 92502 (hereinafter referred to as "RCTC"), San Bernardino Associated Governments, 1170 West 3rd Street, San Bernardino, CA 92410 (hereinafter referred to as "SANBAG") and Ventura County Transportation Commission, 950 County Square Drive, Ventura, CA 93003 (hereinafter referred to as "VCTC"), (collectively, the "Member Agencies"), and the Southern California Regional Rail Authority, One Gateway Plaza, 12th Floor, P.O. Box 531776 Los Angeles, CA 90053-1776, (hereinafter referred to as "SCRRA"), (collectively, the "Parties" and individually a "Party").

RECITALS:

WHEREAS, SCRRA was in the process of executing Federal Transit Administration ("FTA") Section 5309 grant CA-05-0235-04 with the FTA which includes formula FTA Section 5309 funds from OCTA, SANBAG and VCTC; and

WHEREAS, FTA has informed RCTC that \$5.2 million of RCTC's Fiscal Year ("FY") 2009 formula FTA Section 5309 funds from Urbanized Area ("UZA") 25 will lapse and no longer be available to the region if not executed in a grant by September 30, 2011; and

WHEREAS, the parties wish to ensure the RCTC FTA Section 5309 funds do not lapse; and

WHEREAS, FTA and Southern California Association of Governments ("SCAG") have both provided approval for SCRRA to substitute \$5.2 million of the RCTC FY 2009 UZA 25 FTA Section 5309 funds for \$5.2 million of the OCTA, SANBAG, and VCTC FY 2010 FTA Section 5309 funds in grant CA-05-0235-04; and

WHEREAS, the change to grant CA-05-0235-04 will not result in a significant delay in execution of this grant beyond September 30, 2011; and

WHEREAS, the parties agree that the OCTA, SANBAG, and VCTC FY 2010 FTA Section 5309 funds originally included in grant CA-05-0235-04 will be entered into and utilized for the FY 13 grants for RCTC rail rehabilitation/renovation and/or OCTA Rotem Reimbursement efforts, to be executed before September 30, 2012; and

WHEREAS, the local match funds already included in grant CA-05-0235-04 will remain in grant CA-05-0235-04 providing match to the substituted RCTC FTA Section 5309 funds; and

NOW, THEREFORE, it is mutually understood and agreed by the PARTIES as follows:

ARTICLE 1. APPROVAL OF USES OF FUNDS

- A. The Parties approve the substitution of OCTA, SANBAG, and VCTC FY 2010 FTA Section 5309 funds originally included in grant CA-05-0235-04 with the RCTC FY 2009 FTA Section 5309 funds as detailed in Attachment A, attached hereto and incorporated herein by reference.
- B. The Parties agree that OCTA, SANBAG, and VCTC FY 2010 FTA Section 5309 funds originally included in grant CA-05-0235-04 will be entered into the FY 13 grants for RCTC rail rehabilitation/renovation and/or OCTA Rotem Reimbursement efforts.

ARTICLE 2. TERM

- A. The term of this MOU is from the initial FY10 Rehab grant approval date until the funds are expended in both grant CA-05-0235-04 and the FY 13 grants for RCTC rail rehabilitation/renovation and/or OCTA Rotem Reimbursement efforts are completed, any required audits are completed, and the grants are closed.

ARTICLE 3. ENTIRE AGREEMENT

- A. This MOU, along with its Attachments, constitutes the entire understanding between the Parties with respect to the subject matter herein. The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the individuals who agreed to the original MOU or someone with the same level of authority.
- B. If any term, provision, covenant or condition of this MOU is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder to this MOU shall not be affected thereby, and each term, provision, covenant or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.
- C. This MOU may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted.
- D. This MOU shall be governed by California law. The covenants and agreements of this MOU shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.

ARTICLE 4. NOTICE

Any notices or correspondences in connection with this MOU shall be sent to:

OCTA:
Jennifer Bergener
550 South Main Street,
P.O. Box 14184,
Orange, California 92863-1584

E-mail: jbergener@octa.net

RCTC:
Sheldon Peterson
4080 Lemon Street, 3rd Floor,
P.O. Box 12008,
Riverside, CA 92502

E-mail: speterson@rctc.org

SANBAG:
Mitch Alderman
1170 West 3rd Street,
San Bernardino, CA 92410

E-mail: malderman@sanbag.ca.gov

VCTC:
Mary Travis
950 County Square Drive,
Ventura, CA 93003

E-mail: mtravis@goventura.org

SCRRA:
Karen Sakoda
SCRRA
One Gateway Plaza, 12th Floor
P.O. Box 531776
Los Angeles, CA 90053-1776
E-mail: sakodak@scrra.net

Notice will be given to the Parties at the address specified above or by e-mail with hard copy to follow, unless otherwise notified in writing of a change of address.

ARTICLE 5. INDEMNIFICATION, DEFAULT

- A. No Party nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by another Party in connection with any funds approved to be used or used by the Party accepting the funds, its officers, agents, employees, contractors and subcontractors under this MOU. Each Party shall, in connection with any funds used or approved to be used hereunder by such Party, fully indemnify, defend and hold the other Parties, and their officers, agents and employees, harmless

from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of or related to the funds approved to be used or used hereunder by such Party, including without limitation: (i) misuse of the funds by the Party accepting the funds, or its officers, agents, employees, contractors or subcontractors; or (ii) breach of such a Party's obligations under this MOU.

- B. The SCRRA in using the funds as described in this MOU is not a contractor nor an agent or employee of the Member Agencies. The SCRRA attests to no organizational or personal conflicts of interest and agrees to notify the Member Agencies immediately in the event that a conflict or the appearance thereof, arises. The SCRRA shall not represent itself as an agent or employee of the Member Agencies and shall have no powers to bind the Member Agencies in contract or otherwise.
- C. No Party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOU.

ARTICLE 6. SIGNATURE AUTHORITY

Each person signing this MOU has the full authority to sign this MOU on behalf of the Party for which he or she is signing and also has the ability to bind that Party to the obligations and commitments set forth in this MOU.

[Signatures on following page]

**SIGNATURE PAGE TO
THE FTA SECTION 5309 MEMORANDUM OF UNDERSTANDING**

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed on the date first above written.

ORANGE COUNTY TRANSPORTATION AUTHORITY

Will Kempton, Chief Executive Officer

Approved as to form:

Legal Counsel to OCTA

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Anne Mayer, Executive Director

Approved as to form:

Legal Counsel to RCTC

SAN BERNARDINO ASSOCIATED GOVERNMENTS

Janice Rutherford, President SANBAG Board of Directors

Approved as to form:

Legal Counsel to SANBAG

**SIGNATURE PAGE TO
THE FTA SECTION 5309 MEMORANDUM OF UNDERSTANDING
[continued]**

VENTURA COUNTY TRANSPORTATION COMMISSION

Darren Kettle, Executive Director

Approved as to form:

Legal Counsel to VCTC

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By: _____

Its: _____

Approved as to form:

Legal Counsel to SCRRA

Attachment A

RCTC 5309 SWAP OVERVIEW					
Start: FY10-11 Rehabilitation Grants: CA-05-0235-04 5309					
Finish: FY 13 Rehab & OCTA Rotem Reimbursement					
		Amounts in Grant	Amounts to be replaced with RCTC FY09 uza25 (1)	Amount Available for RCTC use in FY13	Planned use of Funds
OCTA tip# ora37111 2008 -11 approved 03/02/09 = \$7,200,000.					
fy09 uza 2 la-lb (Metrolink)		\$2,937,840			
fy10 uza 2 la-lb (Metrolink)		\$1,036,906	\$500,000	\$500,000	FY 13 RCTC Rotem Reimbursement to OCTA
	total	\$3,974,546			
VCTC tip# ven990609 2008 -38 approved 02/17/10 = \$2,988,000.					
fy10 uza 143 thousand oaks		\$876,659	\$500,000	\$500,000	FY 13 RCTC's Share of Annual Rehab
fy10 uza 91 oxnard		\$1,579,744	\$1,000,000	\$1,000,000	FY 13 RCTC's Share of Annual Rehab
	total	\$2,456,403			
SANBAG tip# ven990602 2008 -16 approved 06/30/09 = \$3,078,000 (fy11) + \$3,286,000 (fy12) = \$6,364,000.					
fy09 uza 2 la-lb		\$54,586			
fy10 uza 25 riv-sb		\$1,924,244	\$1,700,000	\$1,700,000	FY 13 RCTC Rotem Reimbursement to OCTA
fy10 uza 2 la-lb		\$1,981,414	\$1,500,000	\$1,500,000	FY 13 RCTC Rotem Reimbursement to OCTA
	total	\$3,960,244			
All FY 10 funds		\$7,398,967	\$5,200,000	\$5,200,000	

1. These funds that RCTC is providing to avoid lapsing of these FY 09 5309 funds will be repaid through a new grant & reimbursement activity for \$5.2 million using the original OCTA, VCTC and SANBAG FY 10 funds



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

Minute Action

AGENDA ITEM: 19

Date: December 5, 2012

Subject: License agreement for use of San Bernardino Associated Governments (SANBAG) Right-of-Way and Right-of-Entry Permit on SANBAG Right-of-Way

- Recommendation:***
1. Approve License Agreement No. R13073 with William J. Patterson for the interim use of a portion of Right-of-Way for the parking of vehicles for employees of adjacent business and the installation, operation, maintenance and repair of a private road crossing, business sign and a fire water pipeline along the northerly portion of the San Bernardino Associated Governments' Redlands Subdivision Right-of-Way northerly of W. Redlands Boulevard and adjacent to Tennessee Street in the City of Redlands; and
 2. Approve License Agreement No. R13072 with Verizon Communication, Inc. for the installation, operation, maintenance and repair of one (1) overhead fiber optic cable containing up to seventy-two (72) fibers crossing San Bernardino Associated Governments' San Gabriel Subdivision at the point where Meridian Avenue would cross the rail Right-of-Way in the City of San Bernardino; and
 3. Waive San Bernardino Associated Governments Contract and Procurement Policy 11000 V.F., for Contract Nos. R13072 and R13073 which limits the maximum standard contract term to five (5) years; and

*

	<p><i>Approved</i> <i>Board of Directors</i></p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
--	---

COG		CTC	X	CTA		SAFE		CMA	
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Check all that apply.

BRD1212a-cd
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/R13073.docx>
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/R13072.docx>

4. Authorize the Executive Director or his designee to execute the License Agreements in Recommendations 1 and 2, and any other necessary and proper documents to implement the License agreements' terms, that are approved as to form by General Counsel.

Background:

Between 1991 and 1993, San Bernardino Associated Governments (SANBAG) acquired the Baldwin Park branch line, the Pasadena Subdivision, and the Redlands branch line, all railroad rights-of-way, for its Commuter Rail program. Following the acquisition of these rail assets, in 1994, SANBAG contracted with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to provide property management services. During 2011, SANBAG went through a procurement process to bid the services provided by the LACMTA and on May 4, 2011, the Board awarded Contract No. C11206 to Epic Land Solutions.

Historically, the management services provided to SANBAG by LACMTA has included: environmental due diligence, management of leases, licenses and easements, weed abatement and trash removal, preparing agreements and licenses for utilities and street crossings of the Right-of-Way, and marketing surplus property. To expedite the provision of these services, SANBAG provided the LACMTA power-of-attorney to handle these matters on SANBAG's behalf. SANBAG's rail assets portfolio includes approximately 1,050 licenses, leases, and agreements that generate roughly \$400,000 in annual revenue. The revenues generated by SANBAG's rail assets are used to fund improvements related to the rail system. Examples of past projects include the restoration of the San Bernardino Depot, San Bernardino Parking Structure, and the restoration of the Upland Lemon Grower's Warehouse.

When SANBAG re-procured these services last year, SANBAG did not grant Epic Land Solutions, Inc. (Epic) power-of-attorney. Consequently, Board action is required to authorize SANBAG to enter into or amend any new or existing license, lease, or agreement for the use of SANBAG's property.

The licenses to be granted per this item will be for an interim use of Right-of-Way property to be used for parking of vehicles, a private road crossing, business sign and a fire water pipeline on the Redlands Subdivision and an overhead crossing of SANBAG's Right-of-Way commonly known as Metrolink's San Gabriel Subdivision, as shown below.

William J. Patterson will be located north of West Redlands Boulevard, adjacent to Tennessee Street in the City of Redlands, SANBAG mile post 7.97. The total area needed for the use is 18,505 square feet.

Verizon Communications, Inc. will be located at Meridian Avenue at the point where it would cross the rail Right-of-Way in the City of San Bernardino, SANBAG Mile Post 83.6 (SCRRA Mile Post 54.20). The total area needed for the use is 1,000 square feet.

Financial Impact: Approval of the agreement with Mr. Patterson will result in a one-time refundable deposit of \$550 and monthly license payment of \$550 to SANBAG. Approval of the agreement with Verizon Communications, Inc. will result in the payment of a one-time administrative fee of \$1,500 and \$2,000 annual license payment to SANBAG. The License payment fees will be collected by Epic Land Solutions, Inc. on behalf of SANBAG and retained in the SANBAG Rail Assets Trust account until the funds are transmitted to SANBAG's Finance Department. The revenue may be budgeted in subsequent fiscal years for projects that benefit SANBAG's rail system/assets. All staff time associated with preparation of this item and coordination of the license document is consistent with the current Fiscal Year 2012/2013 budget task 0377.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on November 15, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the license agreements.

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



CONTRACT SUMMARY SHEET

Contract No. R 13072 Amendment No. _____

By and Between

San Bernardino Associated Governments and Verizon Communications, Inc.

Contract Description License Agreement to cross SANBAG railroad right-of-way

Board of Director's Meeting Date: December 6, 2012
Overview of BOD Action: Approve License Agreement R13072 with Verizon Communication, Inc. for the installation, operation, maintenance and repair of one (1) overhead fiber optic cable containing up to seventy two (72) fibers only
Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$	3,500.00	Original Contingency Amount
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>
Current Amendment Amount	\$		Contingency Amendment
TOTAL CONTRACT VALUE	\$	3,500.00	TOTAL CONTINGENCY VALUE
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 3,500.00

Contract Start Date 12/6/12	Current Contract Expiration Date	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>0377</u> .				
<input type="checkbox"/> A Budget Amendment is required. How are we funding current FY? Rail Assets				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: Rail Assets				
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable				

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

Task Manager (Print Name) <u>CASEY DAILEY</u>	Signature <u>Mitch Alderman</u>	Date <u>11/7/12</u>
Project Manager (Print Name) <u>Jeffrey Hill</u>	Signature <u>Casey Dailey</u>	Date <u>11.7.12</u>
Contracts Administrator (Print Name) <u>STAN</u>	Signature <u>Jeffrey Hill</u>	Date <u>11/8/12</u>
Chief Financial Officer (Print Name) <u>AZ</u>	Signature <u>N/A</u>	Date <u>11/8/12</u>
Director of Fund Administration & Programming	Signature	Date

CONTRACT NO: R13072

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

VERIZON COMMUNICATIONS, INC.

FOR

**License Agreement on the San Gabriel Subdivision
Mile Post 83.6**

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into as of December 5, 2012 by and between the **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a county transportation commission, existing under the authority of Section 13050 et seq. of the California Public Utilities Code ("SANBAG"), and **VERIZON COMMUNICATIONS, INC.** a corporation of the State of Delaware, ("LICENSEE"), upon and in consideration of the agreements, covenants, terms and conditions below:

PART I

BASIC LICENSE PROVISIONS

- 1. Description of License Property:
 An overhead crossing of the SANBAG property commonly known as the San Gabriel Subdivision San Bernardino at a point where Meridian Avenue would cross the rail Right-of-Way in the City of San Bernardino, County of San Bernardino at SANBAG Mile Post 83.6 (SCRRA Mile Post 54.20)
 Approximate area:
 One Thousand Square Feet (1,000 Sq. Ft.) (§1.1)

- 2. Use of License Property:
 Installation, operation, maintenance and repair of one (1) overhead fiber optic cable containing up to seventy two (72) fibers only, and no other uses (§1.1, §10)

- 3. Commencement Date:
 January 1, 2013 or upon execution of the Board of Directors (§1.2)

- 4. Term (circle one):
 - (A.) Month-to-month
 - (B.) N/A months, ending N/A 20 N/A, unless canceled by SANBAG as provided in Section 1.2 on 30 days' notice (§1.2)

- 5. License Fees:
 - (A.) Base License Fee:
 \$2,000.00 per year, payable (circle one):
 - a. Annually in advance
 - b. Monthly in advance (§2.1)

 - (B.) Additional License Fee:
 - a. One time Administrative fee: \$1,500.00
 - b. Other fees: \$N/A (§2.1)

- C.** Base License Fee Adjustment Dates (Circle, if applicable)
- a** Annually based on CPI effective January 1, 2014
 - b** At intervals of not less than three (3) years based on current fair market rent (§2.2)
6. Insurance Amount (See Exhibit "B") (§16)
7. SANBAG's Address:
 SAN BERNARDINO ASSOCIATED GOVERNMENTS
 1170 W. 3rd Street, 2nd Floor
 San Bernardino, California 92410-1715 (§24.1)
8. Licensee's Address:
 VERIZON COMMUNICATIONS, INC.
 11 S. 4th Street
 Redlands, California 92543 (§24.1)
 Attn: Lex Treepaisan
 909-748-6654
9. Facility:
 One over (1) overhead fiber optic cable containing up to seventy two (72) fibers (§1.1)

The foregoing Basic License Provisions and the General License Provisions set forth in attached Part II are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

SANBAG:

LICENSEE:

SAN BERNARDINO ASSOCIATED
GOVERNMENTS

VERIZON COMMUNICATIONS, INC.

By: _____
Janice Rutherford
President, Board of Directors

By: _____
Name: Lex Treepaisan
Title: Project Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Contracts Administrator

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Exhibits:

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- "B" Insurance Requirements
- "C" Permitted Hazardous Materials
- "D" Additional Provisions

PART II - GENERAL LICENSE PROVISIONS

1. GRANT OF LICENSE/TERM

1.1 **Grant of License.** SANBAG hereby grants a non-exclusive license to Licensee in, on, over, under, across and along the real property of SANBAG in the location shown in the diagram attached hereto as **Exhibit A** and described in Item 1 of the Basic License Provisions (the "**License Property**"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Facility described in Item 9 of the Basic License Provisions, and any usual, necessary and related appurtenances thereto (the "**Facility**"), for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Facility. In connection with this grant of license, Licensee, its employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "**Licensee's Parties**") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SANBAG if necessary for the use of the Facility or the License Property, with the time and manner of such entry and access to be subject to SANBAG's prior written approval. The License Property, adjoining real property of SANBAG and personal property of SANBAG located thereon shall hereinafter collectively be referred to as "**SANBAG Property**".

1.2 **Term of Agreement.** The term of this Agreement shall commence on the "**Commencement Date**" specified in Item 3 of the Basic License Provisions. Unless a specific term of this Agreement is filled in at Item 4.B of the Basic License Provisions, or if Item 4.A is circled, this Agreement shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic License Provisions until terminated by either party on thirty (30) days' prior written notice. If Item 4.B of the Basic License Provisions is filled in, then this Agreement shall be a license for the term specified in said Item 4.B; provided, however, that SANBAG shall have the right to terminate this Agreement prior to the date specified in Item 4.B by delivering thirty (30) days' prior written notice to Licensee, provided that SANBAG, in its sole, reasonable judgment, determines that it then may require possession of the License Property for its primary, transportation-related purposes. The term of this Agreement as provided above is referred to as the "**Term**".

1.3 **Condition of License Property.** Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this Agreement is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in good and satisfactory condition as of the Commencement Date.

2. PAYMENTS

2.1 **License Fee.** As consideration for the rights herein granted, Licensee agrees to pay to SANBAG the amount per month specified in Item 5 of the Basic License Provisions, as such amount may be adjusted as set forth in Section 2.2. If Item 5.B.a of the Basic License Provisions is circled, the one time fee noted therein shall be due and payable upon execution of this Agreement. If Item 5.B.b of the Basic License Provisions is circled, the fee noted therein shall be due and payable as indicated in that item. If Item 5.A.a of the Basic License Provisions is circled, an amount equal to twelve (12) times the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, annually in advance for the convenience of both parties, without affecting the Term of this Agreement as specified in Section 1.2. If Item 5.A.b of the Basic License Provisions is circled, the first month's Base License Fee noted therein shall be due and payable upon execution of this Agreement. Thereafter, the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term, except that the Base License Fee for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis.

2.2 License Fee Adjustment.

2.2.1 **Annual CPI Adjustment.** If Item 5.C.a of the Basic License Provisions is circled, then the Base License Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date occurs unless another date(s) is provided in Item 5 of the Basic License Provisions (the "**Adjustment Date**"). The adjusted Base License Fee as of each Adjustment Date shall be the greater of the Base License Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the CPI figure for the third month preceding the month during which the particular Adjustment Date occurs and the denominator of which is the CPI figure for the month that is three (3) months prior to the month

containing the prior Adjustment Date or, if none, the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Riverside/Orange County, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SANBAG.

2.2.2 Fair Market Adjustment. If Item 5.C.b of the Basic License Provisions is circled, then, at intervals of not less than three (3) years, the Base License Fee (as such fee may be adjusted by Section 2.2.1, above) payable under this Section 2 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the License Property as determined by SANBAG in good faith. Such increases shall be effective on an anniversary date of the Commencement Date. SANBAG shall give Licensee written notice of the date and amount of any such adjustment not less than thirty (30) days prior to the applicable anniversary date. If no adjustment is made on the third anniversary of the Commencement Date, an adjustment may nevertheless be made on a subsequent date and thereafter at intervals of not less than three (3) years apart.

2.3 Late Charge. Licensee acknowledges that late payment by Licensee of any payment owed to SANBAG under this Agreement will cause SANBAG to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any payment due from Licensee is not received by SANBAG within five (5) days of when due, Licensee shall pay to SANBAG an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of \$500 for each late payment. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that SANBAG will incur by reason of a late payment by Licensee. Acceptance of any late payment charge shall not constitute a waiver of Licensee's default with respect to the overdue payment, nor prevent SANBAG from exercising any of the other rights and remedies available to SANBAG under this Agreement, at law or in equity, including, but not limited to, the interest charge imposed pursuant to Section 24.5.

3. TAXES

Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Facility, the License Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Facility's operations.

4. CONSTRUCTION

Any work performed or caused to be performed by Licensee on the Facility or the License Property shall be performed (a) at Licensee's sole cost and expense; (b) in accordance with any and all applicable laws, rules and regulations (including the SANBAG's rules and regulations), and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SANBAG. Prior to commencement of any construction, reconstruction, installation, restoration, alteration, repair, replacement or removal (other than normal maintenance) (hereinafter, "Work") on the License Property, Licensee shall submit work plans to SANBAG for review and approval. Any such Work must be carried out pursuant to work plans approved in writing by SANBAG. In addition, Licensee shall provide SANBAG with at least 10 calendar days' written notice prior to commencement of any Work on the License Property or the Facility, except in cases of emergency, in which event Licensee shall notify SANBAG's representative personally or by phone prior to commencing any Work. Unless otherwise requested by SANBAG, upon completion of any Work, Licensee shall restore the SANBAG Property to its condition immediately preceding the commencement of such Work.

5. CONTRACTORS; APPROVAL AND INSURANCE

Any contractors of Licensee performing Work on the Facility or the License Property shall first be approved in writing by SANBAG. With respect to such Work, Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by SANBAG, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". Additionally, Licensee shall cause any and all of its contractors and subcontractors which may (i) be involved with such Work, or (ii)

may, for any reason, need to enter onto the License Property to obtain and maintain in full force and effect during the Term of this Agreement, or throughout the term of such Work (as applicable), insurance, as required by SANBAG, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property.

6. REIMBURSEMENT

Licensee agrees to reimburse SANBAG for all reasonable costs and expenses incurred by SANBAG in connection with Work on or maintenance of the License Property or the Facility, including, but not limited to, costs incurred by SANBAG in furnishing any materials or performing any labor, reviewing Licensee's Work plans and/or inspecting any Work, installing or removing protection beneath or along SANBAG's tracks, furnishing of watchmen, flagmen and inspectors as SANBAG deems necessary and such other items or acts as SANBAG in its sole discretion deems necessary to monitor or aid in compliance with this Agreement.

