Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

AGENDA
Board of Directors Meeting
February 6, 2013

*****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

Curt Emick, Mayor
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Bill Jahn, Council Member
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Ed Graham, Vice Mayor
City of Chino Hills

Frank Navarro, Council Member
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

Deborah Robertson, Mayor
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 Pro Tem
City of Victorville

Dick Riddell, Council Member
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
February 6, 2013

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

CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN 0160-241-65, Colton, CA 92324
Agency Negotiator: Garry Cohoe
Negotiating parties: Rod Foster, City of Colton
Under Negotiation: Price and terms of payment for fee title Pursuant to Government Code section 54956.8

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN 0160-241-57 & 0160-241-58, Colton, CA 92324
Agency Negotiator: Garry Cohoe
Negotiating parties: Thomas Hayward
Under Negotiation: Price and terms of payment for easements Pursuant to Government Code section 54956.8

** Convene Regular Meeting at 10:30 a.m. **
1170 W. 3rd Street, 1st Floor Lobby, San Bernardino

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

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

I. Pledge of Allegiance
II. Attendance
III. Announcements:
- Calendar of Events (Pg. 17)

IV. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

1. Possible Conflict of Interest Issues for the Board Meeting of February 6, 2013 Pg. 18

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.

Notes/Actions:

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 26.

Administrative Matters

2. Board of Directors Attendance Roster Pg. 23

3. January 2013 Procurement Report Pg. 27

Receive January 2013 Procurement Report. **William Stawarski**

This item was received by the General Policy Committee on January 16, 2013.

4. Summary of Contract and Procurement Activity for 2012 Pg. 30

Receive and File. **Kathleen Murphy-Perez**

This item was received by the General Policy Committee on January 16, 2013. This item has been reviewed by SANBAG's General Counsel and Contract Administrator.

Project Delivery

5. State Route 210 (SR-210) Segment 8 Establish Existing Planting Project Pg. 34

1. Approve Plans, Specifications, and Estimate and authorize the Director of Project Delivery to release Invitation for Bids No. C13089 to obtain bids for the SR-210 Segment 8 Establish Existing Planting Project.

2. Authorize San Bernardino Associated Governments' Staff to proceed directly to the Board of Directors without further consideration by the Metro Valley Study Session for the award of Contract No. C13089 for the SR-210 Segment 8 Establish Existing Planting Project. **Garry Cohoe**

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 January 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the IFB as to form.

Consent Calendar Continued....

Notes/Actions:

Project Delivery (Cont.)

6. Utility Agreements for Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure Project Pg. 36

1. Repeal of the Board's June 6, 2012, approval of Utility Agreements C12199, C12200, C12201, C12249, and C12250 with Southern California Edison for the relocation of existing utilities within the boundaries of the I-215 Bi-County High Occupancy Vehicle Gap Closure Project.

2. Approve Utility Agreements C13094, C13095, C13096, C13097, and C13098 with Southern California Edison for the relocation of existing utilities within the boundaries of the I-215 Bi-County High Occupancy Vehicle Gap Closure Project at estimated costs totaling $1,381,480. **Garry Cohoe**

This item was reviewed and recommended for approval (9-0-3; Abstained: Lovingood, Ovitt, Rutherford) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed the draft contracts.

7. Palm Avenue Grade Separation right-of-way certification and indemnification Resolution, Plans, Specifications, and Estimate approval, and Funding Application Resolution Pg. 69

1. Adopt Resolution No. 13041 authorizing the Executive Director to execute the right-of-way certification for the Palm