7. LIENS

Licensee will fully and promptly pay for all materials joined or affixed to the Facility or SANBAG Property, and fully and promptly pay all persons who perform labor upon said Facility or SANBAG Property. Licensee shall not suffer or permit to be filed or enforced against the SANBAG Property or the Facility, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or Work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SANBAG with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SANBAG from all obligations and claims made against SANBAG for the above described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of SANBAG. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SANBAG in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, SANBAG shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse SANBAG for the cost of such discharge within ten (10) business days after billing. SANBAG reserves the right at any time to post and maintain on the SANBAG Property such notices as may be necessary to protect SANBAG against liability for all such liens and claims. The provisions of this section shall survive the termination of this Agreement.

8. MAINTENANCE AND REPAIR

Licensee, at Licensee's sole expense, shall maintain the License Property and the Facility in a first-class condition during the Term of this Agreement and shall perform all maintenance and clean-up of the License Property and the Facility as necessary to keep the License Property and the Facility in good order and condition, to SANBAG's satisfaction. If any portion of the SANBAG Property, including improvements or fixtures, suffers damage by reason of the access to or use of the License Property, by Licensee, Licensee's Parties or by Licensee's partners, officers or directors, including but not limited to damage arising from any tests or investigations conducted upon the License Property, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the SANBAG Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's Parties.

9. LANDSCAPING

If required by SANBAG, then Licensee, at its sole cost and expense, shall install barrier landscaping to shield the Facility from public view. SANBAG shall have the right to review and approve landscaping plans prior to installation. All landscaping work shall be done in accordance with the provisions of Section 4 above.

10. USE

The License Property and the Facility shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be

made by Licensee in the use of the License Property, the Facility or the commodity or product being conveyed through the Facility (if any) without SANBAG's prior written approval.

11. ABANDONMENT

Should Licensee at anytime abandon the use of the Facility or the License Property, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this Agreement shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SANBAG shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement.

12. BREACH

Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SANBAG at its option may:

(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to SANBAG upon demand, or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee and any other person occupying the License Property by lawful means, and again repossess and enjoy the License Property and the Facility, without prejudice to any of the remedies that SANBAG may have under this Agreement, at law or equity by reason of Licensee's default or of such termination.

13. SURRENDER

Upon termination of this Agreement, unless otherwise requested in writing by SANBAG prior to the date of termination, Licensee, at its own cost and expense, shall immediately remove the Facility and restore the SANBAG Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Facility. Should Licensee fail to comply with the requirements of the preceding sentence, SANBAG may at its option (i) perform the same at Licensee's expense, which costs Licensee agrees to pay to SANBAG on demand, or (ii) assume title and ownership of said Facility. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Facility is removed and the SANBAG Property is restored.

14. INDEMNIFICATION

Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SANBAG), and hold harmless SANBAG and its subsidiaries, officers, directors, employees, agents, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Licensee, or its officers, directors, affiliates, Licensee's Parties or anyone directly or indirectly employed by or for whose acts Licensee is liable (collectively, "Personnel") or invitees of Licensee in connection with the SANBAG Property or arising from the presence upon or performance of activities by Licensee or its Personnel with respect to the SANBAG Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this Agreement, in each case whether occurring during the Term of this Agreement or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement. Upon request of SANBAG,

Licensee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a Licensee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

15. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Facility, the SANBAG Property and any other property of, or under the control or custody of, Licensee, which is on or near the License Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the SANBAG Property, accident or fire or other casualty on the SANBAG Property, or electrical discharge, noise or vibration resulting from SANBAG's transit operations on or near the SANBAG Property. The term "SANBAG" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SANBAG's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SANBAG. Licensee, on behalf of itself and its Personnel (as defined in Section 14) as a material part of the consideration for this Agreement, hereby waives all claims and demands against SANBAG for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives the benefit of California Civil Code Section 1542, which provides as follows:

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

The provisions of this section shall survive the termination of this Agreement.

16. INSURANCE

Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this Agreement insurance as required by SANBAG in the amounts and coverages specified and issued by insurance companies as described on Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property. Prior to (i) entering the License Property or (ii) performing any Work or maintenance on the License Property, Licensee shall furnish SANBAG with insurance endorsements or certificates evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. In most instances, SANBAG does not allow self-insurance, however, if Licensee can demonstrate assets and retention funds meeting SANBAG's self-insurance requirements, SANBAG may permit Licensee to self-insure, provided, however that the right to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by SANBAG at its sole and absolute discretion. SANBAG shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

17. TESTS AND INSPECTIONS

SANBAG shall have the right at anytime to inspect the License Property and the Facility so as to monitor compliance with this Agreement. If, in SANBAG's sole judgment, any installation on, or use or condition of the License Property may have an adverse effect on the SANBAG Property, adjacent property (whether or not owned by SANBAG) or SANBAG operations, SANBAG shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary or useful to evaluate the condition of the License Property. Licensee shall cooperate with SANBAG in any tests or inspections deemed necessary by SANBAG. Licensee shall pay or reimburse SANBAG, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter.

18. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY

Licensee shall operate and maintain the License Property in compliance with all, and shall not cause or permit the License Property to be in violation of any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Except for Hazardous Materials expressly approved by SANBAG in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the SANBAG Property. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

Licensee shall indemnify, defend (by counsel acceptable to SANBAG) and hold harmless the Indemnitees (as defined in Section 14) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Facility or the License Property or contamination of the SANBAG Property or adjacent property (i) which occurs due to the use and occupancy of the Facility or the SANBAG Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

In addition, in the event of any release on or contamination of the License Property, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SANBAG Property and all affected adjacent property -- whether or not owned by SANBAG) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover.

19. UNDERGROUND STORAGE TANKS

NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SANBAG, WHICH APPROVAL MAY BE WITHHELD IN SANBAG'S SOLE DISCRETION.

At SANBAG's option, upon the termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Materials in, on, under and about the SANBAG Property, in accordance with the requirements of all Environmental Laws and to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover, and deliver to SANBAG a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

20. SUBORDINATE RIGHTS

This Agreement is subject and subordinate to the prior and continuing right and obligation of SANBAG, its successors and assigns, to use the SANBAG Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto SANBAG, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SANBAG Property, and in connection therewith the right to grant and convey to others, rights and interests to the SANBAG Property on the License Property and in the vicinity of Facility. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SANBAG Property now or hereafter, and

the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such title exceptions.

21. COMPLIANCE WITH LAWS

Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Facility and the SANBAG Property and shall furnish satisfactory evidence of such compliance promptly upon request of SANBAG. SANBAG may enter the License Property to inspect the Facility at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Facility, at its sole cost and expense.

22. CONDEMNATION

In the event all or any portion of the License Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the Facility. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to SANBAG.

23. MARKERS

Project markers in form and size satisfactory to SANBAG, identifying the Facility and its owners, will be installed and constantly maintained by and at the expense of Licensee at such locations as SANBAG shall designate. Such markers shall be relocated or removed upon request of SANBAG without expense to SANBAG. Absence of markers in or about SANBAG Property does not constitute a warranty by SANBAG of the absence of subsurface installations.

24. GENERAL PROVISIONS

24.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

24.2 Non-Exclusive License. The license granted herein is not exclusive and SANBAG specifically reserves the right to grant other licenses within the License Property.

24.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

24.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24.5 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SANBAG that is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due SANBAG as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

24.6 Captions. The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

24.7 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination

of this Agreement, including without limitation, all payment obligations with respect to License Fees and all obligations concerning the condition of the SANBAG Property and the Facility.

24.8 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

24.9 Effective Date/Nonbinding Offer. Submission of this License for examination or signature by Licensee does not constitute an offer or option for license, and it is not effective as a license or otherwise until executed and delivered by both SANBAG and Licensee. Each individual executing this License on behalf of SANBAG or Licensee represents and warrants to the other party that he or she is authorized to do so.

24.10 Amendment. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

24.11 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SANBAG, which may be withheld in SANBAG's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and give SANBAG the right to immediately terminate this Agreement.

24.12 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

24.13 Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the License Property are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

24.14 Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at SANBAG's sole discretion, the relocation of the Facility and the license granted hereby.

24.15 Termination for Public Project. Licensee hereby expressly recognizes and agrees that the License Property is located on SANBAG property that may be developed for public projects and programs which may be implemented by SANBAG or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects and other public uses (collectively "Project"), and that Licensee's use of the License Property under this License is an interim use. Accordingly, as a condition to entering into this License, SANBAG expressly reserves the right to terminate the License for any of such public Project. Licensee expressly acknowledges and agrees that: (1) SANBAG may terminate this license for any public project; (2) Licensee will **NOT** oppose any public Project when planned or implemented on or adjacent to the License Property; and (3) in the event SANBAG terminates this License and requires Licensee to vacate the License Property for any -public Project, Licensee (a) shall not be entitled to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and (b) shall not be entitled to any compensation under the eminent domain law, as a result of such termination and vacation of the License Property.

Licensee
SANBAG

24.16 Future Need of License Property. If SANBAG shall at any time, or from time to time, so require by written notice thereof to Licensee based on the need of SANBAG, in its sole discretion, for the License Property for its public purposes Licensee shall reconstruct, alter, make changes as required by SANBAG, relocate or remove its Facility at Licensee's sole cost and expense.

24.17 Time of Essence. Time is of the essence.

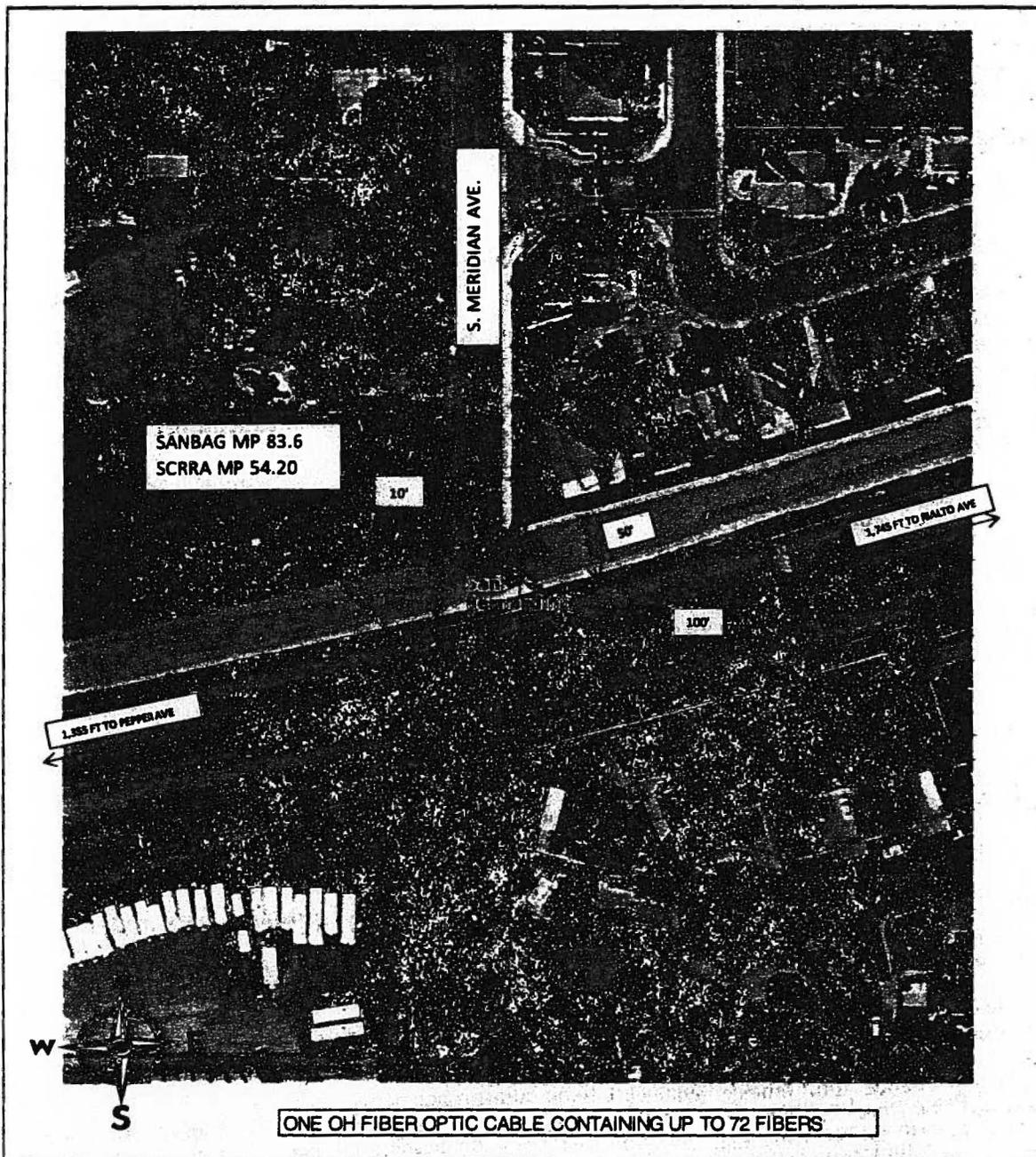
24.18 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located, this Agreement, any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

24.19 Revocable License. Licensee agrees that notwithstanding the improvements made by Licensee to the License Property or other sums expended by Licensee in furtherance of this Agreement, the license granted herein is revocable by SANBAG in accordance with the terms of this Agreement.

24.20 Entire Agreement; Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

24.21 Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein.

Exhibit "A"
License Property
EXHIBIT "A"



APN: 0142-132-03

Date 10/25/2012		Contract Number RSSB003754
Branch/Line San Gabriel Sub S.B.	Mile Post SANBAG 83.6, SCRRA 54.20	Lessee/Licensee Verizon Communications, Inc.
County San Bernardino	Thomas Guide Grid 606A2	SANBAG File Number
Area 1,000 Sq. Ft.	City San Bernardino	Use OH Fiber Optic Crossing
Map Reference SSB 1	Scale 1"=100'	Cross Streets Meridian Ave. & Rialto Ave.



**SAN BERNARDINO
ASSOCIATED GOVERNMENTS**
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Exhibit "B"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

Lessee, Licensee, or Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of SANBAG property hereunder by the Lessee, Licensee, or Permittee, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- Insurance Services Office Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Course of Construction insurance form providing coverage for "all risks" of loss.
- Property insurance against all risks of loss to any tenant improvements or betterments.
- Insurance Services Office Railroad Protective Liability
- Contractor's Pollution Liability with coverage for:
 - a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
 - b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and
 - d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

Lessee, Licensee, or Permittee shall maintain limits no less than:

- General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage.
- If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- Course of Construction: Completed value of the project.
- Property Insurance: Full replacement cost with no coinsurance penalty provision.
- Railroad Protective Liability: \$2,000,000 per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- Contractors Pollution Liability: \$1,000,000 per occurrence \$2,000,000 annual aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by SANBAG. At the option of SANBAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SANBAG, its officials and employees; or the Lessee, Licensee, or Permittee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

Exhibit "B"

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. SANBAG, its subsidiaries, officials and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Lessee, Licensee, or Permittee; products and completed operations of the Lessee, Licensee, or Permittee; premises owned, occupied or used by the Lessee, Licensee, or Permittee; and automobiles owned, leased, hired or borrowed by the Lessee, Licensee, or Permittee. The coverage shall contain no special limitations on the scope of protection afforded to SANBAG, its subsidiaries, officials and employees.
2. For any claims related to this project, the Lessee, Licensee, or Permittee's insurance coverage shall be primary insurance as respects SANBAG, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SANBAG, its subsidiaries, officials and employees shall be excess of the contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SANBAG, its subsidiaries, officials and employees.
4. The Lessee, Licensee, or Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SANBAG.
6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the SANBAG, its Subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

Course of construction policies shall contain the following provisions:

1. SANBAG shall be named as loss payee.
2. The insurer shall waive all rights subrogation against SANBAG.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SANBAG.

Verification of Coverage

Lessee, Licensee, or Permittee shall furnish SANBAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the SANBAG before work commences. As an alternative, the Lessee, Licensee, or Permittee may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Contractors and Subcontractors

Lessee, Licensee, or Permittee shall include all contractors and subcontractors as insureds under its policies or require certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by SANBAG.

Exhibit "C"

Permitted Hazardous Materials

No hazardous materials are permitted to be used or stored on License Property.

Exhibit "D-1"

ADDITIONAL REQUIREMENTS SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA)

1. Licensee agrees to execute and deliver to SCRRA, prior to commencing any work within the rail right-of-way, SCRRA Right of Entry Agreement (Form Number 6) and deliver and secure approval of the insurance required by the two exhibits attached to Form Number 6. If the Licensee retains a contractor to perform any work within the rail right-of-way, the Licensee shall incorporate in its contract documents SCRRA Form Number 6 and SCRRA Rules and Requirements for Construction on Railway Property (Form Number 37). SCRRA's Right of Way Engineers Office can be reached at 1-213-452-0353.
2. Licensee's contractor, at its sole cost and expense, shall obtain and maintain, in full force and effect, insurance as required by SCRRA during the entire construction period. The Contractor shall furnish copies of the insurance certificates to all affected operating railroads.
3. Licensee's contractor shall contact SCRRA's consultant/contractor at 1-877-452-0205 to schedule safety training. The contractor will need a valid SCRRA project number, located in the upper right hand corner of the Right-of-Entry. No work may commence on the railroad right of way until this training has been completed.
4. The Licensee agrees to comply and to ensure that its contractor complies with the instructions of SCRRA's Employee-In-Charge (EIC) and representatives, in relation to the proper manner of protection of the tracks and the traffic moving thereon, pole lines, signals and other property of SCRRA or its member agency tenants or licensees at or in the vicinity of the work, and shall perform the work at such times as not to endanger or interfere with safe and timely operation of SCRRA's track and other facilities.
5. Licensee's contractor will call 1-213-305-8424 to arrange for flagging services a minimum of five (5) working days prior to beginning work. Although every effort is made to accommodate your schedule, prior notification does not guarantee the availability of protective services for the proposed date of work.
6. Licensee shall be responsible for the location, and protection of any and all public or private surface, sub-surface, and overhead lines and structures. Licensee shall not damage, destroy or interfere with any existing encumbrances, licenses and rights (whether public or private), granted upon or relating to the railroad right-of-way.
7. The contractor shall call SCRRA's signal department at 1-909-859-4100 to mark signal and communication cables and conduits. In case of signal emergencies or grade crossing problems, the contractor shall call SCRRA's 24-hour signal emergency number 1-888-446-9721.
8. The Licensee shall obtain permission from the owners of any fiber optic, gas, or oil lines that may be located along or across the right-of-way.
9. Licensee shall prepare and submit traffic control plan for SCRRA approval for projects that will affect vehicular traffic at an existing highway-rail grade crossing.

10. If SCRRRA shall deem it necessary in the future, to build additional track, tracks or other facilities in connection with the operation of its railroad, at the request of SCRRRA, the Licensee shall modify, at its own expense, the proposed utility and/or roadway to conform to the rail line.

Licensee	SANBAG

Initials

EXHIBIT "D-2"

SANBAG General Notes

1. All personnel entering the railroad right-of-way shall comply with SANBAG and BNSF/SCRRRA requirements. Failure to comply will be grounds for termination of work and revocation of the Right-of-Entry (ROE) permit.
2. Prior to the start of construction and at the contractor's expense, all personnel including subcontractors and third parties shall complete BNSF's/SCRRRA's Contractor Safety Training course.
3. The ROE permittee shall pay for all flagging, inspections, and review costs as required in the ROE permit. Work beyond the hours of 7 am to 5 pm, Monday through Friday, will be charged at 1.5 times the standard hourly rate.
4. The contractor shall adhere to all requirements set forth by SANBAG, BNSF, the ROE permit, project plans and specifications, and the job site BNSF/SCRRRA flagman/Employee-in-Charge (EIC). The BNSF/SCRRRA flagman/EIC has sole responsibility to protect the railroad infrastructure and operations. At all times, the Contractor shall follow the flagman/EIC's direction.
5. All persons entering the railroad right-of-way shall have taken the BNSF/SCRRRA safety training course.
6. No work shall be performed within the railroad right-of-way without a Right-of-Entry permit, flag requests submitted to BNSF/SCRRRA, and a BNSF/SCRRRA flagman/EIC present during all construction and related activities.
7. The contractor shall comply with all environmental and third party permits as required by the work.
8. The contractor shall make the necessary arrangements for each equipment operator to have constant and direct radio contact with their foreman. The foreman will in turn have constant and direct contact with the BNSF/SCRRRA flagman/EIC.
9. The contractor shall have the permitted stamped set of plans on-site. Work will be terminated by SANBAG should no stamped plans be on-site.
10. The contractor shall contact Maureen Lucey-Smith at Epic Land Solutions, SANBAG's property administrator, (951) 321-4744, 48-hours in advance for any inspections required in the ROE permit.
11. The movement of trains is unpredictable. Trains may approach the job site in any direction, at any speed, at any time, and may stop and occupy the track within the contractor's work zone for an undetermined period of time.
12. No personnel shall cross any track without the approval from the BNSF/SCRRRA flagman/EIC.
13. Only the BNSF/SANBAG flagman/EIC is permitted to perform flagging operations within the railroad right-of-way.

Licensee	SANBAG



CONTRACT SUMMARY SHEET

Contract No. R 13073 Amendment No. _____

By and Between

San Bernardino Associated Governments and William J. Patterson

Contract Description License Agreement to cross SANBAG railroad right-of-way

Board of Director's Meeting Date: December 6, 2012
Overview of BOD Action: Approve License Agreement R13073 with William J. Patterson for an interim use of SANBAG ROW for for parking of vehicles for employees of adjacent business and their invitees, private road crossing, business sign and a fire water pipeline only
Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$	550.00	Original Contingency Amount
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>
Current Amendment Amount	\$		Contingency Amendment
TOTAL CONTRACT VALUE	\$	550.00	TOTAL CONTINGENCY VALUE
TOTAL BUDGET AUTHORITY <i>(contract value + contingency)</i>			\$ 550.00

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

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0377.
 A Budget Amendment is required.
 How are we funding current FY? Rail Assets

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

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

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

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

Task Manager (Print Name) <u>Casey Dailey</u>	Signature <u>Mitch Alderman</u>	Date <u>11/7/12</u>
Project Manager (Print Name) <u>Jeffery Hill</u>	Signature <u>Casey Dailey</u>	Date <u>11.7.12</u>
Contracts Administrator (Print Name) <u>W. S. WARSWE</u>	Signature <u>Jeffery Hill</u>	Date <u>11/8/12</u>
Chief Financial Officer (Print Name) <u>AZ</u>	Signature <u>N/A</u>	Date <u>11/5/12</u>
Director of Fund Administration & Programming	Signature	Date

CONTRACT NO: R13073

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

WILLIAM J. PATTERSON

For

**License Agreement on the Redlands Subdivision
Mile Post 7.97**

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into as of December 5, 2012 by and between the **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, a county transportation commission and local transportation authority and existing under the authority of Sections 13050 et seq and 18050 of the California Public Utilities Code ("SANBAG"), and **WILLIAM J. PATTERSON** an Individual, ("LICENSEE"), upon and in consideration of the agreements, covenants, terms and conditions below:

PART I

BASIC LICENSE PROVISIONS

1. Description of License Property:

An at grade parcel of land on the northerly portion of the SANBAG Right-of-Way commonly known as the Redlands Subdivision northerly of W. Redlands Boulevard and adjacent to Tennessee Street in the City of Redlands at SANBAG Mile Post 7.97

Approximate area:

Eighteen Thousand Five Hundred and Five Square Feet (18,505 Sq. Ft.) (§1.1)

2. Use of License Property:

A revocable use of a portion of the Right of Way to be used for parking of vehicles for employees of adjacent business and their invitees, private road crossing, business sign and a fire water pipeline only, and no other uses (§1.1, §10)

3. Commencement Date:

January 1, 2013, or upon final execution of agreement (§1.2)

4. Term (circle one):

- A. Month-to-month
- B. N/A months, ending N/A 20 N/A, unless canceled by SANBAG as provided in Section 1.2 on 30 days' notice (§1.2)

5. License Fees:

- A. Base License Fee:
\$550.00 per month commencing upon the earlier to occur of:
 - a. Ninety (90) days after the Commencement Date of this agreement
 - OR
 - b. Execution by Licensee of a lease or license of its adjacent property at 1120 West Redlands Boulevard, Redlands, CA (§2.1)

- B.** Additional License Fee:
 - a. One time refundable deposit: \$550.00
 - b. ~~Other fees:~~ \$N/A (\$2.1)

- C. Base License Fee Adjustment Dates (Not applicable)
 - a. ~~Annually based on CPI~~
 - b. ~~At intervals of not less than three (3) years based on current fair market rent~~ (\$2.2)

- 6. Insurance Amount (See Exhibit "B") (\$16)

- 7. SANBAG's Address:

SAN BERNARDINO ASSOCIATED GOVERNMENTS
 1170 W. 3rd Street, 2nd Floor
 San Bernardino, California 92410-1715 (\$24.1)

- 8. Licensee's Address:

WILLIAM J. PATTERSON
 30450 E. Sunset Drive So.
 Redlands, California 92373-7364 (\$24.1)
 Attn: William J. Patterson

- 9. Facility:

Parking of vehicles for employees of adjacent business and their invitees, private road crossing, business sign and a fire water pipeline only as shown on Exhibit A attached hereto (\$1.1)

The foregoing Basic License Provisions and the General License Provisions set forth in attached Part II are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

SANBAG:

LICENSEE:

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

WILLIAM J. PATTERSON

By: _____
Janice Rutherford
President, Board of Directors

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Contracts Administrator

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PART II - GENERAL LICENSE PROVISIONS

1. GRANT OF LICENSE/TERM

1.1 **Grant of License.** SANBAG hereby grants a non-exclusive license to Licensee in, on, over, under, across and along the real property of SANBAG in the location shown in the diagram attached hereto as Exhibit A and described in Item 1 of the Basic License Provisions (the "License Property"), for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Facility described in Item 9 of the Basic License Provisions, and any usual, necessary and related appurtenances thereto (the "Facility"). for the purposes described in Item 2 of the Basic License Provisions, together with rights for access and entry onto the License Property as necessary or convenient for the use of the Facility. In connection with this grant of license, Licensee, its employees, agents, customers, visitors, invitees, licensees and contractors (collectively, "Licensee's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SANBAG if necessary for the use of the Facility or the License Property, with the time and manner of such entry and access to be subject to SANBAG's prior written approval. The License Property, adjoining real property of SANBAG and personal property of SANBAG located thereon shall hereinafter collectively be referred to as "SANBAG Property".

1.2 **Term of Agreement.** The term of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. Unless a specific term of this Agreement is filled in at Item 4.B of the Basic License Provisions, or if Item 4.A is circled, this Agreement shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic License Provisions until terminated by either party on thirty (30) days' prior written notice. If Item 4.B of the Basic License Provisions is filled in, then this Agreement shall be a license for the term specified in said Item 4.B; provided, however, that SANBAG shall have the right to terminate this Agreement prior to the date specified in Item 4.B by delivering thirty (30) days' prior written notice to Licensee, provided that SANBAG, in its sole, reasonable judgment, determines that it then may require possession of the License Property for its primary, transportation-related purposes. The term of this Agreement as provided above is referred to as the "Term".

1.3 **Condition of License Property.** Licensee acknowledges that it has inspected and accepts the License Property in its present condition as suitable for the use for which this Agreement is granted. Execution of this Agreement by Licensee shall be conclusive to establish that the License Property is in good and satisfactory condition as of the Commencement Date.

2. PAYMENTS

2.1 **License Fee.** As consideration for the rights herein granted, Licensee agrees to pay to SANBAG the amount per month specified in Item 5 of the Basic License Provisions, as such amount may be adjusted as set forth in Section 2.2. If Item 5.B.a of the Basic License Provisions is circled, the one time fee noted therein shall be due and payable upon execution of this Agreement. If Item 5.B.b of the Basic License Provisions is circled, the fee noted therein shall be due and payable as indicated in that item. If Item 5.A.a of the Basic License Provisions is circled, an amount equal to twelve (12) times the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, annually in advance for the convenience of both parties, without affecting the Term of this Agreement as specified in Section 1.2. If Item 5.A.b of the Basic License Provisions is circled, the first month's Base License Fee noted therein shall be due and payable upon execution of this Agreement. Thereafter, the Base License Fee, as such fee may be adjusted pursuant to the provisions of Section 2.2, shall be due and payable, without demand, on or before the first day of each calendar month succeeding the Commencement Date during the Term, except that the Base License Fee for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis.

2.2 License Fee Adjustment.

2.2.1 **Annual CPI Adjustment.** If Item 5.C.a of the Basic License Provisions is circled, then the Base License Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date occurs unless another date(s) is provided in Item 5 of the Basic License Provisions (the "Adjustment Date"). The adjusted Base License Fee as of each Adjustment Date shall be the greater of the Base License Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the CPI figure for the third month preceding the month during which the particular Adjustment

Date occurs and the denominator of which is the CPI figure for the month that is three (3) months prior to the month containing the prior Adjustment Date or, if none, the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Riverside/Orange County, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SANBAG.

2.2.2 Fair Market Adjustment. If Item 5.C.b of the Basic License Provisions is circled, then, at intervals of not less than three (3) years, the Base License Fee (as such fee may be adjusted by Section 2.2.1. above) payable under this Section 2 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the License Property as determined by SANBAG in good faith. Such increases shall be effective on an anniversary date of the Commencement Date. SANBAG shall give Licensee written notice of the date and amount of any such adjustment not less than thirty (30) days prior to the applicable anniversary date. If no adjustment is made on the third anniversary of the Commencement Date, an adjustment may nevertheless be made on a subsequent date and thereafter at intervals of not less than three (3) years apart.

2.3 Late Charge. Licensee acknowledges that late payment by Licensee of any payment owed to SANBAG under this Agreement will cause SANBAG to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, if any payment due from Licensee is not received by SANBAG within five (5) days of when due, Licensee shall pay to SANBAG an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of \$500 for each late payment. The parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that SANBAG will incur by reason of a late payment by Licensee. Acceptance of any late payment charge shall not constitute a waiver of Licensee's default with respect to the overdue payment, nor prevent SANBAG from exercising any of the other rights and remedies available to SANBAG under this Agreement, at law or in equity, including, but not limited to, the interest charge imposed pursuant to Section 24.5.

3. TAXES

Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Facility, the License Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Facility's operations.

4. CONSTRUCTION

Any work performed or caused to be performed by Licensee on the Facility or the License Property shall be performed (a) at Licensee's sole cost and expense; (b) in accordance with any and all applicable laws, rules and regulations (including the SANBAG's rules and regulations), and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SANBAG. Prior to commencement of any construction, reconstruction, installation, restoration, alteration, repair, replacement or removal (other than normal maintenance) (hereinafter, "Work") on the License Property, Licensee shall submit work plans to SANBAG for review and approval. Any such Work must be carried out pursuant to work plans approved in writing by SANBAG. In addition, Licensee shall provide SANBAG with at least 10 calendar days' written notice prior to commencement of any Work on the License Property or the Facility, except in cases of emergency, in which event Licensee shall notify SANBAG's representative personally or by phone prior to commencing any Work. Unless otherwise requested by SANBAG, upon completion of any Work, Licensee shall restore the SANBAG Property to its condition immediately preceding the commencement of such Work.

5. CONTRACTORS; APPROVAL AND INSURANCE

Any contractors of Licensee performing Work on the Facility or the License Property shall first be approved in writing by SANBAG. With respect to such Work, Licensee shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by SANBAG, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". Additionally,

Licensee shall cause any and all of its contractors and subcontractors which may (i) be involved with such Work, or (ii) may, for any reason, need to enter onto the License Property to obtain and maintain in full force and effect during the Term of this Agreement, or throughout the term of such Work (as applicable), insurance, as required by SANBAG, in the amounts and coverages specified on, and issued by insurance companies as described on, Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property.

6. REIMBURSEMENT

Licensee agrees to reimburse SANBAG for all reasonable costs and expenses incurred by SANBAG in connection with Work on or maintenance of the License Property or the Facility, including, but not limited to, costs incurred by SANBAG in furnishing any materials or performing any labor, reviewing Licensee's Work plans and/or inspecting any Work, installing or removing protection beneath or along SANBAG's tracks, furnishing of watchmen, flagmen and inspectors as SANBAG deems necessary and such other items or acts as SANBAG in its sole discretion deems necessary to monitor or aid in compliance with this Agreement.

7. LIENS

Licensee will fully and promptly pay for all materials joined or affixed to the Facility or SANBAG Property, and fully and promptly pay all persons who perform labor upon said Facility or SANBAG Property. Licensee shall not suffer or permit to be filed or enforced against the SANBAG Property or the Facility, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or Work, or out of any other claim or demand of any kind. Licensee shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SANBAG with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SANBAG from all obligations and claims made against SANBAG for the above described work, including attorney's fees. Licensee shall furnish evidence of payment upon request of SANBAG. Licensee may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SANBAG in compliance with applicable California law. If Licensee does not discharge any mechanic's lien or stop notice for works performed for Licensee, SANBAG shall have the right to discharge same (including by paying the claimant) and Licensee shall reimburse SANBAG for the cost of such discharge within ten (10) business days after billing. SANBAG reserves the right at any time to post and maintain on the SANBAG Property such notices as may be necessary to protect SANBAG against liability for all such liens and claims. The provisions of this section shall survive the termination of this Agreement.

8. MAINTENANCE AND REPAIR

Licensee, at Licensee's sole expense, shall maintain the License Property and the Facility in a first-class condition during the Term of this Agreement and shall perform all maintenance and clean-up of the License Property and the Facility as necessary to keep the License Property and the Facility in good order and condition, to SANBAG's satisfaction. If any portion of the SANBAG Property, including improvements or fixtures, suffers damage by reason of the access to or use of the License Property, by Licensee, Licensee's Parties or by Licensee's partners, officers or directors, including but not limited to damage arising from any tests or investigations conducted upon the License Property, Licensee shall, at its own cost and expense, immediately repair all such damage and restore the SANBAG Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, regrading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by Licensee or Licensee's Parties.

9. LANDSCAPING

If required by SANBAG, then Licensee, at its sole cost and expense, shall install barrier landscaping to shield the Facility from public view. SANBAG shall have the right to review and approve landscaping plans prior to installation. All landscaping work shall be done in accordance with the provisions of Section 4 above.

10. USE

The License Property and the Facility shall be used only for the purposes specified in Item 2 of the Basic License Provisions and for such lawful purposes as may be directly incidental thereto. No change shall be

made by Licensee in the use of the License Property, the Facility or the commodity or product being conveyed through the Facility (if any) without SANBAG's prior written approval.

11. ABANDONMENT

Should Licensee at anytime abandon the use of the Facility or the License Property, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this Agreement shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SANBAG shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this Agreement.

12. BREACH

Should Licensee breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SANBAG at its option may:

(a) perform any necessary or appropriate corrective work at Licensee's expense, which Licensee agrees to pay to SANBAG upon demand, or

(b) with or without written notice or demand, immediately terminate this Agreement and at any time thereafter, recover possession of the License Property or any part thereof, and expel and remove therefrom Licensee and any other person occupying the License Property by lawful means, and again repossess and enjoy the License Property and the Facility, without prejudice to any of the remedies that SANBAG may have under this Agreement, at law or equity by reason of Licensee's default or of such termination.

13. SURRENDER

Upon termination of this Agreement, unless otherwise requested in writing by SANBAG prior to the date of termination, Licensee, at its own cost and expense, shall immediately remove the Facility and restore the SANBAG Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Facility. Should Licensee fail to comply with the requirements of the preceding sentence, SANBAG may at its option (i) perform the same at Licensee's expense, which costs Licensee agrees to pay to SANBAG on demand, or (ii) assume title and ownership of said Facility. No termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Facility is removed and the SANBAG Property is restored.

14. INDEMNIFICATION

Licensee, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SANBAG), and hold harmless SANBAG and its subsidiaries, officers, directors, employees, agents, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the Licensee, or its officers, directors, affiliates, Licensee's Parties or anyone directly or indirectly employed by or for whose acts Licensee is liable (collectively, "Personnel") or invitees of Licensee in connection with the SANBAG Property or arising from the presence upon or performance of activities by Licensee or its Personnel with respect to the SANBAG Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of Licensee or its Personnel, or (iii) non-performance or breach by Licensee or its Personnel of any term or condition of this Agreement, in each case whether occurring during the Term of this Agreement or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement. Upon request of SANBAG,

Licensee shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this Agreement.

Claims against the Indemnitees by Licensee or its Personnel shall not limit the Licensee's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a Licensee or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

15. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, Licensee assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Facility, the SANBAG Property and any other property of, or under the control or custody of, Licensee, which is on or near the License Property. Licensee's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the SANBAG Property, accident or fire or other casualty on the SANBAG Property, or electrical discharge, noise or vibration resulting from SANBAG's transit operations on or near the SANBAG Property. The term "SANBAG" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SANBAG's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SANBAG. Licensee, on behalf of itself and its Personnel (as defined in Section 14) as a material part of the consideration for this Agreement, hereby waives all claims and demands against SANBAG for any such loss, damage or injury of Licensee and/or its Personnel. In that connection, Licensee waives the benefit of California Civil Code Section 1542, which provides as follows:

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

The provisions of this section shall survive the termination of this Agreement.

16. INSURANCE

Licensee, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this Agreement insurance as required by SANBAG in the amounts and coverages specified and issued by insurance companies as described on Exhibit "B". SANBAG reserves the right, throughout the Term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement or the Work to be performed on the License Property. Prior to (i) entering the License Property or (ii) performing any Work or maintenance on the License Property, Licensee shall furnish SANBAG with insurance endorsements or certificates evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. In most instances, SANBAG does not allow self-insurance, however, if Licensee can demonstrate assets and retention funds meeting SANBAG's self-insurance requirements, SANBAG may permit Licensee to self-insure, provided, however that the right to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by SANBAG at its sole and absolute discretion. SANBAG shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by Licensee under this Agreement.

17. TESTS AND INSPECTIONS

SANBAG shall have the right at anytime to inspect the License Property and the Facility so as to monitor compliance with this Agreement. If, in SANBAG's sole judgment, any installation on, or use or condition of the License Property may have an adverse effect on the SANBAG Property, adjacent property (whether or not owned by SANBAG) or SANBAG operations, SANBAG shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the License Property, as it determines to be necessary or useful to evaluate the condition of the License Property. Licensee shall cooperate with SANBAG in any tests or inspections deemed necessary by SANBAG. Licensee shall pay or reimburse SANBAG, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter.

18. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY

Licensee shall operate and maintain the License Property in compliance with all, and shall not cause or permit the License Property to be in violation of any federal, state or local environmental, health and/or

safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Licensee or the License Property ("Environmental Laws"). Except for Hazardous Materials expressly approved by SANBAG in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the SANBAG Property. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

Licensee shall indemnify, defend (by counsel acceptable to SANBAG) and hold harmless the Indemnitees (as defined in Section 14) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) Licensee's breach of any prohibition or provision of this section, or (b) any release of Hazardous Materials upon or from the Facility or the License Property or contamination of the SANBAG Property or adjacent property (i) which occurs due to the use and occupancy of the Facility or the SANBAG Property by Licensee or Licensee's Parties, or (ii) which is made worse due to the act or failure to act of Licensee or Licensee's Parties.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees; shall survive termination of this Agreement; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this Agreement.

In addition, in the event of any release on or contamination of the License Property, Licensee, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SANBAG Property and all affected adjacent property -- whether or not owned by SANBAG) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover.

19. UNDERGROUND STORAGE TANKS

NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE LICENSE PROPERTY UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SANBAG, WHICH APPROVAL MAY BE WITHHELD IN SANBAG'S SOLE DISCRETION.

At SANBAG's option, upon the termination of this Agreement at any time and for any reason, Licensee shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Materials in, on, under and about the SANBAG Property, in accordance with the requirements of all Environmental Laws and to the satisfaction of SANBAG and any governmental authorities having jurisdiction thereover, and deliver to SANBAG a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

20. SUBORDINATE RIGHTS

This Agreement is subject and subordinate to the prior and continuing right and obligation of SANBAG, its successors and assigns, to use the SANBAG Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto SANBAG, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SANBAG Property, and in connection therewith the right to grant and convey to others, rights and interests to the SANBAG Property on the License Property and in the vicinity of Facility. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SANBAG Property now or hereafter, and the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such title exceptions.

21. COMPLIANCE WITH LAWS

Licensee shall comply with all applicable federal, state and local laws, regulations, rules and orders in its work on, or maintenance, inspection, testing or use of, the Facility and the SANBAG Property and shall furnish satisfactory evidence of such compliance promptly upon request of SANBAG. SANBAG may enter the License Property to inspect the Facility at any time, upon provision of reasonable notice of inspection to Licensee. Licensee shall obtain all required permits or licenses required by any governmental authority for its use of the License Property and the Facility, at its sole cost and expense.

22. CONDEMNATION

In the event all or any portion of the License Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), Licensee shall receive compensation (if any) only for the taking and damage to the Facility. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee are hereby assigned by Licensee to SANBAG.

23. MARKERS

Project markers in form and size satisfactory to SANBAG, identifying the Facility and its owners, will be installed and constantly maintained by and at the expense of Licensee at such locations as SANBAG shall designate. Such markers shall be relocated or removed upon request of SANBAG without expense to SANBAG. Absence of markers in or about SANBAG Property does not constitute a warranty by SANBAG of the absence of subsurface installations.

24. GENERAL PROVISIONS

24.1 Notices. All notices and demands which either party is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to such party at its address set forth in the Basic License Provisions. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided. Notices shall be effective only upon receipt by the party to whom notice or demand is given.

24.2 Non-Exclusive License. The license granted herein is not exclusive and SANBAG specifically reserves the right to grant other licenses within the License Property.

24.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

24.4 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24.5 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SANBAG that is not paid when due shall bear interest, from the date due, at the maximum rate then allowable by law. Such interest will be due SANBAG as it accrues. Payment of such interest shall not excuse or cure any default by Licensee under this Agreement, provided, however, that interest shall not be payable on late charges incurred by Licensee.

24.6 Captions. The captions included in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

24.7 Survival of Obligations. All obligations of Licensee hereunder not fully performed as of the expiration or earlier termination of the Term of this Agreement shall survive the expiration or earlier termination of this Agreement, including without limitation, all payment obligations with respect to License Fees and all obligations concerning the condition of the SANBAG Property and the Facility.

24.8 Waiver of Covenants or Conditions. The waiver by one party of the performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant or condition under this Agreement.

24.9 Effective Date/Nonbinding Offer. Submission of this License for examination or signature by Licensee does not constitute an offer or option for license, and it is not effective as a license or otherwise until executed and delivered by both SANBAG and Licensee. Each individual executing this License on behalf of SANBAG or Licensee represents and warrants to the other party that he or she is authorized to do so.

24.10 Amendment. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

24.11 Assignment. This Agreement and the license granted herein are personal to the Licensee. Licensee shall not assign or transfer (whether voluntary or involuntary) this Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SANBAG, which may be withheld in SANBAG's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and give SANBAG the right to immediately terminate this Agreement.

24.12 Attorneys' Fees. In any judicial or arbitration proceeding involving performance under this Agreement, or default or breach thereof, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

24.13 Nondiscrimination. Licensee certifies and agrees that all persons employed thereby and/or the affiliates, subsidiaries, or holding companies thereof and any contractors retained thereby with respect to the License Property are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

24.14 Further Acts. Licensee agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this Agreement, including, at SANBAG's sole discretion, the relocation of the Facility and the license granted hereby.

24.15 Termination for Public Project. Licensee hereby expressly recognizes and agrees that the License Property is located on SANBAG property that may be developed for public projects and programs which may be implemented by SANBAG or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects and other public uses (collectively "Project"). and that Licensee's use of the License Property under this License is an interim use. Accordingly, as a condition to entering into this License, SANBAG expressly reserves the right to terminate the License for any of such public Project. Licensee expressly acknowledges and agrees that: (1) SANBAG may terminate this license for any public project; (2) Licensee will **NOT** oppose any public Project when planned or implemented on or adjacent to the License Property; and (3) in the event SANBAG terminates this License and requires Licensee to vacate the License Property for any public Project, Licensee (a) shall not be entitled to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and (b) shall not be entitled to any compensation under the eminent domain law, as a result of such termination and vacation of the License Property.

Licensee
SANBAG

24.16 Future Need of License Property. If SANBAG shall at any time, or from time to time, so require by written notice thereof to Licensee based on the need of SANBAG, in its sole discretion, for the License Property for its public purposes Licensee shall reconstruct, alter, make changes as required by SANBAG, relocate or remove its Facility at Licensee's sole cost and expense.

24.17 Time of Essence. Time is of the essence.

24.18 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located, this Agreement, any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

24.19 Revocable License. Licensee agrees that notwithstanding the improvements made by Licensee to the License Property or other sums expended by Licensee in furtherance of this Agreement, the license granted herein is revocable by SANBAG in accordance with the terms of this Agreement.

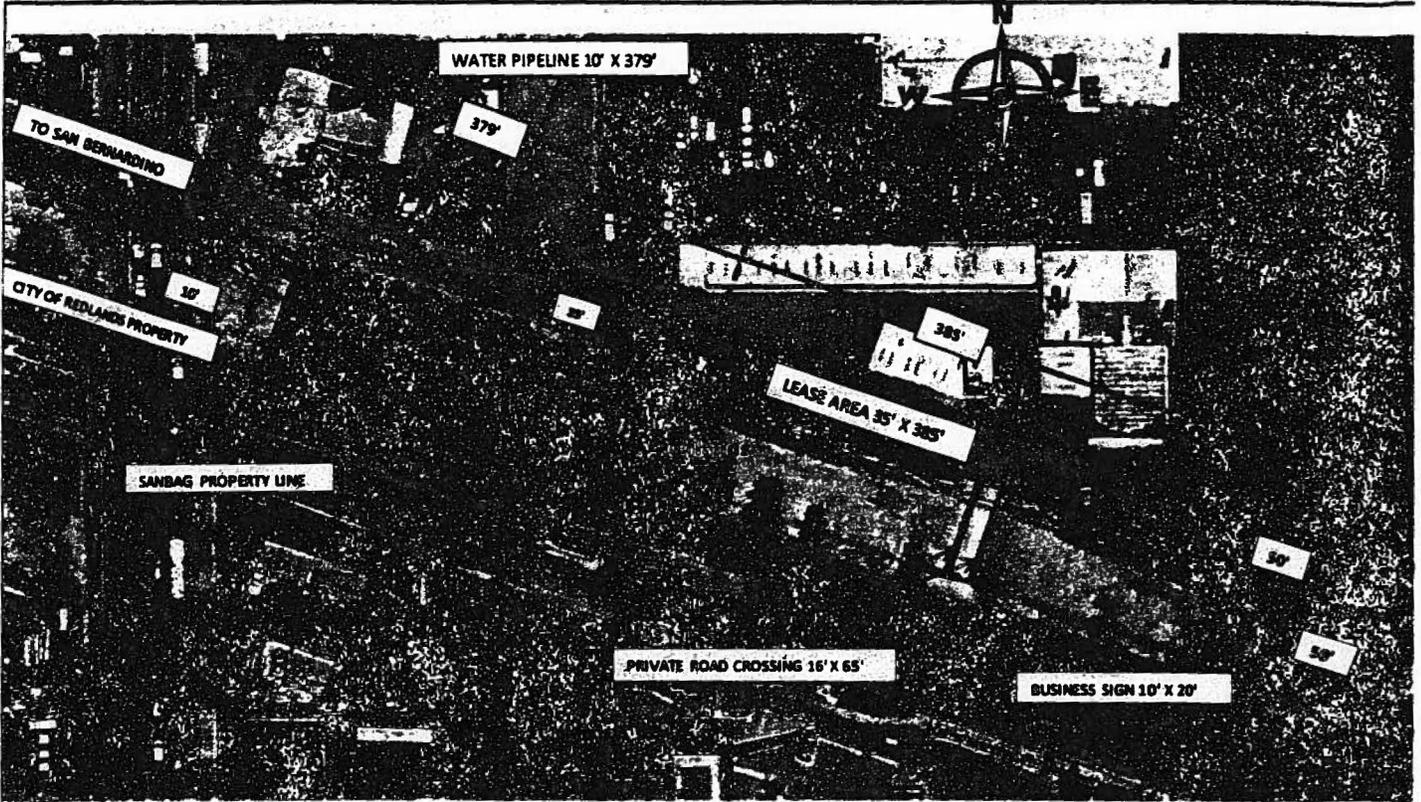
24.20 Entire Agreement; Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. All amendments, changes, revisions, and discharges of this Agreement in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

24.21 Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein.

Exhibit "A"

License Property

EXHIBIT "A"



APN: 0169-251-04

Date: 10/26/2012		Contract Number RRND007671
Line	Mile Post	Lease/Licensee
Redlands	7.97	Bill Patterson
County	Thomas Guide Grid	SANBAG File Number
San Bernardino	607J7	
Area	City	Use
18,505 Sq. Ft	Redlands	Parking, Driveway and Water Pipeline
Map Reference	Scale	Cross Streets
RRND 3	1"=100'	Redlands Blvd. at Tennessee Street



**SAN BERNARDINO
ASSOCIATED GOVERNMENTS**
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Exhibit "B"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

Lessee, Licensee, or Permittee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of SANBAG property hereunder by the Lessee, Licensee, or Permittee, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- Insurance Services Office Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Course of Construction insurance form providing coverage for "all risks" of loss.
- Property insurance against all risks of loss to any tenant improvements or betterments.
- Insurance Services Office Railroad Protective Liability
- Contractor's Pollution Liability with coverage for:

- a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and
- d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

Lessee, Licensee, or Permittee shall maintain limits no less than:

- General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage.
- If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- Course of Construction: Completed value of the project.
- Property Insurance: Full replacement cost with no coinsurance penalty provision.
- Railroad Protective Liability: \$2,000,000 per occurrence. Aggregate limit shall apply separately to this project/location or the aggregate limit shall be twice the required per occurrence limit
- Contractors Pollution Liability: \$1,000,000 per occurrence \$2,000,000 annual aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by SANBAG. At the option of SANBAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SANBAG, its officials and employees; or the Lessee, Licensee, or Permittee shall procure a bond guaranteeing payment of losses, and related investigations, claim administration and defense expenses.

Exhibit "B"

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. SANBAG, its subsidiaries, officials and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Lessee, Licensee, or Permittee; products and completed operations of the Lessee, Licensee, or Permittee; premises owned, occupied or used by the Lessee, Licensee, or Permittee; and automobiles owned, leased, hired or borrowed by the Lessee, Licensee, or Permittee. The coverage shall contain no special limitations on the scope of protection afforded to SANBAG, its subsidiaries, officials and employees.
2. For any claims related to this project, the Lessee, Licensee, or Permittee's insurance coverage shall be primary insurance as respects SANBAG, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SANBAG, its subsidiaries, officials and employees shall be excess of the contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SANBAG, its subsidiaries, officials and employees.
4. The Lessee, Licensee, or Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SANBAG.
6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the SANBAG, its Subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

Course of construction policies shall contain the following provisions:

1. SANBAG shall be named as loss payee.
2. The insurer shall waive all rights subrogation against SANBAG.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SANBAG.

Verification of Coverage

Lessee, Licensee, or Permittee shall furnish SANBAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the SANBAG before work commences. As an alternative, the Lessee, Licensee, or Permittee may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Contractors and Subcontractors

Lessee, Licensee, or Permittee shall include all contractors and subcontractors as insureds under its policies or require certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein. The administration of insurance compliance of contractors and subcontractors shall be subject to audit review by SANBAG.

Exhibit "C"

Permitted Hazardous Materials

No hazardous materials are permitted to be used or stored on License Property.

EXHIBIT "D-1"

Additional Provisions

1. **Importation of Soil/Fill Dirt.** Licensee shall not bring upon or use any Import Soil on the Premises in conjunction with any purposes allowed under this Agreement, until said Import Soil has been laboratory tested by a *certified hazardous waste testing laboratory* and the test results have been approved by SANBAG's Environmental Consultant. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as Clean Soil to the reasonable satisfaction of SANBAG's Environmental Consultant.
2. **Maintenance of Premises.** Licensee shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking, graffiti and occupancy by transients/homeless persons or individuals. Licensee shall be fully responsible for ALL maintenance and maintenance that is required or necessary in connection with Licensee's use of Premises.
3. **Protection of Underground and Aboveground Installations.** Licensee shall ensure that it and Licensee's Parties protect, from and against any and all damage, all underground and aboveground installations and improvements, such as pipes, fiber optic lines and wires, which may be impacted by any work or any use of the Premises by Licensee.
4. **Improvements.** Both Licensee and SANBAG acknowledge that the Premises is Licensed in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Licensee's needs will be the sole responsibility of the Licensee. No permanent structures may be constructed on the premises without SANBAG's prior written approval. Licensee will be responsible for the removal of all permitted improvements upon termination of License.
5. **Utilities.** Licensee shall pay for any and all utilities for its benefit, security and use.
6. **Warranties.** SANBAG makes no warranties as to the suitability of the location for Licensee's intended use as to zoning, visibility, traffic count or any other factors which may cause Licensee to want to License the premises.
7. **Zoning or Permitting.** Any permits, inspection fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, or any labor expenses for the installation or maintenance of any permitted improvements are the Licensee's sole responsibility. Copies of permits are to be readily available for inspection by SANBAG personnel.
9. **Signage.** NO SIGNS PERMITTED on, or along the perimeter of the Premises unless such signs were requested and approved under your original proposal and covered by the required insurance.

Licensee	SANBAG

Initials



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

Minute Action

AGENDA ITEM: ~~20~~

Date: December 5, 2012

Subject: Amendment No. 2 to Contract No. C11126 with Nossaman, LLP for E Street sbX right-of-way legal services.

- Recommendation:***
1. Approve Amendment No. 2 to Contract No. C11126 with Nossaman, LLP in the amount of \$1,000,000 increasing the total not-to-exceed amount to \$4,150,000.
 2. Approve budget amendment to Task No. 311 increasing the task by \$1,000,000 with funding to be provided by reimbursement from Omnitrans per Contract No. C10263.

Background: On July 7, 2010, San Bernardino Associated Governments (SANBAG) and Omnitrans entered into Contract No. C10263, whereby SANBAG is to acquire right-of-way for the E Street sbX Bus Rapid Transit (BRT) project (Project), on behalf of Omnitrans. The Project is a 15.7 mile fixed route line with sixteen (16) stations and four (4) park-and-ride lots.

As part of the Project, SANBAG was required to obtain a total of one hundred fifty-one (151) parcels that included permanent acquisitions, temporary construction easements, and licenses from property owners.

*

Approved
Board of Directors

Date:

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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To help fulfill the obligations under the contract with Omnitrans, SANBAG entered into Contract No. C11126 with Nossaman, LLP to provide the legal services necessary to acquire the right-of-way for the Project on January 5, 2011. The original contract value was for a not-to-exceed amount of \$2,500,000.

The original contract was amended on May 2, 2012, with Amendment No.1 that provided an extra \$650,000 for anticipated legal services needed to complete the right-of-way acquisitions. However, the anticipated costs under legal service contracts are more difficult to accurately estimate, versus design or construction contracts, due to the number of variables encountered in legal representation. Since right-of-way acquisition involves negotiations between two or more parties, and often times with opposing counsel, and the unique features of each parcel acquired, the estimated legal costs can vary significantly.

The sbX right-of-way phase is moving closer toward completion. It is estimated by Nossaman that the acquisitions will be completed by June 2015. However, over the past several months a series of unanticipated legal needs for the Project emerged necessitating an additional budget and contract amendment.

Based on discussions with Nossaman, the need for the budget increase is a result of:

- Outstanding legal matters for parcels in active eminent domain litigation as well as outstanding claims and complaints that have been filed or may arise for loss of business good will.
- Construction implementation of right-of-way settlement agreements.
- Legal issues arising during the construction phase related to project design.
- Revisions by Omnitrans to original plats, legal descriptions and design.

All of Nossaman's costs to date have been reimbursed to SANBAG by Omnitrans under Contract No. C10263. Amendment No. 1 to C10263 with Omnitrans requires that SANBAG obtain concurrence from the Omnitrans Executive Director prior to approving any additional amendments to contracts with SANBAG's Project vendors. Omnitrans has been advised of the need to amend Nossaman's contract for the sbX and Omnitrans Executive Director concurs with this amendment. Approval of this contract Amendment No. 2 would continue to be funded under that same reimbursement agreement.

Financial Impact: Approval of this item would result in a budget amendment to Fiscal Year 2012/2013, Task No. 0311, funded by a local projects fund, Omnitrans Reimbursement.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on November 15, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the contract amendment.

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

Detail Contract Summary Sheet

Detail Contract Information (Provided by Project Manager)

Complete this form in conjunction with the Contract Summary Sheet for this Contract.

Finance Contract Summary Sheet

Contract No: C11126/1000363 Amendment No. 2 Vendor No. 01519
 Vendor/Customer Name: Nossaman LLP
 Contract Description: Legal Services for E Street sbX Project
 List Any Related SANBAG Contracts Numbers: _____
 Other Agency Contract Nos.: _____ Contract Expiration Date: 06/30/2015

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Contract Type: Other
 Retention: _____ % Max Retention to be held: _____
 Construction A & E Services Other Professional Services Intergovernmental/MOU/COOP

Budget Authority for Current Fiscal Year

Approved Budget Authority: Fiscal year _____ Amount \$ _____

GL
Expense

Fund Source Description	Fund	Program	Project	Object	Amount
Local Projects Fund (Omnitrans 10263)	6010	30	0311	52200	\$ 1,000,000.00
					\$ -
					\$ -

Project String (if applicable):

Project	Level 1	Level 2	Object	Amount
				\$ -
				\$ -
				\$ -

Contract Management: Receivable

E-76 Date _____ (Attach Copy if Available) Program Supplement No.: _____
 Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE. Including Originals, Amendments & Misc transaction changes

Contract Details : Allocate the Total Contract or Current Amendment Amount by funding string

GL

Billing Category (Finance Use Only)	Fund Source Description	Fund	Program	Project	Revenue	Amount
						\$ -
						\$ -
						\$ -

Revenue Project String (if applicable):

Project	Fund	Level 2	Revenue	Amount
				\$ -
				\$ -
				\$ -

Notes

Finance Reviews

A/P Review (Initials): _____ A/R Review (Initials): ME 11/12 CFO Review (Initials): [Signature]
 (Finance Use Only) Supplemental No.: _____ (Finance Use Only) Z Contract No.: _____

Reviewed by Director of Fund Administration & Programming

Signature _____ Date _____



CONTRACT SUMMARY SHEET

Contract No. C C11126 Amendment No. 2

By and Between

San Bernardino Associated Governments and Nossaman, LLP

Contract Description Legal Services for the E Street sbX Project

Board of Director's Meeting Date: December 5, 2012

Overview of BOD Action: 1. Approve Amendment No. 2 to Contract No. C11126 with Nossaman, LLP in the amount of \$1,000,000 increasing the total not-to-exceed amount to \$4,150,000; 2. Approve budget amendment to Task No. 379 increasing the task by \$1,000,000 with funding to be provided by reimbursement from Omnitrans per Contract No. C10263

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	2,500,000	Original Contingency Amount	\$	
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	650,000	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	
Current Amendment Amount	\$	1,000,000	Contingency Amendment	\$	
TOTAL CONTRACT VALUE	\$	4,150,000	TOTAL CONTINGENCY VALUE	\$	
TOTAL BUDGET AUTHORITY (contract value + contingency)				\$	4,150,000

Contract Start Date 1/5/11	Current Contract Expiration Date 6/30/15	Revised Contract Expiration Date
--------------------------------------	--	---

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

FINANCIAL INFORMATION

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

A Budget Amendment is required. How are we funding current FY? A Budget amendment of \$1,000,000 is required for task 0311 funded by Omnitrans C10263

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

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

Omnitrans Reimbursement C10263

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____

Disadvantaged Business Enterprise (DBE) Goal _____ %

Monica Morales

Project Manager (Print Name)

Mitch A. Alderman
Task Manager (Print Name)

AZ
Dir. of Fund Admin. & Programming (Print Name)

Jeffery Hill
Contract Administrator (Print Name)

W. STAWARSKI
Chief Financial Officer (Print Name)

Monica Morales

Signature Monica Morales

11-8-12
Date

Mitch A. Alderman
Signature Mitch A. Alderman

Date

Andrea Zurick
Signature Andrea Zurick

Date

Jeffery Hill
Signature Jeffery Hill

11/8/12
Date

Bill Stawarski
Signature Bill Stawarski

11/8/12
Date

AMENDMENT NO. 2 TO

CONTRACT NO. C11126

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

NOSSAMAN, LLP

This AMENDMENT No. 2 to CONTRACT No. C11126 is effective as defined herein by and between San Bernardino Associated Governments/San Bernardino County Transportation Authority ("AUTHORITY") and Nossaman, LLP. ("CONSULTANT").

RECITALS:

WHEREAS, AUTHORITY and CONSULTANT entered into Contract No. C11126 ("Contract"), dated January 5, 2011, whereby AUTHORITY has engaged the services of CONSULTANT to provide Legal Services for the E Street sbX ("Project"); and

WHEREAS, the parties desire to amend the aforesaid Contract to amend the budget to provide for additional levels of legal services than were provided for in the original budget, and;

WHEREAS, the parties agree that the additional work will increase the Not-To-Exceed amount by \$1,000,000 Dollars.

NOW THEREFORE, the parties do mutually agree to amend Contract No. C11126 in the following particulars only:

1. Amend Article 3, "Performance of Service and Hourly Rates," subsection 7, to revise the total Not-To-Exceed amount to be \$4,150,000.
2. All other terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 and it is effective on the date executed by **AUTHORITY**.

NOSSAMAN, LLP

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____
Name Rick Rayl, Esq
Title Partner

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: 21

Date: December 5, 2012

Subject: Property Appraisals, Agreement for Possession and Use, and Acquisition of property necessary for the Downtown San Bernardino Passenger Rail Project and San Bernardino Transit Center

Recommendation:*

1. Approve appraisals for the following properties required for the construction of the Downtown San Bernardino Passenger Rail Project (DSBPRP) and San Bernardino Transit Center (SBTC): 0138-231-02, -04, -05, -09 & -10, Robert & Judith Ann Harraka, Fam Trust; 0138-273-01, -02 -03, -04 & -36, Bruce W. Hefftner; 0138-273-09, -10, -11, -12, -13, -16 & -33, Big Z Autoworks, Inc.; 0138-273-24 and -25, James E. Ott & Barbara J. Ott, Trustees of the James E. Ott & Barbara J. Ott 2010 Revocable Trust dated July 9, 2010; 0138-273-26 & -27, Kristin Neville, Trustee Trust No. 982-2Z U/A/D 9/4/95; 0138-273-20, -21 & -40, Riverside Cement Company; 0138-312-15, James McHenry & Kathryn McHenry; 0138-312-53, Hoak Bros. Plating; 0138-312-14, Tiger Yang & Sally Yang; 0138-312-55, Ashadi Investment, LLC; 0138-312-16 & -57, Tue Le, & Nikie Nguyen; 0138-312-39, David Sampanis & Stephen Abbey; 0138-312-51, Mi Casa Property, LLC.; 0138-312-37 James W. Seifert; 0134-331-23 & -24, KLR Property, LLC.; 0137-043-10, -11 & -26, Varp, Inc.; 0136-011-04, Arthur R. Read; 0136-011-03 & -38, and 0136-081-08, -09, -10, -11 & -12, Jennifer de Gorter Revocable Trust Dated 6-6-01; 0136-011-31 & -41, 0136-091-11 & -12, Jong Uk Byun & Bok Soon Byun; 0136-011-22, -26, -27 & -28, Fletcher Trust; 0136-021-

Approved
 Board of Directors

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA
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Check all that apply
 BRD1212a-mmm

- 16, -17 & -18, George V. Mantzoros & Gloria Mantzoros; 0136-021-28, Affaitati, LLC; 0136-101-14, -15 & -21, Southern California Gas Company; 0136-111-01, Ramon Gonzalez and Irma Gonzalez, Trustees UTD November 4, 2002; 0138-271-15, -16 & -17, Antonio Martinez; 0138-271-18, Anciria Vasquez; 0138-271-19, Melvon Investments, LLC.; 0138-271-20, Sylvia Miceli; 0138-271-21, Edward L. Holly; 0138-271-01, -02 & -03. Leonardo & Elizabeth Hernandez; 0136-171-42, Arrowhead Central Credit Union (collectively the "Properties").
2. Authorize acquisition of the Properties, or partial interests in such Properties, at an estimated not to exceed aggregate total of \$5,486,377, which the amount will be updated and finalized prior to the December 5, 2012, Board meeting.
 3. Authorize the Executive Director or his designee, to act on behalf of the San Bernardino County Transportation Commission, in signing the Purchase and Sale Agreements and such other documents necessary for the acquisition of the Properties, generally consistent with the procedure set out in SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy No. 34507).
 4. Allocate \$6,587,000 of undesignated unreserved State Transit Assistance Fund County Pop. (PUC99313) to fund right-of-way activities for the Downtown San Bernardino Passenger Rail Project.
 5. Approve Fiscal Year 2012/2013 budget amendment to increase Task 0379 Commuter Rail Capital by \$6,587,000 of State Transit Assistance Fund County Pop. (PUC99313) and increase Task 0311 Transit Capital by \$2,000,000 funded by the San Bernardino Transit Center fund for reimbursement by Omnitrans.

Background:

The San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Commission (Commission), is proposing to extend Metrolink commuter passenger rail service approximately one mile east from its current terminus at the existing San Bernardino Metrolink Station/Santa Fe Depot (Depot) located at 1170 West 3rd Street, San Bernardino, to new Metrolink commuter rail platforms at the proposed San Bernardino Transit Center (SBTC) near the intersection of Rialto Avenue and E Street in the City of San Bernardino (City), California.

On June 3, 2009, the San Bernardino Associated Governments (SANBAG) approved the double track extension of Metrolink service from the current terminus at the Santa Fe Depot to the proposed site of the SBTC located at the southwest corner of Rialto Avenue and E Street in the City of San Bernardino

as the locally preferred alternative. The project would soon become known as the Downtown San Bernardino Passenger Rail Project (DSBPR).

On February 3, 2010, SANBAG awarded Contract No. C10079 to HDR Engineering for the design, environmental, FTA processing and right-of-way acquisition services for the DSBPRP and the Redlands Rail Passenger Project (RPRP).

On December 7, 2011, SANBAG awarded Contract No. 12077 to HDR for the design and engineering of the San Bernardino Transit Center (SBTC). The SBTC consists of a bus facility capable of accommodating twenty-two (22) Omnitrans' buses, a transit station building that includes a security center, customer service center, public restrooms, a break room for the bus operators and supervisors, as well as additional amenities to facilitate retail vending.

On September 5, 2012, SANBAG, acting as the County Transportation Commission, certified the Final Environmental Impact Report for both the DSBPR and SBTC and on October 27, 2012, received the Finding of No Significant Impact (FONSI) from the Federal Transit Administration. Receipt of the FONSI clears a critical hurdle in the overall development of the Project and allows the right-of-way acquisition phase to begin.

With the receipt of the FONSI, SANBAG is now proceeding with the right-of-way phase of the DSBPR/SBTC project. Under Contract No. C10079, HDR's right-of-way sub-consultant, Epic Land Solutions, has prepared appraisals for the various properties that are necessary to make the needed improvements along the Project corridor.

The SANBAG Ten-Year Delivery Plan included \$6,587,000 in Local Transportation Fund (LTF) funding to be used for right-of-way acquisition purposes for the DSBPR. LTF funding is one of the most flexible sources of funding and can be used for operations, capital and other transit planning purposes. Staff is recommending utilizing existing undesignated unreserved State Transit Assistance funds to be allocated for the right-of-way acquisition. STA funds are more restrictive and intended for capital purposes. This action will allow for LTF funds to be available for other broader transit purposes.

Acquisition of these Properties in a timely manner is critical to maintaining the planned construction schedule for the Project. To assist in maintaining the schedule, staff is recommending that the Board authorize the Executive Director, or his designee, to act on behalf of the Commission in signing Purchase & Sale Agreements, and such other documents necessary for the acquisition of the Properties, using a procedure similar to the procedure implemented for streets and highways right-of-way acquisitions set forth in SANBAG Valley Freeway Program Policy No. 40004 (reference: Administrative Settlement Policy 34507). This Board-approved policy

establishes a standard administrative process for acquisition of right-of-way whereby the Executive Director is authorized to pursue acquisitions utilizing certain factors, such as an available appraisal, the inexact nature of the process by which just compensation is determined through legal processes, and the impact of such acquisition through voluntary settlement on the project-wide perspective, including, e.g., project deadlines and funding issues. This process is appropriate for the acquisition of the Properties. Purchase and Sale Agreements generally consistent with a form agreement to be presented to the Board for Board approval will be used. The final documents will be reviewed by SANBAG's legal counsel for approval as to form prior to execution of the documents by the Executive Director or his designee.

Financial Impact: This item requires a budget amendment to the approved Fiscal Year 2012/2013 budget to increase Task 0379 Commuter Rail Capital by \$6,587,000 using State Transit Assistance Fund County Pop. (PUC99313) increasing the total task budget from \$23,416,568 to \$30,003,568 and to increase Task 0311 Transit Capital by \$2,000,000 using the San Bernardino Transit Center fund for reimbursement by Omnitrans.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on November 15, 2012. SANBAG General Counsel has reviewed this item.

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



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

Minute Action

AGENDA ITEM: 22

Date: December 5, 2012

Subject: Award Freeway Service Patrol (FSP) Tow Services Contracts

- Recommendation:***
1. Award Contract No. C13034 to DK&J Enterprises, Inc., dba Roy and Dot's Towing for FSP Beat No. 3 for a three-year period, and an amount not-to-exceed \$553,400, which includes the cost of two one-year option periods, as outlined in the Financial Impact Section.
 2. Award Contract No. C13071 to DK&J Enterprises, Inc., dba Roy and Dot's Towing for FSP Beat No. 8 for a three-year period, and an amount not-to-exceed \$553,400, which includes the cost of two one-year option periods, as outlined in the Financial Impact Section.

Background: Freeway Service Patrol (FSP) consists of a fleet of tow trucks roaming urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet roams up and down is referred to as a "Beat." FSP programs are extremely beneficial to the motoring public by reducing the amount of time a motorist is in unsafe conditions in traffic lanes, improving traffic delay, as well as reducing fuel consumption, vehicular emissions and secondary incidents. San Bernardino began its program

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

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

in January 2006, and now has eight separate beats in operation and on average assists more than 3,500 motorists each month.

San Bernardino Associated Governments (SANBAG) receives an annual allocation from the State of California to implement FSP services, which is matched 20% with Department of Motor Vehicles funds. These funds are sufficient to operate the eight beats during the morning and afternoon peak periods Monday through Friday, on the most congested highways in the San Bernardino Valley.

The current contracts for FSP Beat 3 and FSP Beat 8 expire on April 30, 2013, and February 28, 2013, respectively. The Board approved the release of a Request for Proposal (RFP 13034) for two Contracts (C13034 & C13071) on September 5, 2012, seeking proposals from qualified tow operators. The two beats cover the following areas:

1. Beat 3 – I-10 from Sierra Avenue to Waterman Avenue
2. Beat 8 – I-10 from Waterman Avenue to University

The RFP was posted on the agency's website, advertisements were placed in several local newspapers and two RFP notifications were mailed to tow operators in the surrounding Southern California area which are on the California Highway Patrol's (CHP) rotational tow lists (which is an RFP requirement). A mandatory pre-proposal meeting was conducted on October 19, 2012, which was attended by fourteen (14) persons representing thirteen (13) tow agencies. As a result, five tow operators ultimately submitted proposals for both beats in response to this RFP. The Proposers included (in alphabetical order): Bill and Wags Towing, Bob's Towing, Navarro's Towing, Pepe's Towing Services, and DK&J Enterprises, Inc., dba Roy and Dot's Towing (Roy and Dot's Towing). Bill and Wags Towing was deemed non-responsive due to not providing proposals for each beat separately as mentioned in the RFP and during the mandatory pre-proposal meeting; and Pepe's Towing was deemed non-responsive due to late submission of the proposals..

An Evaluation Team to review the proposals consisted of representatives from the CHP local office (Inland Communication Center), Riverside County Transportation Commission (RCTC) and SANBAG. After this initial review, the Evaluation Team evaluated the proposals based on the following criteria:

1. Qualifications of the Firm - experience in performing FSP and similar work, working with public agencies and review of client references;

2. Staffing and Project Organization - qualifications of key staff assigned and adequacy of labor commitment;
3. Work Plan - depth of Proposer's understanding of requirements and overall quality of work plan, ability to recruit and retain drivers and ability to meet backup vehicle requirements;
4. Cost and Price - reasonableness of the total price and competitiveness of this amount with other proposals received and the basis on which prices are quoted (labor, equipment, materials, gas, profit, and so on); and
5. Completeness of Response in accordance with RFP instructions.

As a result of the proposal reviews, the Evaluation Team ranked each proposer by beat. The evaluation team did not conduct interviews due to the familiarity with all of the proposers. The following is a summary of the proposer ranking, by beat:

Ranking	Beat 3	Beat 8
1	Roy and Dot's Towing	Roy and Dot's Towing
2	Navarro's Towing	Navarro's Towing
3	Bob's Towing	Bob's Towing

Roy and Dot's Towing was ranked as number 1 on each beat, and was deemed overall best suited to perform the services for a variety of reasons including experience with both FSP and law enforcement tow programs, price structure, approach to the services, references, and commitment in management, staffing and resources to the program. Note that the award recommendations are not based on low-bid, and that "cost" is only one of five evaluation criteria categories. Also considered was the proposer's proximity to the specific beat, as well as their ability to meet other critical requirements as outlined in the RFP.

Attached to this report are the Scope of Work (Attachment A), the Detailed Itemized Beat Cost Schedule from Roy and Dot's Towing's proposals (Attachment B), Compensation and Payment Schedule (Attachment B-1), and Summary of FSP Violations and Penalties (Attachment C), which will be attached to and incorporated into each of the Contracts. Upon Board approval, the contracts will be executed and services for Beat 3 will begin on May 1, 2013, and services for Beat 8 will begin on March 1 of 2013. With Board approval, these services will continue to be provided to the motoring public without service disruption.

Financial Impact: Funds for the two beats were included in the Fiscal Year (FY) 2012/2013 Budget. The amount required for this FY is \$175,200 and will be funded 80% from State FSP funding and 20% from Department of Motor Vehicle funds. Future funding to reimburse the contractors in subsequent FYs will be included in those respective FYs' budgets.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 14, 2012. SANBAG Legal Counsel and Contract Administrator have reviewed this item and the Contracts.

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

CONTRACT SUMMARY SHEET

Contract No. C 13034 Amendment No. _____

By and Between

San Bernardino Associated Governments and Roy and Dot's Towing

Contract Description Freeway Service Patrol Services for Beat 3 in San Bernardino County.

Board of Director's Meeting Date: 12/5/12
Overview of BOD Action: AWARD C13034 TO ROY AND DOTS TOWING FOR FSP SERVICES ALONG BEAT 3. JAA

Is this a Sole-Source procurement? Yes No JAA

CONTRACT OVERVIEW			
Original Contract Amount	\$	553,400	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	\$	553,400	TOTAL CONTINGENCY VALUE
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 553,400

Contract Start Date 5/1/2013	Current Contract Expiration Date 4/30/2016	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>704</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? <u>80% FSP STATE 20% DMV/SAFE</u>	
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds
<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: 80% of the contract will continue to be funded by state funds and 20% of the contract will be continued to be paid by DMV/SAFE funds.	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

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

<u>JENNY HERRERA</u>	<u>JAA</u>
Task Manager (Print Name)	Signature
<u>DUANE BAKER</u>	<u>11/1/12</u>
Project Manager (Print Name)	Date
<u>Jeffery Hill</u>	<u>11-7-12</u>
Contracts Administrator (Print Name)	Signature
<u>W. STANBIC</u>	<u>11/8/12</u>
Chief Financial Officer (Print Name)	Date
<u>AJ</u>	
Director of Fund Administration & Programming	Signature
Date	Date

C13034

ATTACHMENT A

1.0 Scope of Work:

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

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

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

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

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

may be fined for the entire shift at three (3) times the hourly rate at the discretion of the FSP CHP Supervisors.

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

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

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

2.0 Contract Representatives

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

3.0 Service Location

The FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the CHP. Attachment A beginning on Page 41 shows the specific limits, number of Primary tow trucks, number of Back-Up trucks, hours of operation and tentative holidays on which the cost of each beat shall be based. COMMISSION reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

At any time during the contract's term, COMMISSION reserves the right to adjust Beat specifications (length of Beat for example), and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract

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

4.0 Speaking to the Media

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

FSP CHP Supervisors: (909) 428-5400

COMMISSION:

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

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

5.0 Equipment Requirements:

A. Tow Truck Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. FSP Certified Back-Up Tow Truck

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

C. Vehicle Breakdown and Other Missed Service:

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

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

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

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

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

D. Vehicle Identification:

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

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

E. Communications Equipment:

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

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

termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

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

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

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

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

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

The computer workstation shall be a PC Pentium4 2.4Ghz or AMD Athlon XP 2800 or greater based machine with at least 2 GB memory, 20 gig hard drive, network card, CDROM, optical mouse, keyboard and monitor. Computer workstation shall be equipped with the following software; Windows 7, or Windows Vista, Microsoft Active Sync (if Vista), Anti-Virus software (Norton, McAfee, or Trend Micro): if utilizing different Anti-Virus software, please notify COMMISSION prior to purchase or use.

The computer must include a 9 pin RS232 serial port. The computer workstation must always be connected to the internet.

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

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

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

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

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

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

The CONTRACTOR shall be available to review data with COMMISSION, or its designee, at any time. Data shall be reviewed using the pre-defined reports created in Microsoft Access on the workstation computer. The CONTRACTOR shall review data

for accuracy, and ensure that any errors and/or edits to the data are documented and forwarded to COMMISSION for review.

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

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

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

F. Equipment Tampering

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

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

- 1) If tampering is found with AVL related equipment owned by COMMISSION; the CONTRACTOR shall be fined two complete FSP shifts (7 hours) at their hourly penalty rate (Three (3) times their hourly rate). **The final penalty shall be determined and assessed by FSP Management.**
- 2) FSP Management determines the designated AVL installer and the designated technician that comes out to the San Bernardino County region to review and repair the AVL systems.
- 3) In the event of tampering, any transportation, labor, repair, or replacement expenses incurred to repair the AVL equipment/system related to the San Bernardino FSP tow operations will be the responsibility of the

CONTRACTOR. Costs incurred to repair and document the equipment will be deducted from the tow operator's monthly invoice.

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

G. FSP Tow Truck Drivers:

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

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

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

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

Other important forms that shall be required for FSP Tow Truck Drivers to complete and turn in are the Liability Release Forms (orange) and Damage Release Forms (neon green). It is critical that these forms are completed and returned to the COMMISSION within thirty (30) business days from the date on the form. Any CONTRACTOR in

violation of not completing these required forms may be subject to penalties as outlined in Attachment C.

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

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

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

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

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

FSP Tow Truck Drivers will be required to utilize a Handheld/PDA to input the mileage log, inspection worksheet, and each assist; which will include location, vehicle make, model, license number, type of assistance provided, etc. FSP Tow Truck Drivers

will be trained on using Handheld/PDA units to enter accurate data using COMMISSION data collection software.

DRIVING RECORD AND CRIMINAL HISTORY CHECK

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

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

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

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

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

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

H. Operator Equipment:

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

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

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

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

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

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

Rain gear shall be waterproofed material, yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A Beanie may also be worn which must be navy blue in color and only worn with a jacket under the vest or long sleeve shirt. A picture of the uniform is provided on pages 20-21 of this document titled: FSP Uniform Requirements

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

I. Local Office:

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or a person who represents the CONTRACTOR and has the authority to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. Through the Proposal document shown in Attachment "C", CONTRACTOR Representative Form, the CONTRACTOR shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and be located within Riverside, San Bernardino, Los Angeles or Orange Counties. Also note on page 19, Section C, **a FSP Certified Back-Up Tow Truck and a FSP Certified Back-Up Tow Truck Driver must be available within a 45 minute request of the Beat area regardless of the CONTRACTOR's office location.**

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

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

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

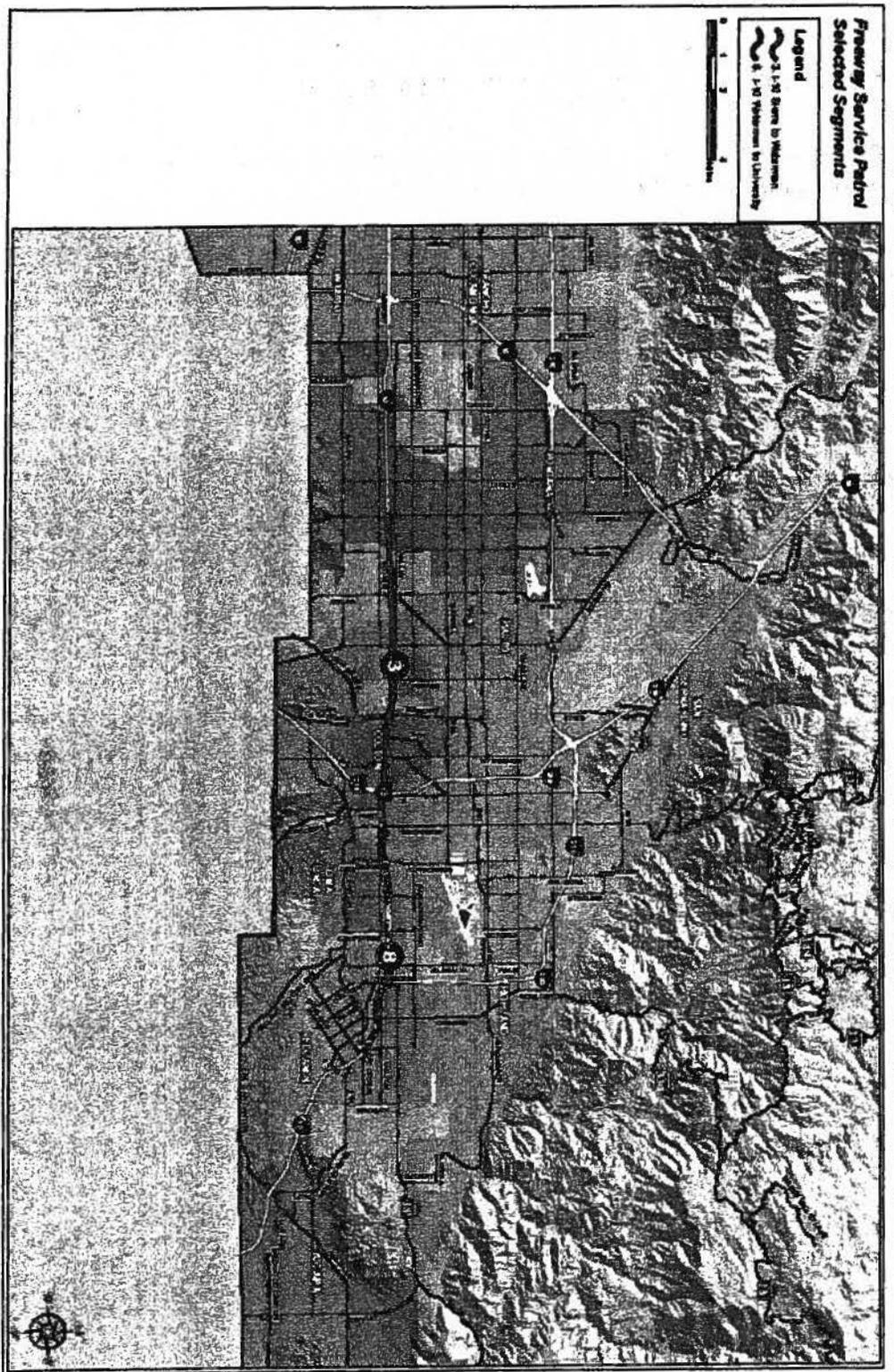
BEAT DESCRIPTION

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

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

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

Please refer to Attached Map of Beat areas



PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

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

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

Total service hours per vehicle per year: 1,736

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

FSP UNIFORM REQUIREMENTS

No hat:



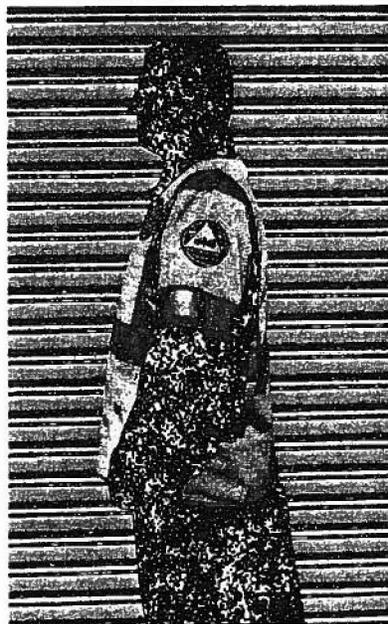
Hat:



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



Long Sleeve:



**Detailed Itemized Beat Cost Schedule
Must Be Submitted with Each Beat
For Beat # 3**

(Base these costs on the initial three year contract period only)

a. Average Hourly Rate for the 3 year period	\$ 50
b. Total Three Year Contract Cost for the Beat (Average Hourly Rate above X 2 trucks x 1,736 hours of service X 3 years)	\$ 520,800

Provide an itemized cost schedule used to develop hourly rate by the following budget categories:

c. Labor	\$ 9.00
d. Benefits	\$ 1.03
e. Equipment (Truck payment)	\$ 16.44
f. Fuel (Operating as well as motorist) Identify average annual cost per gallon: \$ 4.50	\$ 18.35
g. Insurance (Liability, Workers' Comp.)	\$ 2.87
h. Materials and Supplies	\$.26
i. Other Incidentals (list)	\$.43
j. Profit/Overhead	\$ 1.62
Total cost per hour per truck (sum of c. thru j.) Must agree with cost per hour, which is line "a". Note this hourly rate must also coincide with the rate specified in the Price Summary Sheet for the initial contract term (3 year period)	\$ 50.00

AUTHORIZED SIGNATURE:

DATE:



10 | 18 | 12

**BEAT 3
PRICE SUMMARY SHEET (A)**

Beat 3 – I-10 from Sierra Avenue to Waterman Avenue (9.04 miles)

Instructions: On this form please quote the firm-fixed rate that will be charged for each tow truck service hour for the services outlined in the Scope of Work presented in this RFP. Prices must be submitted for the initial term as well as the "option terms". The tow truck service hour proposed shall include all direct costs, indirect costs, and profit.

TERM

HOURLY RATE

Initial Term: May 1, 2013 through April 30, 2016 <i>(This rate must coincide with the rate identified in line "a" on the Detailed Itemized Cost Schedule)</i>	\$ <u>50</u>
Option Term #1, May 1, 2016 – April 30, 2017	\$ <u>50</u>
Option Term #2, May 1, 2017 – April 30, 2018	\$ <u>50</u>

NOTE: Your proposal should take into consideration all tow trucks, equipment, operating cost, insurance, overhead, training classes, personnel, tools, fuel (for motorist as well as vehicles) supplies, expendable items, incidentals, etc. A detailed itemized cost schedule used to develop hourly rate must be attached for proposal to be accepted. Please refer to Section 4, Scope of Work, to ensure that you have covered all possible costs in your proposal.

TOW TRUCK INFORMATION - include VIN and mileage of existing tow trucks. If you plan to purchase new tow trucks, under the VIN and Mileage indicate "Plan to purchase new tow trucks"

Year	Manufacture	Model	VIN	Mileage
- WILL PURCHASE IF AWARDED -				

This offer remains firm for 120 days from the date of proposal.
(Minimum 120 days)

AUTHORIZED SIGNATURE:  DATE: 10/12/12

ATTACHMENT B-1

Compensation and Payment

Overview Contract 13034 with Roy and Dot's Towing for Beat 3

Contract Term 5/1/2013-4/30/2016

Hourly Costs (per truck)	No. of Hours	5% More Hours	Total Hours	Cost Per Truck	Total Costs
2012/2013 (5/1/13 through 6/30/13)	297	14	311	\$15,550.00	\$31,100.00
2013/2014	1,757	88	1,845	\$92,250.00	\$184,500.00
2014/2015	1,757	88	1,845	\$92,250.00	\$184,500.00
2015/2016 (7/1/15 through 4/30/16)	1,460	73	1,533	\$76,650.00	\$153,300.00
Initial Term Subtotal:	5,271	263	5,534	\$276,700.00	\$553,400.00
Contract Total:	5,271	263	5,534	\$276,700.00	\$553,400.00

Average Annual Hours Per Truck Per Beat 1,757

Hourly Rate for Initial Contract Term:

\$50.00

Note: Two primary FSP Trucks are required

**ATTACHMENT C to C13034
SUMMARY OF FSP VIOLATIONS AND PENALTIES**

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

Relevant section	Description of violation	Penalty
	Not meeting tow truck requirements outlined in the RFP/SOP	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
	Not having a certified FSP "back-up" tow truck and/or FSP Tow Truck Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
	Tow truck not made available <u>within 45 minutes</u> due to equipment/truck breakdown.	The operator has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (Three times the hourly contract rate in one minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
SOP	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, not syncing the PDAs or not supplying FSP Tow Truck Drivers the proper equipment as required in the FSP Contract.	The fine amount shall not exceed \$50.00 for each individual occurrence or violation, with the exception of replacement costs.
	PDA's sent for repair due to lack of charging causing the PDA to lose patch updates.	\$50.00 per PDA + shipping, repair and/or replacement costs.
	PDA's not being charged in designated PDA workstation location during non-FSP operational hours.	\$50.00 per PDA
	Workstation does not meet requirements outlined in SOP.	\$50.00 per incident
	Lost/damaged equipment	Full cost if lost or repair charges of the item if damage is not due to wear and tear.
SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	\$50.00 per occurrence
	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the tow operator's penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	\$5.00-50.00 per incident at the discretion of Commission.
	Duplicate customer six digit survey number	

	20-40%	\$50.00 per incident
	40-60%	\$100.00 per incident
	60-80%	\$175.00 per incident
	80-100%	\$250.00 per incident

CONTRACT SUMMARY SHEET

Contract No. C 13071 Amendment No. _____

By and Between

San Bernardino Associated Governments and Roy and Dot's Towing

Contract Description Freeway Service Patrol Services for Beat 8 in San Bernardino County.

Board of Director's Meeting Date: 12/5/12
Overview of BOD Action: AWARDED C13071 TO ROY AND DOTS TOWING FOR FSP SERVICES ALONG BEAT #8 GA

Is this a Sole-Source procurement? Yes No GA

CONTRACT OVERVIEW			
Original Contract Amount	\$	553,400	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	\$	553,400	TOTAL CONTINGENCY VALUE
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 553,400

Contract Start Date 3/1/2013	Current Contract Expiration Date 2/28/2016	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

Budget authority for this contract currently exists in Task No. 704.
 A Budget Amendment is required.
 How are we funding current FY? 80% FSP STATE 20% DMV/SAFE

<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds	<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds
--	---	---	------------------------------------	--

Provide Brief Overview of the Overall Funding for the duration of the Contract:
 80% of the contract will continue to be funded by state funds and 20% of the contract will be continued to be paid by DMV/SAFE funds.
 Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____

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

JENNY HERRERA
Task Manager (Print Name)

DUANE BAKER
Project Manager (Print Name)

Jeffrey Hill
Contracts Administrator (Print Name)

W. STANASKE
Chief Financial Officer (Print Name)

AZ
Director of Fund Administration & Programming

C13071

<u>[Signature]</u>	11/1/12
Signature	Date
<u>[Signature]</u>	11-1-12
Signature	Date
<u>[Signature]</u>	11/7/12
Signature	Date
<u>[Signature]</u>	11/8/12
Signature	Date
<u>[Signature]</u>	
Signature	Date

ATTACHMENT A

1.0 Scope of Work:

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

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

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

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

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

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

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

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

2.0 Contract Representatives

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

3.0 Service Location

The FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the CHP. Attachment A beginning on Page 41 shows the specific limits, number of Primary tow trucks, number of Back-Up trucks, hours of operation and tentative holidays on which the cost of each beat shall be based. COMMISSION reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the CONTRACTOR.

At any time during the contract's term, COMMISSION reserves the right to adjust Beat specifications (length of Beat for example), and Beat hours to better accommodate demand for the service. These changes can occur during the course of the contract through written change orders. If warranted a CONTRACTOR may be requested by CHP, this will be on a case-by-case basis, to go beyond the limits of their assigned Beat

area to assist a motorist in an adjacent beat area. FSP Tow Truck Drivers may be permitted to do this only upon CHP approval.

4.0 Speaking to the Media

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

FSP CHP Supervisors: (909) 428-5400

COMMISSION:

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

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

5.0 Equipment Requirements:

A. Tow Truck Requirements:

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

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

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

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

All FSP Tow Trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that

has been certified by CARB, as required by law in the State of California. With any tow truck that is utilized for the FSP Program, it must comply with emission standards set forth by DOT and CARB as well as all Local, State and Federal laws associated with that truck, and as outlined in the RFP.

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

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

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

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

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

1. Wheel lift towing equipment, with a minimum lift rating of 3,000 pounds. All

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

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

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

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

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

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

B. FSP Certified Back-Up Tow Truck

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

C. Vehicle Breakdown and Other Missed Service:

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

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

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

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

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

D. Vehicle Identification:

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

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

E. Communications Equipment:

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

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

termination. The cost of any equipment not returned shall be deducted from the CONTRACTOR's final payment.

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

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

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

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

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

The computer workstation shall be a PC Pentium4 2.4Ghz or AMD Athlon XP 2800 or greater based machine with at least 2 GB memory, 20 gig hard drive, network card, CDROM, optical mouse, keyboard and monitor. Computer workstation shall be equipped with the following software; Windows 7, or Windows Vista, Microsoft Active Sync (if Vista), Anti-Virus software (Norton, McAfee, or Trend Micro): if utilizing different Anti-Virus software, please notify COMMISSION prior to purchase or use.

The computer must include a 9 pin RS232 serial port. The computer workstation must always be connected to the internet.

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

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

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

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

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

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

The CONTRACTOR shall be available to review data with COMMISSION, or its designee, at any time. Data shall be reviewed using the pre-defined reports created in Microsoft Access on the workstation computer. The CONTRACTOR shall review data

for accuracy, and ensure that any errors and/or edits to the data are documented and forwarded to COMMISSION for review.

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

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

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

F. Equipment Tampering

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

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

- 1) If tampering is found with AVL related equipment owned by COMMISSION; the CONTRACTOR shall be fined two complete FSP shifts (7 hours) at their hourly penalty rate (Three (3) times their hourly rate). **The final penalty shall be determined and assessed by FSP Management.**
- 2) FSP Management determines the designated AVL installer and the designated technician that comes out to the San Bernardino County region to review and repair the AVL systems.
- 3) In the event of tampering, any transportation, labor, repair, or replacement expenses incurred to repair the AVL equipment/system related to the San Bernardino FSP tow operations will be the responsibility of the

CONTRACTOR. Costs incurred to repair and document the equipment will be deducted from the tow operator's monthly invoice.

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

G. FSP Tow Truck Drivers:

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

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

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

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

Other important forms that shall be required for FSP Tow Truck Drivers to complete and turn in are the Liability Release Forms (orange) and Damage Release Forms (neon green). It is critical that these forms are completed and returned to the COMMISSION within thirty (30) business days from the date on the form. Any CONTRACTOR in

violation of not completing these required forms may be subject to penalties as outlined in Attachment C.

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

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

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

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

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

FSP Tow Truck Drivers will be required to utilize a Handheld/PDA to input the mileage log, inspection worksheet, and each assist; which will include location, vehicle make, model, license number, type of assistance provided, etc. FSP Tow Truck Drivers

will be trained on using Handheld/PDA units to enter accurate data using COMMISSION data collection software.

DRIVING RECORD AND CRIMINAL HISTORY CHECK

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

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

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

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

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

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

H. Operator Equipment:

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

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

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

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

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

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

Rain gear shall be waterproofed material, yellow in color.

Hats, if worn, shall be baseball type cap, navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A Beanie may also be worn which must be navy blue in color and only worn with a jacket under the vest or long sleeve shirt. A picture of the uniform is provided on pages 20-21 of this document titled: FSP Uniform Requirements

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

I. Local Office:

The CONTRACTOR shall provide a local office for contract administration purposes. This office shall be staffed by either the CONTRACTOR or a person who represents the CONTRACTOR and has the authority to conduct business and make decisions on behalf of the CONTRACTOR. The office shall have business hours coinciding with CONTRACTOR's Beat(s) hours of operation. Through the Proposal document shown in Attachment "C", CONTRACTOR Representative Form, the CONTRACTOR shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the CONTRACTOR. The office shall be established within close proximity to the CONTRACTOR's Beat(s) and be located within Riverside, San Bernardino, Los Angeles or Orange Counties. Also note on page 19, Section C, **a FSP Certified Back-Up Tow Truck and a FSP Certified Back-Up Tow Truck Driver must be available within a 45 minute request of the Beat area regardless of the CONTRACTOR's office location.**

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

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

SAN BERNARDINO COUNTY FREEWAY SERVICE PATROL

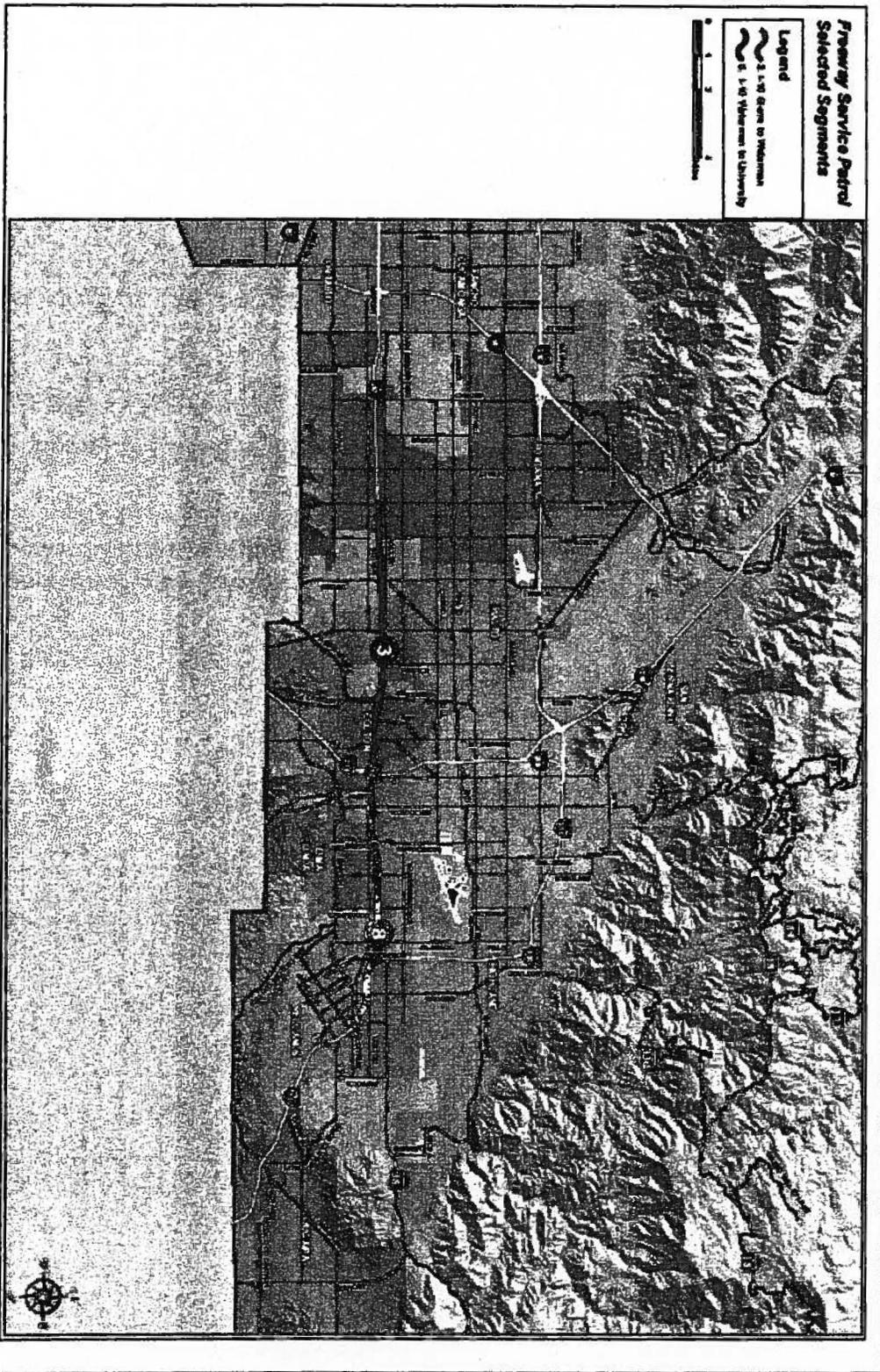
BEAT DESCRIPTION

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

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

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

Please refer to Attached Map of Beat areas



C13071

PRELIMINARY LIST OF FREEWAY SERVICE PATROL HOLIDAYS

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

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

Total service hours per vehicle per year: 1,736

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

FSP UNIFORM REQUIREMENTS

No hat:



Hat:



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



Long Sleeve:



**Detailed Itemized Beat Cost Schedule
Must Be Submitted with Each Beat
For Beat # 8**

(Base these costs on the initial three year contract period only)

a. Average Hourly Rate for the 3 year period	\$ 50
b. Total Three Year Contract Cost for the Beat (Average Hourly Rate above X 2 trucks x 1,736 hours of service X 3 years)	\$ 520,800

Provide an itemized cost schedule used to develop hourly rate by the following budget categories:

c. Labor	\$ 9.00
d. Benefits	\$ 1.05
e. Equipment (Truck payment)	\$ 16.44
f. Fuel (Operating as well as motorist) Identify average annual cost per gallon: \$ 4.50	\$ 18.55
g. Insurance (Liability, Workers' Comp.)	\$ 2.87
h. Materials and Supplies	\$.26
i. Other Incidentals (list)	\$.43
j. Profit/Overhead	\$ 1.62

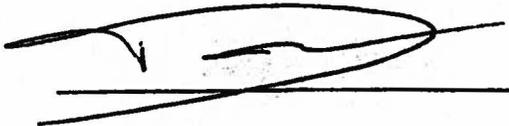
Total cost per hour per truck (sum of c. thru j.)

Must agree with cost per hour, which is line "a". Note this hourly rate must also coincide with the rate specified in the Price Summary Sheet for the initial contract term (3 year period)

\$ 50.00

AUTHORIZED SIGNATURE:

DATE:



10/18/12

**BEAT 8
PRICE SUMMARY SHEET (A)**

Beat 8 - I-10 from Waterman Avenue to University (7.9 miles)

Instructions: On this form please quote the firm-fixed rate that will be charged for each tow truck service hour for the services outlined in the Scope of Work presented in this RFP. Prices must be submitted for the initial term as well as the "option terms". The tow truck service hour proposed shall include all direct costs, indirect costs, and profit.

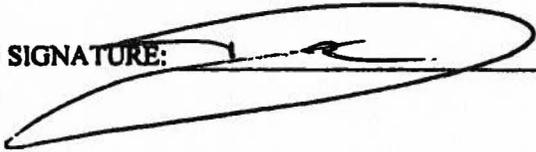
<u>TERM</u>	<u>HOURLY RATE</u>
Initial Term: March 1, 2013 through February 28, 2016 <i>(This rate must coincide with the rate identified in line "a" on the Detailed Itemized Cost Schedule)</i>	\$ <u>50</u>
Option Term #1, March 1, 2016 - February 28, 2017	\$ <u>50</u>
Option Term #2, March 1, 2017 - February 28, 2018	\$ <u>50</u>

NOTE: Your proposal should take into consideration all tow trucks, equipment, operating cost, insurance, overhead, training classes, personnel, tools, fuel (for motorist as well as vehicles) supplies, expendable items, incidentals, etc. A detailed itemized cost schedule used to develop hourly rate must be attached for proposal to be accepted. Please refer to Section 4, Scope of Work, to ensure that you have covered all possible costs in your proposal.

TOW TRUCK INFORMATION - include VIN and mileage of existing tow trucks. If you plan to purchase new tow trucks, under the VIN and Mileage indicate "Plan to purchase new tow trucks"

<u>Year</u>	<u>Manufacture</u>	<u>Model</u>	<u>VIN</u>	<u>Mileage</u>
- WILL PURCHASE IF AWARDED -				

This offer remains firm for 120 days from the date of proposal.
(Minimum 120 days)

AUTHORIZED SIGNATURE:  DATE: 10/10/12

ATTACHMENT B-1

Compensation and Payment

Overview Contract 13071 with Roy and Dot's Towing for Beat 8

Contract Term 3/1/2013 – 2/28/2016

Hourly Costs (per truck)	No. of Hours	5% More Hours	Total Hours	Cost Per Truck	Total Costs
2012/2013 (3/1/13 through 6/30/13)	594	29	623	\$31,150.00	\$62,300.00
2013/2014	1,757	88	1,845	\$92,250.00	\$184,500.00
2014/2015	1,757	88	1,845	\$92,250.00	\$184,500.00
2015/2016 (7/1/15 through 2/28/16)	1,163	58	1,221	\$61,050.00	\$122,100.00
Initial Term Subtotal:	5,271	263	5,534	\$276,700.00	\$553,400.00
Contract Total:	5,271	263	5,534	\$276,700.00	\$553,400.00

Average Annual Hours Per Truck Per Beat 1,757
 Hourly Rate for Initial Contract Term: \$50.00

**ATTACHMENT C to C13071
SUMMARY OF FSP VIOLATIONS AND PENALTIES**

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

Relevant section	Description of violation	Penalty
	Not meeting tow truck requirements outlined in the RFP/SOP	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
	Not having a certified FSP "back-up" tow truck and/or FSP Tow Truck Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
	Tow truck not made available <u>within 45 minutes</u> due to equipment/truck breakdown.	The operator has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (Three times the hourly contract rate in one minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
SOP	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, not syncing the PDAs or not supplying FSP Tow Truck Drivers the proper equipment as required in the FSP Contract.	The fine amount shall not exceed \$50.00 for each individual occurrence or violation, with the exception of replacement costs.
	PDAs sent for repair due to lack of charging causing the PDA to lose patch updates.	\$50.00 per PDA + shipping, repair and/or replacement costs.
	PDAs not being charged in designated PDA workstation location during non-FSP operational hours.	\$50.00 per PDA
	Workstation does not meet requirements outlined in SOP.	\$50.00 per incident
	Lost/damaged equipment	Full cost if lost or repair charges of the item if damage is not due to wear and tear.
SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	\$50.00 per occurrence
	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the tow operator's penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	\$5.00-50.00 per incident at the discretion of Commission.
	Duplicate customer six digit survey number	

	20-40%	\$50.00 per incident
	40-60%	\$100.00 per incident
	60-80%	\$175.00 per incident
	80-100%	\$250.00 per incident



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

Minute Action

AGENDA ITEM: 23

Date: December 5, 2012

Subject: Approve Amendment No. 2 to Freeway Service Patrol for Beat #4 Contract exercising first-year option to extend contract.

Recommendation: Approve Amendment No. 2 to Contract No. C10081 with DK&J Enterprises, Inc., DBA Roy and Dot's Towing for Beat #4 exercising the first-year option to extend the contract term to December 31, 2013, and increasing the contract amount by \$184,500 for a revised not-to-exceed amount of \$738,000.

Background: The Freeway Service Patrol (FSP) consists of a fleet of tow trucks roaming the freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. Since the program's inception in January 2006, the FSP Program has demonstrated many benefits by reducing the amount of time a motorist is in unsafe conditions, as well as reducing traffic delays, vehicular emissions and secondary incidents. There are eight separate areas (known as Beats) within the selected San Bernardino County freeways where FSP services are provided and cover over 60 centerline highway miles. On average, 3,500 motorists are assisted each month through the San Bernardino County FSP program.

Approved
 Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC		CTA		SAFE	X	CMA	X
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In February, 2009, the Board of Directors approved the selection of and award of Contract C10081 to Roy and Dot's Truck Specialties, Inc., to provide FSP tow services along Beat 4. Beat 4 runs along the I-60 from Reservoir St. to Milliken Avenue. The Board of Directors approved an Assignment and Assumption Agreement (Amendment No. 2) July 7, 2010, under which the rights and responsibilities under Contract C10081 were transferred from Roy and Dot's Truck Specialties, Inc. to DK& J Enterprises, Inc., dba Roy & Dot's Towing.

Roy and Dot's Towing has provided excellent service to the FSP Program throughout the past three years as they have assisted stranded motorists quickly, professionally and safely. In addition to their excellent service, they are performing well within their contract budgets.

Contract C10081 provides SANBAG with two options to extend the contract term by two one-year periods. The current contract term expires December 31, 2012. Roy and Dot's Towing is compensated for their Beat 4 services at \$50.00 per hour and will continue to be compensated at this rate during any contract extension periods.

Staff recommends that the Board approve Amendment No. 2 to Contract C10081 with Roy and Dot's Towing to exercise the first one-year option extending the contract term through December 31, 2013, and increasing the not-to-exceed amount of the contract by \$184,500 for a revised not-to-exceed amount of \$738,000.

Financial Impact: A portion of the contract amendment cost has been included in the Fiscal Year (FY) 2012/2013 budget, totaling \$92,200. The source of funds is a combination of State FSP funds and Department of Motor Vehicles funds – Task Number 70413000. The remaining contract amendment amount will be incorporated into the FY 2013/2014 Budget when that budget is prepared.

Reviewed By: This item was reviewed and unanimously recommended for approval at the General Policy Committee on November 14, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the amendment.

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

CONTRACT SUMMARY SHEET

Contract No. C 10081 Amendment No. 2

By and Between

San Bernardino Associated Governments and Roy and Dot's Towing

Contract Description Freeway Service Patrol Services for Beat 4 in San Bernardino County.

Board of Director's Meeting Date: 12/5/12
Overview of BOD Action: APPROVE C10081-02 FOR FSP SERVICES FOR BEAT #4 GA
 Is this a Sole-Source procurement? Yes No GA

CONTRACT OVERVIEW			
Original Contract Amount	\$	553,500	Original Contingency Amount
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>
Current Amendment Amount	\$	184,500	Contingency Amendment
TOTAL CONTRACT VALUE	\$	738,000	TOTAL CONTINGENCY VALUE
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 738,000

Contract Start Date 1/4/2010	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. EXERCISE 1 st YEAR OPTION GA		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>704</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? 80% FSP STATE 20% DMV/SAFE	
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds
<input checked="" type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: 80% of the contract will continue to be funded by state funds and 20% of the contract will be continued to be paid by DMV/SAFE funds.	
<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 _____ %

JENNY HERZBERG		11/1/12
Task Manager (Print Name)	Signature	Date
DUANE BAKER		11/1/12
Project Manager (Print Name)	Signature	Date
Jeffery Hill		11/1/12
Contracts Administrator (Print Name)	Signature	Date
W. STRAWINSKI		11/3/12
Chief Financial Officer (Print Name)	Signature	Date
AZ		
Director of Fund Administration & Programming	Signature	Date

Amendment No. 2 to Contract No. C10081

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

And

DK&J ENTERPRISES, INC., DBA ROY & DOT'S TOWING

For

**FREEWAY SERVICE PATROL FOR BEAT #4
WITHIN SAN BERNARDINO COUNTY**

This Amendment No. 2 ("Amendment") to Contract for Freeway Service Patrol for Beat #4 is made and entered into on the Effective Date by and between San Bernardino Associated Governments ("SANBAG") and DK&J Enterprises, Inc., a California corporation dba Roy & Dot's Towing ("Contractor").

A. SANBAG and CONTRACTOR are parties to Contract No. C10081 effective January 4, 2010 (the "Contract"), wherein SANBAG engaged CONTRACTOR to provide freeway service patrol services along Beat #4 within San Bernardino County ("SERVICES"); and

B. Contract grants SANBAG two one-year options to extend the term of the Contract at the same rate of compensation as provided for under the original Contract term; and

C. SANBAG and CONTRACTOR desire to amend the Contract to reflect SANBAG's exercise its option to extend the Contract term by one year to December 31, 2013, and to increase the Contract amount by \$184,500 to compensate CONTRACTOR for performing the Services for one additional year, as allowed for in Section 3.4 of the CONTRACT.

NOW THEREFORE, SANBAG and CONTRACTOR agree to amend the Contract as follows:

1. SECTION 3.4 Term. The first sentence of the first paragraph is amended to read as follows:

"The term of this Contract shall be shall from January 4, 2010 through December 31, 2013, and shall not exceed seven hundred thirty-eight thousand dollars and no cents (\$738,000.00), unless earlier terminated as provided herein."

2. Exhibit A of the Contract is deleted and replaced with Exhibit A, Compensation and Payment, attached to this Amendment and incorporated herein by this reference.

3. A new Exhibit C, Summary of FSP Violations and Penalties, attached to this Amendment and incorporated herein by this reference, is added to and made a part of the Contract.

4. All other provisions of the Contract shall remain in full force and effect and are incorporated herein by this reference.
5. The Recitals above are true and correct and are incorporated into and made a part of this Amendment.
6. The Effective Date of this Amendment No. 2 is the date this Amendment is executed by SANBAG.

**DK&J ENTERPRISES INC., DBA
ROY AND DOT'S TOWING**

**SAN BERNARDINO ASSOCIATED
GOVERNMENTS**

By: _____
David McClure
Owner

By: _____
Janice Rutherford
SANBAG President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

EXHIBIT "A"

Compensation and Payment

Overview Contract No. 10081 with Roy and Dot's Towing for Beat 4

Contract Term 1/4/2010-12/31/2013

Hourly Costs (per truck)	No. of Hours	5% More Hours	Total Hours	Cost Per Truck	Total Costs
2009/2010 (1/04/10 through 6/30/10)	875	44	919	\$45,950.00	\$91,900.00
2010/2011	1,757	88	1,845	\$92,250.00	\$184,500.00
2011/2012	1,757	88	1,845	\$92,250.00	\$184,500.00
2012/2013 (7/1/12 through 12/31/12)	882	44	926	\$46,300.00	\$92,600.00
Initial Term Subtotal:	5,271	264	5,535	\$276,750.00	\$553,500.00
FY2012/2013 (1/2/13-6/30/13)	878	44	922	\$46,100.00	\$92,200
FY2013/2014 (7/1/13 through 12/31/13)	879	44	923	\$46,150.00	\$92,300
Option Year Subtotal:	1,757	88	1,845	\$92,250.00	\$184,500
Contract Total:	7,028	352	7,380	\$369,000.00	\$738,000.00

Average Annual Hours Per Truck Per Beat 1,757
Hourly Rate for Initial Contract Term
And Option Yr. #1 \$50.00

Note: Two primary FSP Trucks are required

EXHIBIT C to C10081

SUMMARY OF FSP VIOLATIONS AND PENALTIES

Below is a list of penalties that can be assessed against Contractor if Contractor violates policies and procedures of the Freeway Service Patrol Program.

Relevant section	Description of violation	Penalty
	Not meeting tow truck requirements outlined in the RFP/SOP	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
	Not having a certified FSP "back-up" tow truck and/or FSP Tow Truck Driver	Three (3) times the hourly contract rate in one (1) minute increments until requirement is met. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate.
	Tow truck not made available <u>within 45 minutes</u> due to equipment/truck breakdown.	The operator has 45 minutes to correct the problem if the breakdown occurs during the shift, the penalty for the forty five (45) minute period will be calculated in one (1) minute increments on a straight hourly rate. Time beyond 45 minutes will be calculated as penalized time (Three times the hourly contract rate in one minute increments). Exact penalized down time rate is detailed in the Contract. If a truck is not ready due to a breakdown at the beginning of a shift, penalty will begin at the beginning of the shift at the penalized rate. If entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate
SOP	Contractor fines 9.B.4 Contractor fines are assessed for violations of the FSP contract or the SOP that are not directly related to FSP truck operations. This includes but not limited to: Failing to turn required paperwork in on time (Surveys, inspection sheets, etc.), damage to FSP Program equipment, not syncing the PDAs or not supplying FSP Tow Truck Drivers the proper equipment as required in the FSP Contract.	The fine amount shall not exceed \$50.00 for each individual occurrence or violation, with the exception of replacement costs.
	PDA's sent for repair due to lack of charging causing the PDA to lose patch updates.	\$50.00 per PDA + shipping, repair and/or replacement costs.
	PDA's not being charged in designated PDA workstation location during non-FSP operational hours.	\$50.00 per PDA
	Workstation does not meet requirements outlined in SOP.	\$50.00 per incident
	Lost/damaged equipment	Full cost if lost or repair charges of the item if damage is not due to wear and tear.
SOP	Contractor did not follow proper tip procedure per the SOP on Page 40, Section 6.B.	\$50.00 per occurrence
	Tampering with FSP AVL equipment	2 FSP shifts (7 hours) at the tow operator's penalty rate (3 times the normal hourly rate) plus AVL Technician's transportation, labor, repair and/or replacement costs.
	Damage Release/Release of liability forms not completed, not filled out properly, or not submitted within thirty (30) calendar days from the date on the form.	\$5.00-50.00 per incident at the discretion of Commission.
	Duplicate customer six digit survey number 20-40% 40-60% 60-80% 80-100%	\$50.00 per incident \$100.00 per incident \$175.00 per incident \$250.00 per incident



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

Minute Action

AGENDA ITEM: 24

Date: December 5, 2012

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

Recommendation:* 1. Approve 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.

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

*

*Approved
Board of Directors*

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	CTC	x	CTA	SAFE	CMA
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Check all that apply.
BRD1212a-pc

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

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 was reviewed and recommended for approval (12-0-0) **without a quorum** of the Board present at the Board of Directors Metro Valley Study Session on November 15, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract Amendment.

Responsible Staff:

Philip Chu, Transportation Programming Analyst

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

Exhibit A

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST
 DTP-001 (REV. 8/11)

General Instructions

<input type="checkbox"/> New Project		<input checked="" type="checkbox"/> Amendment (Existing Project)		Date:	10/02/12
District:	08	Fund:	1141	TCRF No.:	55.4
County:	SBD	Project Sponsor/Lead Agency:	San Bernardino Associated Governments (SANBAG)		
Route/Corridor:		MPO:	SCAG	Element:	LA
Project Manager/Contact:	Paul Melocoton	Phone:	(909)884-8276	E-mail Address:	
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:	PA&ED	Implementing Agency:	San Bernardino Associated Governments (SANBAG)	Reimbursements:	
	PS&E		San Bernardino Associated Governments (SANBAG)		
	Right of Way		San Bernardino Associated Governments (SANBAG)		
	Construction		San Bernardino Associated Governments (SANBAG)		
Legislative Districts:					
Assembly:	02	Senate:	31, 32		
Congressional:	41, 43				
Purpose and Need:					
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.					
Project Benefits:					
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.					
Project Milestones:				Existing	Proposed
Project Study Report Approved					
Begin Environmental (PA&ED) Phase				12/01/10	
Circulate Draft Environmental Document				05/01/11	
Draft Project Report				06/01/11	
End Environmental Phase (PA&ED Milestone)				06/01/11	
Begin Design (PS&E) Phase				06/01/11	
End Design Phase (Ready to List for Advertisement Milestone)				07/01/12	01/11/13
Begin Right of Way Phase				06/01/11	
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				06/01/14	05/11/15
End Closeout Phase (Closeout Report)				05/01/15	11/06/15

ADA Notice

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

Date: 10/02/12

District	County	Route	EA	Project ID	FY10	TCRP No.
08	SBD				1141	554
Project Title: Laurel Street Grade Separation						

Existing Total Project Cost									Implementing Agency
Component	FY10	12/13	13/14	14/15	15/16	16/17	17/18+	Total	
EEP (PAVED)	1,400							1,400	San Bernardino Associated
PSSE	3,375							3,375	San Bernardino Associated
R/W SUP(CT)									
CON SUP(CT)									
R/W	1,000							1,000	San Bernardino Associated
CON		41,967						41,967	San Bernardino Associated
TOTAL	12,775	41,967						54,742	

Proposed Total Project Cost									Implementing Agency
Component	FY10	12/13	13/14	14/15	15/16	16/17	17/18+	Total	
EEP (PAVED)									
PSSE	1,000							1,000	
R/W SUP(CT)									
CON SUP(CT)									
R/W									
CON		41,967						41,967	
TOTAL	1,000	41,967						42,967	

Fund No. 1:	State Bond - Trade Corridor Program (TCRP)								Program Code
Existing Funding									20.JC723.D00
Component	FY10	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Funding Agency
EEP (PAVED)									Caltrans
PSSE									
R/W SUP(CT)									
CON SUP(CT)									
R/W									
CON		11,917						11,917	
TOTAL		11,917						11,917	
Proposed Funding									Notes
EEP (PAVED)									
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
Existing Funding									20.SQ.710.275
Component	FY10	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Funding Agency
EEP (PAVED)									Caltrans
PSSE									
R/W SUP(CT)									
CON SUP(CT)									
R/W	200							200	
CON		18,433						18,433	
TOTAL	200	18,433						18,633	
Proposed Funding									Notes
EEP (PAVED)									
PSSE	2,045							2,045	
R/W SUP(CT)									
CON SUP(CT)									
R/W	5,445							5,445	
CON		18,433						18,433	
TOTAL	7,490	18,433						25,923	

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST
 DTP-0001 (REV. 04/11)

Date: 10/02/12

00	SBD			1141	55.4
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 (PASED)								453	Colton, City of
PSSE								174	
RAW SUP(CT)									
CON SUP(CT)									
RAW									
CON									
TOTAL	554	554						554	
Proposed Funding								Notes	
ESP (PASED)									
PSSE	453							453	
RAW SUP(CT)									
CON SUP(CT)									
RAW	776							776	
CON		4,029						4,029	
TOTAL	1,229	4,029						5,258	

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 (PASED)									San Bernardino Associated Govern
PSSE									
RAW SUP(CT)									
CON SUP(CT)									
RAW									
CON		5,397						5,397	
TOTAL		5,397						5,397	
Proposed Funding								Notes	
ESP (PASED)									
PSSE	1,127							1,127	
RAW SUP(CT)									
CON SUP(CT)									
RAW	199							199	
CON									
TOTAL	1,326							1,326	

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 (PASED)									San Bernardino Associated Govern
PSSE									
RAW SUP(CT)									
CON SUP(CT)									
RAW									
CON									
TOTAL									
Proposed Funding								Notes	
ESP (PASED)									
PSSE									
RAW SUP(CT)									
CON SUP(CT)									
RAW									
CON									
TOTAL									

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 PROJECT PROGRAMMING REQUEST
 DTP-C001 (REV. 6/11)

Date: 10/02/12

District	County	Route	EV	Project ID	PPM#	TCRP No.
08	SBD				1141	554
Project Title: Laurel Street Grade Separation						

Fund No. 6: Private Funds		Existing Funding							Program Code
Component	Prior	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Funding Agency
ESP (PASSED)									
PSSE									
R/W S/P (CT)									
CON S/P (CT)									
R/W									
CON									
TOTAL									
Fund No. 6: Private Funds		Proposed Funding							Notes
Component	Prior	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Funding Agency
ESP (PASSED)									
PSSE	463							463	
R/W S/P (CT)									
CON S/P (CT)									
R/W	780							780	
CON		4,045						4,045	
TOTAL	1,243	4,045						5,288	
Notes: BNSF RR contribution will be paid at the end of construction									

Fund No. 7: Private Fund		Existing Funding							Program Code
Component	Prior	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Funding Agency
ESP (PASSED)									
PSSE									
R/W S/P (CT)									
CON S/P (CT)									
R/W									
CON									
TOTAL									
Fund No. 7: Private Fund		Proposed Funding							Notes
Component	Prior	12/13	13/14	14/15	15/16	16/17	17/18+	Total	Funding Agency
ESP (PASSED)									
PSSE	359							359	
R/W S/P (CT)									
CON S/P (CT)									
R/W	801							801	
CON		3,115						3,115	
TOTAL	1,160	3,115						4,275	
Notes: UPRR contribution will be paid in ROW and construction phase									



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

Minute Action

AGENDA ITEM: 25

Date: December 5, 2012

Subject: I-15/I-215 Devore Interchange – Corridor Mobility Improvement Account Baseline Agreement

- Recommendation:**
1. Approve the Corridor Mobility Improvement Account Baseline Agreement C13075 with the California Transportation Commission and California Department of Transportation for the I-15/I-215 Devore Interchange Improvement Project.
 2. Authorize the Executive Director to execute the Agreement including any changes that may be necessary following California Transportation Commission staff review and determination of final allocation amount of Corridor Mobility Improvement Account funds. Should any policy issues arise, the Executive Director will consult with Board Officers.

Background: At the September 2012 California Transportation Commission (CTC) meeting, the Commission approved a plan to ensure all available Proposition 1B Corridor Mobility Improvement Account (CMIA) funds would be allocated to projects meeting the December 31, 2012, deadline for construction contract award.

*Approved
 Board of Directors*

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

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

Check all that apply.

BRD1212a-az

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared Documents/C13075.doc>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13075%20Exhibit%20A.xlsx>

As the Devore Interchange Improvement Project met both the CMIA eligibility requirements and the December 31, 2012, timeframe, it was recommended that a portion of the available CMIA savings be applied to the Devore Interchange Improvement Project with the understanding that an equal amount of previously allocated State Highway Operation and Protection Program (SHOPP) funds would be deallocated from the project for use on other State projects.

At this time, it is estimated that \$53,473,000 of CMIA funds will be allocated at the December 5, 2012, CTC meeting to the Devore Interchange Project. As the CTC is still recognizing savings from other CMIA projects going through the construction contract award process, it is expected the actual amount of CMIA allocated to the Devore Interchange Project will change.

Approval of Recommendation No. 1 satisfies the requirement that a Baseline Agreement with one of the Project Sponsors be executed prior to the CTC allocation of CMIA funds. Approval of Recommendation No. 2 will allow the Baseline Agreement to be updated to reflect the final amount of CMIA funds allocated by the CTC prior to the December 31, 2012 deadline.

Financial Impact: This item does not impact the FY 2012/2013 budget. As the State is the lead on the construction phase of the Project, the SHOPP funds and CMIA funds are not included in the SANBAG budget.

Reviewed By: This item was reviewed and recommended for approval by the General Policy Committee on November 14, 2012. SANBAG General Counsel and Contract Administrator have reviewed this item and the Agreement.

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



CONTRACT SUMMARY SHEET

Contract No. C 13075 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and California Dept. of Transportation and CTC

Contract Description Devore CMIA Baseline Agreement

Board of Director's Meeting Date: 12/5/12
Overview of BOD Action: Approve baseline agreement utilizing Corridor Mobility Improvement Account (CMIA) funding for the Devore design-build project

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 12/5/12	Current Contract Expiration Date 12/5/17	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0880.

A Budget Amendment is required.

How are we funding current FY?

Federal Funds State Funds Local Funds TDA Funds Measure I Funds

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

This agreement allows use of CMIA funds on the project. These funds will be self-reimbursed by Caltrans

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

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

Gary Cohen

 Task Manager (Print Name)

DEWITT SAYLOR

 Project Manager (Print Name)

Jeffery Hill

 Contracts Administrator (Print Name)

W STANWREN

 Chief Financial Officer (Print Name)

Andrea Zureick

 Director of Fund Administration & Programming

Gary Cohen 11/8/12

 Signature Date

DeWitt Saylor 11/8/12

 Signature Date

Jeffery Hill 11/8/12

 Signature Date

W Stanwren 11/8/12

 Signature Date

Andrea Zureick 11/8/12

 Signature Date

Detail Contract Summary Sheet

Detail Contract Information (Provided by Project Manager)

Complete this form in conjunction with the Contract Summary Sheet for this Contract.

Finance Contract Summary Sheet

Contract No: C13075 Amendment No. _____ Vendor No. 00450
 Vendor/Customer Name: _____ Caltrans and the California Transportation Commission
 Contract Description: _____ Devore CMIA Baseline Agreement
 List Any Related SANBAG Contracts Numbers: _____
 Other Agency Contract Nos.: _____ Contract Expiration Date: 12/05/2017

Contract Management: Payable/Miscellaneous

Invoice Warning: 20% Renewals: _____ Contract Type: other contracts

Retention: _____ % Max Retention to be held: _____

Construction A & E Services Other Professional Services Intergovernmental/MOU/COOP

Budget Authority for Current Fiscal Year

Approved Budget Authority: Fiscal year 12/13 Amount \$ _____

GL	Fund Source Description	Fund	Program	Project	Object	Amount
Expense				0880		\$ -
						\$ -
						\$ -

Project String (If applicable)	Project	Level 1	Level 2	Object	Amount
	0880				\$ -
					\$ -
					\$ -

Contract Management: Receivable

E-76 Date _____ (Attach Copy if Available) Program Supplement No.: _____

Finance Letter Reversion Date: _____ EA No.: _____

All of the above MUST be submitted to FINANCE. Including Originals, Amendments & Misc transaction changes

Contract Details : Allocate the Total Contract or Current Amendment Amount by funding string

GL	Billing Category (Finance Use Only)	Fund Source Description	Fund	Program	Project	Revenue	Amount
Revenue							\$ -
							\$ -
							\$ -

Revenue Project String (If applicable)	Project	Fund	Level 2	Revenue	Amount
					\$ -
					\$ -
					\$ -

Notes:

This agreement is to allow Caltrans to self reimburse CMIA funding for the Devore design-build project

Finance Reviews

A/P Review (Initials): _____ A/R Review (Initials): ME 11/8/12 CFO Review (Initials): [Signature]

(Finance Use Only) Supplemental No.: _____ (Finance Use Only) Z Contract No.: _____

Reviewed by Director of Fund Administration & Programming

Signature Andrew Guicir Date 11/8/12

C13075
CORRIDOR MOBILITY IMPROVEMENT ACCOUNT
PROJECT BASELINE AGREEMENT

1. PARTIES AND DATE

- 1.1** This Project Baseline Agreement (Agreement) for the I-15/I-215 Devore Interchange Project, effective on _____, is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), and the San Bernardino Associated Governments (Project Sponsor), sometimes collectively referred to as the "Parties".

2. RECITAL

- 2.1** Whereas at its December 2012 Meeting, the California Transportation Commission amended the Corridor Mobility Improvement Account Program and included in this program of projects the I-15/I-215 Devore Interchange Project. The parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form, as the baseline for project monitoring by the California Transportation Commission. The undersigned Project Sponsor certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

3. GENERAL PROVISIONS

The Project Sponsor and Caltrans agree to abide by the following provisions:

- 3.1** To meet the requirements of Government Code Section 8879.23(c)(1), as added by Proposition 1B, and to Government Code Section 8879.50, as enacted through implementing legislation in 2007 (Senate Bill 88 and Assembly Bill 193).
- 3.2** To adhere to the provisions of the California Transportation Commission Resolution CMIA-P-0910-01, "Adoption of Amendment to the Corridor Mobility Account Program," dated May 19, 2010.
- 3.3** To adhere to the California Transportation Commission's Corridor Mobility Account Guidelines.
- 3.4** To adhere to the California Transportation Commission's Accountability Implementation Plan and policies, and program and baseline amendment processes.
- 3.5** The Sponsoring Agency agrees to secure funds for any additional costs of the project. Any change to the funding commitments outlined in this agreement requires an amendment.

- 3.6 To report to the California Transportation Commission on a quarterly basis on the progress made toward the implementation of the project, including scope, cost, and schedule.
- 3.7 To maintain and make available to the California Transportation Commission and/or its designated representative, all work related documents, including engineering and financial data, during the course of the project and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 3.8 The California Transportation Commission and/or its designated representative, has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Sponsoring Agency, and any subconsultants at any time during the course of the project and for four years from the date of the final closeout of the project. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

4. SPECIFIC PROVISIONS AND CONDITIONS

4.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

**SIGNATURE PAGE
TO
CORRIDOR MOBILITY IMPROVEMENT ACCOUNT
PROJECT BASELINE AGREEMENT**

Raymond W. Wolfe, PhD **Date**
Executive Director
SANBAG

Malcolm Dougherty **Date**
Director
California Department of Transportation

Bimla G. Rhinehart
Executive Director
California Transportation Commission

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 2/10)

General Instructions

<input checked="" type="checkbox"/> New Project		<input type="checkbox"/> Amendment (Existing Project)		Date: 11/05/12	
Caltrans District: 08		EA: OK710		PPNO: 0170M	
				MPO ID: 20061201	
County: SBD		Route/Corridor: 15		PM Bk: 14.0	
				PM Ahd: 16.0	
				Project Sponsor/Lead Agency: San Bernardino Associated Governments(SANBAG)	
				MPO: SCAG	
				Element: CO	
Project Mgr/Contact: Raghuram Radhakrishnan		Phone: 909-383-6288		E-mail Address: raghuram_radhakrishnan@dot.ca.gov	
Project Title					
I-15/I-215 Devore Interchange Project					
Location, Project Limits, Description, Scope of Work, Legislative Description					
In San Bernardino County at and near the I-15/I-215 interchange. Construct one lane in each direction on I-15 from Glen Helen Parkway through the Interchange, reconfigure interchange and add truck bypass lanes					
Component		Implementing Agency			Reimbursement
PA&ED		San Bernardino Associated Governments (SANBAG)			
PS&E		Caltrans			
Right of Way		San Bernardino Associated Governments (SANBAG)			
Construction		Caltrans			
Legislative Districts					
Assembly: 59,63		Senate: 31,32			
Congressional: 26,41,43					
Project and Need					
The I-15 corridor is the main transportation connection between the Los Angeles metropolitan area and the high desert, Las Vegas, Rocky Mountain and the Midwest. It is also an important link to Riverside and San Diego counties to the south. The I-15 Corridor is experiencing serious performance problems due to a number of interrelated factors. These factors include higher than average truck volumes (ten to fifteen percent of the total traffic), roadway design limitations particularly at the Devore Interchange, heavy traffic demand on both weekends and weekdays, as well as a lack of alternative travel options of sufficient quality.					
Project Benefits					
1. Hours of Daily Vehicle Hours of Delay Saved = 4,196					
2. Minutes of Daily Peak Duration Person-Minutes Saved =24,167					
Corridor System Management Plan - Lead Agency = Caltrans					
Corridor System Management Plan - Plan Adoption Date = (TBD)					
Corridor System Management Plan - Plan Implementation Date = (TBD)					
Project Milestones					Proposed
Project Study Report Approved					
Begin Environmental (PA&ED) Phase					
Circulate Draft Environmental Document					Document Type: ND/FONSI
Draft Project Report					
End Environmental Phase (PA&ED Milestone)					
Begin Design (PS&E) Phase					11/15/12
End Design Phase (Ready to List for Advertisement Milestone)					
Begin Right of Way Phase					03/01/12
End Right of Way Phase (Right of Way Certification Milestone)					04/30/14
Begin Construction Phase (Contract Award Milestone)					11/15/12
End Construction Phase (Construction Contract Acceptance Milestone)					03/25/16
Begin Closeout Phase					03/25/16
End Closeout Phase (Closeout Report)					02/28/19

ADA Notice

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C13075 - EXHIBIT A

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
PROJECT PROGRAMMING REQUEST
 DTP-0001 (REV. 2/10)

Date: 11/05/12

County	CT District	PPNO	TCRP Project No.	EA
SBD	08	0170M	0	OK710
Project Title: I-15/I-215 Devore Interchange Project				

Component	Proposed Total Project Cost								Notes
	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	
E&P (PA&ED)	10,226	0	0	0	0	0	0	10,226	
PS&E	8,385	0	0	0	0	0	0	8,385	
R/W SUP (CT)	6,250	0	0	0	0	0	0	6,250	
CON SUP (CT)	0	0	0	26,551	0	0	0	26,551	
R/W	44,813	0	0	0	0	0	0	44,813	
CON	0	0	0	228,328	0	0	0	228,328	
TOTAL	71,264	0	0	254,879	0	0	0	326,143	

Fund No. 1:	RIP- National Hwy System (NH)								Program Code
Proposed Funding									20.10.075.600, 20.20.075.600
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)									SANBAG
PS&E									\$18594 CON voted 08/22/12
R/W SUP (CT)									
CON SUP (CT)				26,551				26,551	
R/W									
CON				18,594				18,594	
TOTAL	0	0	0	45,145	0	0	0	45,145	

Fund No. 2:	Other State - National Hwy System (NH)								Program Code
Proposed Funding									20.20.201.310
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	Caltrans
PS&E	0	0	0	0	0	0	0	0	Current SHOPP allocation of \$137m is being reduce by \$53m of CMA (see Fund No. 8 below)
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	84,135	0	0	0	84,135	
TOTAL	0	0	0	84,135	0	0	0	84,135	

Fund No. 3:	Federal Lands Highway Program: FLHP								Program Code
Proposed Funding									20.20.400.300
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	SANBAG
PS&E	0	0	0	0	0	0	0	0	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	2,000	0	0	0	2,000	
TOTAL	0	0	0	2,000	0	0	0	2,000	

Fund No. 4:	RSTP - STP Local (STPL)								Program Code
Proposed Funding									20.30.010.810
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency
E&P (PA&ED)	0	0	0	0	0	0	0	0	SANBAG
PS&E	6,385	0	0	0	0	0	0	6,385	
R/W SUP (CT)	0	0	0	0	0	0	0	0	
CON SUP (CT)	0	0	0	0	0	0	0	0	
R/W	0	0	0	0	0	0	0	0	
CON	0	0	0	59,323	0	0	0	59,323	
TOTAL	6,385	0	0	59,323	0	0	0	65,708	

C13075 - EXHIBIT A

Fund No. 5:		Local Funds - Local Measure (MEA)							Program Code	
		Proposed Funding							20.10.400.100, 20.20.400.100	
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency	
E&P (PA&ED)	10,295	0	0	0	0	0	0	10,295	SANBAG	
PS&E	195	0	0	0	0	0	0	195		
R/W SUP (CT)	6,288	0	0	0	0	0	0	6,288		
CON SUP (CT)	0	0	0	400	0	0	0	400		
R/W	41,801	0	0	0	0	0	0	41,801		
CON	0	0	0	4,682	0	0	0	4,682		
TOTAL	58,579	0	0	5,082	0	0	0	63,661		

Fund No. 6:		Federal IMD							Program Code	
		Proposed Funding							20.20.400.300	
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency	
E&P (PA&ED)	0	0	0	0	0	0	0	0	SANBAG	
PS&E	0	0	0	0	0	0	0	0		
R/W SUP (CT)	0	0	0	0	0	0	0	0		
CON SUP (CT)	0	0	0	0	0	0	0	0		
R/W	0	0	0	0	0	0	0	0		
CON	0	0	0	3,341	0	0	0	3,341		
TOTAL	0	0	0	3,341	0	0	0	3,341		

Fund No. 7:		Private Funds- Utility Co.							Program Code	
		Proposed Funding								
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency	
E&P (PA&ED)	0	0	0	0	0	0	0	0		
PS&E	0	0	0	0	0	0	0	0		
R/W SUP (CT)	0	0	0	0	0	0	0	0		
CON SUP (CT)	0	0	0	0	0	0	0	0		
R/W	7,017	0	0	0	0	0	0	7,017		
CON	0	0	0	0	0	0	0	0		
TOTAL	7,017	0	0	0	0	0	0	7,017		

Fund No. 8:		Corridor Mobility Improvement Account Funds							Program Code	
		Proposed Funding								
Component	Prior	10/11	11/12	12/13	13/14	14/15	15/16+	Total	Funding Agency	
E&P (PA&ED)	0	0	0	0	0	0	0	0		
PS&E	0	0	0	0	0	0	0	0		
R/W SUP (CT)	0	0	0	0	0	0	0	0		
CON SUP (CT)	0	0	0	0	0	0	0	0		
R/W	0	0	0	0	0	0	0	0		
CON	0	0	0	53,473	0	0	0	53,473		
TOTAL	0	0	0	53,473	0	0	0	53,473		



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

Minute Action

AGENDA ITEM: 26

Date: December 5, 2012

Subject: Congestion Mitigation and Air Quality Allocation Plan for the SANBAG Ten-Year Delivery Plan

- Recommendation:***
1. Allocate Congestion Mitigation and Air Quality funds in the amount of \$38,540,075 from Fiscal Year 2010/2011 through Fiscal Year 2019/2020 for the SANBAG-sponsored regional rideshare and signal coordination programs.
 2. Allocate Congestion Mitigation and Air Quality funds in the amount of \$73,803,140 from Fiscal Year 2010/2011 through Fiscal Year 2019/2020 for ongoing transit needs as follows and subject to inclusion in the Short Range Transit Plans:
 - a. Morongo Basin Transit Authority in the amount of \$2,908,783
 - b. Omnitrans in the amount of \$60,866,707
 - c. Victor Valley Transit Authority in the amount of \$5,838,090
 - d. Mountain Area Regional Transportation Authority in the amount of \$2,311,628
 - e. Barstow Area Transit in the amount of \$1,877,932

Background: It is SANBAG policy to allocate Congestion Mitigation and Air Quality (CMAQ) funds to projects and project categories in the following priority order:

*

Approved
General Policy Committee

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

- 1) Regional Programs, such as rideshare activities and signal coordination
- 2) Transit capital projects and start-up operating expenses
- 3) Eligible highway and arterial projects

During development of the SANBAG Ten-Year Delivery Plan (Delivery Plan), there were several discussions in SANBAG Board workshops concerning the use of CMAQ funds that resulted in consensus on project priorities and CMAQ fund amounts necessary to meet those priority project needs. However, because of the nature of the information contained in the Delivery Plan, not all of these priorities were explicitly included in the printed document. The comprehensive list of projects and CMAQ amounts that were approved during the development of the Delivery Plan is included in Attachment 1. Staff recommends that the SANBAG Board take action to formally allocate CMAQ funds to the projects that were not explicitly listed in the Delivery Plan, as listed in Recommendations 1 and 2, so that project sponsors can develop their project plans accordingly.

It is important to note that this allocation plan assumes continuation of the CMAQ program at current funding levels through Fiscal Year 2019/2020. The CMAQ program is currently only authorized through the expiration of MAP-21 on September 30, 2014.

- Financial Impact:** This item imposes no impact on the Fiscal Year 2012/2013 budget.
- Reviewed By:** This item was reviewed and unanimously recommended for approval by the General Policy Committee on November 14, 2012.
- Responsible Staff:** Andrea Zureick, Director of Fund Administration and Programming

ATTACHMENT 1
Congestion Mitigation and Air Quality Funding Allocation Priorities Identified in SANBAG Ten-Year Delivery Plan

Allocation Priorities	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY16/17	FY17/18	FY18/19	FY19/20	Total
Regional Rideshare Programs - Valley	\$ 2,035,000	\$ 2,035,000	\$ 2,035,000	\$ 2,035,000	\$ 2,035,000	\$ 2,035,000	\$ 2,035,000	\$ 2,035,000	\$ 2,035,000	\$ 2,035,000	\$ 20,350,000
Regional Rideshare Programs - Mountain/Desert	\$ 1,556,000	\$ 1,590,575	\$ 1,630,225	\$ 1,671,400	\$ 1,712,575	\$ 1,755,275	\$ 1,799,500	\$ 1,845,250	\$ 1,891,000	\$ 1,938,275	\$ 17,390,075
Signal Coordination Program		\$ 800,000									\$ 800,000
Ongoing Transit needs	\$ 12,407,000	\$ 6,449,316	\$ 5,098,501	\$ 6,015,088	\$ 5,251,455	\$ 5,790,592	\$ 8,382,820	\$ 6,664,496	\$ 6,941,071	\$ 10,802,801	\$ 73,803,140
<i>Morongo Basin Transit Authority</i>	\$ 1,200,000	\$ 85,540		\$ 311,764		\$ 250,820	\$ 611,252	\$ 241,244	\$ 98,751	\$ 109,412	\$ 2,908,783
<i>Omnitrans</i>	\$ 9,900,000	\$ 5,601,058	\$ 4,523,926	\$ 5,197,506	\$ 5,152,215	\$ 5,183,975	\$ 6,657,705	\$ 5,562,048	\$ 5,465,298	\$ 7,622,976	\$ 60,866,707
<i>Victor Valley Transit Authority</i>	\$ 1,307,000	\$ 370,644		\$ 162,098		\$ 86,067		\$ 747,707	\$ 1,092,801	\$ 2,071,773	\$ 5,838,090
<i>Mountain Area Regional Transit Authority</i>		\$ 392,074	\$ 434,824			\$ 269,730	\$ 647,429			\$ 567,571	\$ 2,311,628
<i>Barstow Area Transit</i>			\$ 139,751	\$ 343,720	\$ 99,240		\$ 466,434	\$ 113,497	\$ 284,221	\$ 431,069	\$ 1,877,932
Metrolink First Mile Extension			\$ 10,306,234								\$ 10,306,234
Redlands Rail						\$ 40,866,000					\$ 40,866,000
I-215 Bi-County HOV Gap Closure		\$ 14,968,000	\$ 19,882,000								\$ 34,850,000
I-10 HOT All OR						\$ 41,134,000					\$ 41,134,000
I-10 HOV All						\$ 46,134,000					\$ 46,134,000
I-10/Citrus Avenue Interchange	\$ 2,500,000										\$ 2,500,000
Palm Grade Separation	\$ 4,300,000										\$ 4,300,000

**DISCUSSION
ITEMS**



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

Minute Action

AGENDA ITEM: 28

Date: December 5, 2012

Subject: Notice of Appointments to and Vacancies on SANBAG Policy Committees, SCAG Committees and External Agencies

- Recommendation:***
- 1) Note Presidential re-appointment of Pete Aguilar, City of Redlands; and Richard Riddell, City of Yucaipa to the SANBAG Commuter Rail and Transit Committee.
 - 2) Note Presidential re-appointment of Paul Eaton, City of Montclair to the Alameda Corridor-East Construction Authority.
 - 3) Note Presidential Appointment of Mike Leonard, City of Hesperia to the Inland Empire Economic Partnership. This is a new position and it is being proposed that it always be filled by the SANBAG Vice President.
 - 4) Note Presidential appointment of Alan Wapner, City of Ontario to the Metro Gold Line Foothill Extension Construction Authority. This is a new position created by the passage of AB 1600.
 - 5) Approve the re-appointment of Ed Graham, City of Chino Hills to the Mobile Source Air Pollution Reduction Committee (MSRC) Alternate Member.
 - 6) Approve the re-appointment of Ed Graham, City of Chino Hills to the State Route 91 Advisory Committee.

*Approved
Board of Directors*

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

BRD1212b-dab

<http://portal.sanbag.ca.gov/mgmt/Intranet/Shared%20Documents/SANBAG%20Policy%20Committee%20Membership.docx>

<http://portal.sanbag.ca.gov/mgmt/Intranet/Shared%20Documents/SANBAG%20Appointments%20to%20External%20Agencies.docx>

7) Note the following vacancies and request Board Members to express their interest in serving to the Board President for the following:

- SANBAG Commuter Rail and Transit Committee
- Metro Gold Line Foothill Extension Construction Authority – Alternate Member
- Metro Gold Line Phase II JPA – Alternate Member
- Mobile Source Air Pollution Reduction Committee (MSRC)
- SCAG Community, Economic and Human Development Committee
- SCAG Energy and Environment Committee
- SCAG Transportation Committee

Background:

SANBAG Committee Appointments

- 1) **Commuter Rail and Transit Committee** - In accordance with SANBAG Policy 10001, the SANBAG President is authorized to appoint members of the Board of Directors to the Commuter Rail and Transit Committee. All Presidential appointments are announced at the SANBAG Board of Directors meeting immediately following the appointments to advise the Board of Directors on the status of SANBAG committee membership.

Board President Janice Rutherford has re-appointed Pete Aguilar, City of Redlands; and Richard Riddell, City of Yucaipa to the SANBAG Commuter Rail and Transit Committee with terms expiring December 31, 2014.

Outside Agency Appointments

- 2) **Alameda Corridor-East Construction Authority** - The SANBAG President is authorized to appoint a primary and alternate member to the Alameda Corridor – East Construction Authority. The positions are ex-officio. The Alameda Corridor – East Construction Authority addresses issues related to the construction of a transportation/goods movement corridor from Los Angeles County into San Bernardino County.

Board President Janice Rutherford has re-appointed Paul Eaton, City of Montclair, as the primary member to the Authority with a term expiring on December 31, 2014.

- 3) **Inland Empire Economic Partnership (IEEP)** - SANBAG recently rejoined the IEEP at a level that entitles SANBAG to a seat on the IEEP Board. The IEEP is a partnership that includes business, government, and academic leaders to develop and carry out initiatives to benefit the region.

Board President Janice Rutherford has appointed Mike Leonard, City of Hesperia and SANBAG Vice President to this position. It is recommended that the practice be established for this appointment to always go to the SANBAG Vice President.

- 4) **Metro Gold Line Foothill Extension Construction Authority** – The passage of AB 1600 authorized the SANBAG Board President to appoint a primary and alternate member to the Metro Gold Line Foothill Extension Construction Authority. This Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County.

Board President Janice Rutherford has appointed Alan Wapner, City of Ontario, as the primary member to the Authority with a term expiring on December 31, 2016.

- 5) **Mobile Source Air Pollution Reduction Committee (MSRC)** – The SANBAG Board of Directors, as the County Transportation Commission, is authorized to appoint one primary and one alternate member to the MSRC. The MSRC develops and implements work programs to reduce air pollution from mobile sources and is funded by a portion of the motor vehicle registration fee.

It is recommended that the Board of Directors re-appoint Ed Graham, City of Chino Hills, as the alternate member to the MSRC with a term expiring December 31, 2014.

- 6) **SR 91 Advisory Committee** - The SANBAG Board of Directors, as the County Transportation Commission, is authorized to appoint one ex-officio member to the SR 91 Advisory Committee that makes recommendations to the Orange County Transportation Authority on the tolls and operations of the SR 91.

It is recommended that the Board of Directors re-appoint Ed Graham, City of Chino Hills, to this Committee with a term expiring December 31, 2014.

Vacancies

- 7) SANBAG has a number of vacancies available with outside agencies and on the Commuter Rail and Transit Committee for interested Board Members. Board Members should make their interest known to the SANBAG Board President. The vacancies are with the following:

- a. **SANBAG Commuter Rail and Transit Committee** – This is the standing committee of the SANBAG Board of Directors to discuss and provide recommendation on transit and rail operations in our region.
- b. **Metro Gold Line Foothill Extension Construction Authority (Alternate Member)** - The passage of AB 1600 authorized the SANBAG Board President to appoint a primary and alternate member to the Metro Gold Line Foothill Extension Construction Authority. This Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County.
- c. **Metro Gold Line Phase II JPA (Alternate Member)** – This Authority was formed by the 13 cities along the Gold Line route, LA Metro and SANBAG. The Board of Directors makes this appointment. It is the forum for the review, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair.
- d. **Mobile Source Air Pollution Reduction Committee (MSRC)** - The SANBAG Board of Directors, as the County Transportation Commission, is authorized to appoint one primary and one alternate member to the MSRC. The MSRC develops and implements work programs to reduce air pollution from mobile sources and is funded by a portion of the motor vehicle registration fee.
- e. **SCAG Community, Economic and Human Development Committee** – This committee provides policy recommendations to the SCAG Regional Council on subjects such as housing, land use, employment, economic and community development.
- f. **SCAG Energy and Environment Committee** – This committee provides policy recommendations to the SCAG Regional Council on subjects such as natural resources conservation, air quality, water quality, energy conservation, and reviews the Environmental Impact Report of the Regional Comprehensive Plan.
- g. **SCAG Transportation Committee** – This committee provides policy recommendations to the SCAG Regional Council on subjects such as goods movement, utility development plans, and transportation plans.

Financial Impact: This item is consistent with the adopted SANBAG budget.

Reviewed By: This item has not received prior policy or technical advisory committee review.

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



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

Minute Action

AGENDA ITEM: 29

Date: December 5, 2012

Subject: Presentation by Dr. G. Richard Olds, Vice Chancellor Health Affairs and Dean of the UC Riverside Medical School on the Regional Impact of the New Medical School

Recommendation:* Receive and file the presentation.

Background: This region of California has the lowest supply of physicians per capita than any other region of the state, according to the California HealthCare Foundation. Our region also has other critical health care needs and our residents trail behind other regions of the state in key indicators of health and wellness.

For a number of years, the University of California Riverside (UCR) and leaders in the community have sought to establish a medical school to serve our community. That vision took a leap forward when the national accreditation body for medical schools gave UCR preliminary accreditation. The UCR medical School is now scheduled to admit its inaugural class in August 2013.

The establishment of the medical school will have many positive impacts for our region. Dr. G. Richard Olds, Vice Chancellor of Health Affairs and Dean of the Medical School will present information to the Board on the need for and the potential benefits of the UCR Medical School.

*

Approved
 Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	
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Check all that apply.
 BRD1212a-dab

Financial Impact: This item will have no financial impact.

Reviewed By: This item has not received prior review by any Policy or Technical Advisory Committee.

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

Attachment 1



FACT SHEET

Mission: The mission of the UCR School of Medicine is to improve the health of the people of California and, especially, to serve Inland Southern California by training a diverse workforce of physicians and by developing innovative research and health care delivery programs that will improve the health of the medically underserved in the region and become models to be emulated throughout the state and nation.

Need: Inland Southern California is vastly under-supplied with respect to physicians:

- This region of California has the lowest supply of physician per capita than any other region of the state, according to the California HealthCare Foundation.
- In primary care specialties alone, many California counties have far fewer than the 60 to 80 primary care physicians per 100,000 people considered sufficient to meet demand:
 - Inland Empire – 40 primary care M.D.s per 100,000
- Latinos/Latinas, African Americans and Native Americans are vastly underrepresented in the physician workforce. In the Inland Empire, more than 45% of the population is Latino, compared to just 5% of the physicians in the region.
- Inland Southern California also faces a dire health situation, trailing behind much of the state in several key health indicators and outcomes, including coronary heart disease and diabetes.

Status: The medical school has received preliminary accreditation from the Liaison Committee for Medical Education (LCME), the national accrediting body for allopathic (M.D.-granting) medical schools. Preliminary accreditation enables the School of Medicine to begin recruiting students to enroll an inaugural class in August 2013.

Vision: To meet the region's workforce needs and improve the health of the population, the School of Medicine will capitalize on UCR's nationally recognized diversity and the ethnic diversity of the region by expanding the educational pipeline into medicine. The medical school will develop a program of ambulatory-based, patient-centered medical home-oriented physician training focused on wellness and preventive care.

The school will also expand UCR's strength in basic health sciences research to include building research expertise in population health and health outcomes. Through its research, the medical school will address specific health care challenges within Inland Southern California, serving as a catalyst for community-based participatory research leading to innovations in population health, preventive care, and health outcomes.

Foundation: UCR is building its medical school from a long history of training physicians in partnership with UCLA's David Geffen School of Medicine. The UCR/UCLA Thomas Haider Program in Biomedical Sciences currently educates 24 first-year and 24 second-year Haider Program medical students as well as 4 first-year and 4 second-year UCLA/UCR PRIME medical students. Operating for more than 30 years, this partnership with the UCLA School of Medicine has produced more than 700 physicians.

Features: Studies show that that the two primary determinants of where a physician practices are where he or she grew up and where he or she finished residency training. The UCR School of Medicine will capitalize on both of these major drivers. The school will selectively recruit students from Inland Southern California and develop Graduate Medical Education (residency) programs in primary care and short-supply specialties.

The medical school will also partner with existing health care providers for clinical rotations and residency training, building on the relationships that UCR has already established with the region's health care providers, including:

- Major medical centers such as Riverside County Regional Medical Center, Desert Regional Medical Center, Riverside Community Hospital and Kaiser Permanente Riverside Medical Center;
- Community clinics (Federally Qualified Health Centers, known as FQHCs) and family care clinics operated by the Riverside County Community Health Agency; and
- Multi-specialty group practices, such as Riverside Medical Clinic.

This distributed model of clinical education for medical students and residents has the added educational advantage of providing students experience with diverse patient populations in a variety of health care settings.

Economic Impact:

Every primary care physician in California has an annual economic impact of nearly \$1 million. The White House estimates that each new primary care physician in a rural community generates \$1.5 million in annual revenue and creates 23 jobs. Thus, each new physician who establishes a practice is akin to a new business, creating jobs and generating downstream economic activity through referrals for diagnostic tests and specialty medical care.

Information: www.medschool.ucr.edu

Contact: Kathy Barton
kathryn.barton@ucr.edu
(951) 827-4598

**AGENCY
REPORTS**



REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Gwenn Norton-Perry, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's meeting on October 18, 2012. The MSRC's next regularly scheduled meeting is Thursday, November 15, 2012, at 2:00 p.m. in Conference Room CC8.

Approves Minutes

At its October 18, 2012 meeting, the MSRC unanimously approved the minutes from its August 16, 2012 meeting.

Additional Funds for Alternative Fuel School Buses

The MSRC allocated \$1.5 million under the FY 2011-12 Work Program to continue its Alternative Fuel School Bus Incentives Program, providing incentives ranging from \$15,000 to \$45,000 per bus, depending on model. School bus models qualified under the FY 2010-11 Program remain qualified under the FY 2011-12 Program, and their vendors' contracts remain open until December 31, 2012. At its October 16, 2012 meeting, the MSRC approved a request from A-Z Bus Sales for a \$435,000 funding augmentation to fulfill an order for 3 CNG and 12 propane buses from Tumbleweed Transportation, a private pupil transportation provider. The MSRC also approved a three-month contractual term extension through March 31, 2013, to ensure the buses would be delivered and placed into service before A-Z's contract terminated. After this contract augmentation, \$75,000 still remains allocated in the FY 2011-12 Work Program for alternative fuel school bus incentives. This item will be considered by the AQMD Board at its November 2, 2012 meeting.

Additional Award under Local Government Match Program

As part of the FY 2011-12 Work Program, the MSRC allocated \$6.5 million to fund alternative fuel and infrastructure projects as well as Coachella Valley regional street sweeping under the Local Government Match Program. Earlier this year the MSRC awarded \$5,465,926 to fund 31 applications. However, it was subsequently discovered that a portion of the City of Manhattan Beach's application was overlooked by staff and

not included during initial funding consideration. The MSRC's Technical Advisory Committee considered the additional item and found it met all program requirements. Staff also noted that it would have been approved for funding along with the other applications, but since the program was closed all unallocated funds have been returned to the AB 2766 Discretionary Fund. At its October 18, 2012 meeting, the MSRC unanimously approved an award in the amount of \$15,202, using monies from the unallocated fund balance, to the City of Manhattan Beach for the installation of electric vehicle charging equipment. This award will be considered by the AQMD Board at its November 2, 2012 meeting.

Farewell to Gwenn Norton-Perry

After nearly 20 years of service on the MSRC, representing the San Bernardino Associated Governments, Chino Hills Councilmember Gwenn Norton-Perry departed the MSRC. At its October 18, 2012 meeting, the MSRC presented a plaque to Ms. Norton-Perry expressing their gratitude for her service. Barry Wallerstein similarly expressed the AQMD's appreciation for her years of public service both to the MSRC and the public who breathe a little easier because of her dedication and commitment to reducing mobile source emissions and cleaning the air. The AQMD Board will recognize Ms. Norton-Perry with a commendation at its November 2, 2012 meeting.

Contract Modification Requests

The MSRC considered three contract modification requests and took the following unanimous actions:

1. For City of Riverside Contract #ML09013, which provides \$144,470 to perform signal synchronization on Alessandro Blvd., approval of an eight-month contractual term extension;
2. For City of Riverside Contract #ML09014, which provides \$113,030 to perform signal synchronization on Magnolia Avenue, approval of an eight-month contractual term extension; and
3. For City of Riverside Contract #ML09015, which provides \$80,060 to perform signal synchronization on Van Buren Blvd., approval of an eight-month contractual term extension.

Contracts Administrator's Report

The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2003-04 through the present.

**ADDITIONAL
INFORMATION**

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa) District 7 (San Bernardino, Highland) District 8 (Rialto, Fontana) District 9 (Rancho Cucamonga, Upland, Montclair) District 10 (Chino, Chino Hills, Ontario) District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley) District 65 (Adelanto, Apple Valley, Hesperia, Victorville) San Bernardino County	J. Harrison L. McCallon D. Robertson P. Eaton E. Graham B. Jahn Vacant (G. Coleman) G. Ovitt	J. Harrison L. McCallon D. Robertson B. Jahn Vacant (G. Coleman)	E. Graham	P. Eaton G. Ovitt
SANBAG Acting as County Transportation Commission	A. Wapner			A. Wapner
SANBAG Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Julie McIntyre Vacant (Mike Leonard) Ray Musser	Diane Williams Vacant (E. Scott)	R. McEachron Vacant (A. Wapner)

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Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years.

Stipend Summary

SCAG Regional Council members receive a \$120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement (\$150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a \$120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 818 West 7th Street, 12th Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation. Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
<p>General Policy Committee Membership consists of the following: SANBAG President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. All Policy Committee and Board Study Session Chairs are included in this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the General Policy Committee.</p>	<p>Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of \$25,000 with notification to the Board of Directors.</p>	<p>Mike Leonard, Hesperia, Vice President (Chair) Janice Rutherford, Supervisor, President (Vice Chair) Larry McCallon, Highland, Past President</p> <p><u>West Valley</u> L. Dennis Michael, Rancho Cucamonga Ed Graham, Chino Hills Dennis Yates, Chino Gary Ovitt, Supervisor</p> <p><u>East Valley</u> Pat Morris, San Bernardino (Chair - CRTC) Richard Riddell, Yucaipa (Chair - MPC) Neil Derry, Supervisor</p> <p><u>Mountain/Desert</u> Julie McIntyre, Barstow (Chair - MDC) Jim Harris, Twentynine Palms Brad Mitzelfelt, Supervisor</p>	<p>6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013</p>
<p>Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.</p>	<p>Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member</p>	<p>Pat Morris, San Bernardino* (Chair) Paul Eaton, Montclair* (Vice Chair) Pete Aguilar, Redlands Neil Derry, Supervisor Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland** L. Dennis Michael, Rancho Cucamonga Ray Musser, Upland Richard Riddell, Yucaipa Alan Wapner, Ontario**</p>	<p>Indeterminate (6/30/2013) Indeterminate (6/30/2013) 12/31/2012 12/31/2012 12/31/2013 12/31/2013 Indeterminate 12/31/2013 12/31/2013 12/31/2012 Indeterminate</p>

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SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Julie McIntyre, Barstow (Chair) Edward Paget, Needles (Vice Chair) Neil Derry, Supervisor Jim Harris, Twentynine Palms George Huntington, Yucca Valley Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Ryan McEachron, Victorville Brad Mitzelfelt, Supervisor Rick Roelle, Apple Valley Janice Rutherford, Supervisor Cari Thomas, Adelanto	Indeterminate (6/30/2013) Indeterminate (6/30/2013) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SANBAG Office
Commuter Rail & Transit Committee	Third Thursday, 12:00 noon, SANBAG Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Apple Valley

NOTE: Policy Committee meetings will not be held in July of each year (effective 9/5/12).

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.	Board of Directors Dick Riddell, Yucapa (Chair) Michael Tahan, Fontana (Vice Chair)	6/30/2013 6/30/2013

Meeting Time: Second Thursday, 9:00 a.m., SANBAG Office

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p>Audit Subcommittee of the Administrative Committee In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.</p>	<p>The responsibilities of the Audit Subcommittee shall be to:</p> <ul style="list-style-type: none"> • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit. 	<p>Audit Subcommittee (for FY 2011-2012 Audit)</p> <ul style="list-style-type: none"> - SANBAG President – Janice Rutherford, Supervisor - Vice President – Mike Leonard, Hesperia - Immediate Past President – Larry McCallon, Highland - Presidential Appointment – Walt Stanckiewicz, Grand Terrace
<p>Ad Hoc Committee on Litigation with San Bernardino County Flood Control District In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development. In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.</p>	<p>Reviews and provides guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.</p>	<p>Pat Morris, San Bernardino, Chair Richard Riddell, Yucaipa Larry McCallon, Highland</p>
<p>Contracting Process In July 2012, the SANBAG Board President appointed this ad hoc committee to strengthen SANBAG's procurement policies and procedures.</p>	<p>Reviews SANBAG's contracting policies and procedures and makes recommendations to improve them.</p>	<p>Michael Tahan, Fontana - Chair Dennis Yates, Chino Alan Wapner, Ontario Walt Stanckiewicz, Grand Terrace Julie McIntyre, Barstow</p>
<p>Bylaws In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's bylaws and recommend changes to strengthen SANBAG's corporate governance</p>	<p>Reviews SANBAG's bylaws and make recommendations to the Board on any necessary changes.</p>	<p>Rhodes "Dusty" Rigsby, Loma Linda - Chair Pat Morris, San Bernardino Mike Leonard, Hesperia Larry McCallon, Highland</p>
<p>Budget Process In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG's budget to elected officials and the general public.</p>	<p>Reviews SANBAG's budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.</p>	<p>Pete Aguilar, Redlands - Chair Kevin Ryan - Principal Transportation Planner, City of Fontana Sam Racadio – Council Member, City of Highland Mike Podegracz, P.E. – City Manager, City of Hesperia</p>

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
<p>Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.</p>	<p>SANBAG's Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.</p>	<p>Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.</p>
<p>City/County Manager's Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.</p>	<p>SANBAG's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.</p>	<p>Meets on the first Thursday of each month at 10:00 AM, at SANBAG.</p>
<p>Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers</p>	<p>Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities: (1) Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4) Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.</p>	<p>Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.</p>
<p>Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.</p>	<p>The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.</p>	<p>Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).</p>

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SANBAG Technical Advisory Committees

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

SANBAG Appointments to External Agencies

SANBAG works closely with not only the County and cities within the County of San Bernardino, but with a number of regional governments that relate to the multiple counties within the Southern California region. Members of the SANBAG Board of Directors frequently take active roles in representing the interests of San Bernardino County on these regional bodies. This participation provides assurance that the unique needs and characteristics of San Bernardino County are taken into consideration as policies are developed which impact this County and its individual local government units. Active participation in regional organizations further promotes the interests of San Bernardino County and secures its appropriate role in the Southern California region.

The following table lists some of the regional bodies upon which SANBAG representatives serve.

Committee	Appointee	Appointing Authority	Purpose	Term
Alameda Corridor-East Construction Authority	Paul Eaton, Montclair, Primary Ex-Officio Julie McIntyre, Barstow, Alternate Ex-Officio	SANBAG President	SANBAG representative serves as ex-officio member of the Authority that addresses issues related to the transportation corridor running from Los Angeles to San Bernardino County. This Authority meets on the fourth Monday of each month at Irwindale City Hall. Members receive a \$100 stipend from the Authority.	12/31/12 12/31/13
Inland Empire Economic Partnership (IEEP)	Vacant	SANBAG President	The IEEP is a partnership that includes business, government and academic leaders to develop and carry out initiatives to benefit the region.	TBD
The Sam and Alfreda L. Maloof Foundation for Arts and Crafts	Janice Rutherford, Supervisor	SANBAG Board of Directors	A non-profit corporation that participates in the preparation of the Conservation Plan and oversees the activities and assets of the Foundation. SANBAG has not authorized payment of stipend for participation.	12/31/13
Metro Gold Line Phase II Joint Powers Authority	Paul Eaton, Montclair, Primary Diane Williams, Rancho Cucamonga, Alternate	SANBAG Board of Directors	The Gold Line Phase II Construction Authority is a joint powers agency formed by thirteen cities along the corridor, LACMTA and SANBAG. THE JPA serves as a forum for the review, consideration, study, development and recommendation of policies and plans for the extension of the Gold Line from Pasadena to Montclair. Members receive \$150 payment from Gold Line Authority for participation.	12/31/13 12/31/12
Metro Gold Line Foothill Extension Construction Authority	Alan Wapner, Ontario, Primary Vacant, Alternate	SANBAG President	The Authority is responsible for the development of a light rail project from the City of Los Angeles into San Bernardino County. The Authority board meets on the second and fourth Wednesday of the month at 7:00 p.m. at the Authority's office in Monrovia. Members receive \$150 for each day spent on Authority business, not to exceed \$600 per month.	12/31/16 12/31/16
Mobile Source Air Pollution Reduction Review Committee	Gwenn Norton-Perry, Chino Hills, Primary Ed Graham, Alternate	SANBAG Board of Directors	Develops and implements work programs which reduce mobile source emissions, funded by AB2766 (portion of the \$4 motor vehicle registration fee). County Commissions, SCAQMD, and ARB have one appointment with alternates. In April 2005, SANBAG authorized a stipend of \$100 per day. The MSRC meets once a month on Thursdays at 1:30 p.m. at South Coast Air Quality Management District in Diamond Bar.	12/31/12 12/31/12
MSRC Technical Advisory Committee	Sean O'Connor, Chino Hills, Primary	SANBAG President	SANBAG has not authorized payment of stipend for participation.	12/31/12

SANBAG Appointments to External Agencies

Committee	Appointee	Appointing Authority	Purpose	Term
One Water One Watershed (OWOW) Steering Committee of the Santa Ana Watershed Project Authority	Patrick Morris, City of San Bernardino	SANBAG Board of Directors	Responsible for developing the integrated Regional Water Management Plan for the Santa Ana River. The term of the appointment is for four years for a city representative from San Bernardino County.	03/01/15
SCAG Policy Committees	See associated table.	The SANBAG Board has authorized the SANBAG President to make appoints to SCAG Policy Committees.	SANBAG, as the CTC, appoints one elected official to serve on SCAG's Transportation and Communications Committee. SANBAG, when acting as a subregional agency, also has authority to make six appointments to the three SCAG Policy Committees; i.e., Community Economic and Human Development, Energy and Environment, and Transportation and Communications. (The mayors of the six SCAG districts in SBCO elect members to the SCAG Regional Council. See attachment.) SCAG pays a fee for service to members for attendance at SCAG Policy Committee meetings.	See associated table.
Southern California Regional Rail Authority	Paul Eaton, Montclair, Primary Patrick Morris, San Bernardino, Primary Larry McCallon, Highland, Alternate Alan Wapner, Ontario, Alternate	SANBAG Board of Directors (Commuter Rail & Transit Committee makes a recommendation.)	SCRRA serves as the governing body for Metrolink, the regional commuter rail system serving the five Southern California Counties. Members receive payment of \$100 per day from SCRRA for participation.	Indefinite
SR 91 Advisory Committee	Ed Graham, City of Chino Hills, Ex-Officio Member	SANBAG Board of Directors	The Committee reviews issues and makes recommendations to OCTA regarding the transportation facilities acquired, including tolls imposed, operations, maintenance, use of toll revenues, and improvements in the area of SR 91 between I-15 and SR 55, including the identification and siting of alternate highways. SANBAG has not authorized payment of stipend for participation.	12/31/12

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This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

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

- Improve cooperative regional planning

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

- Strengthen economic development efforts

- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996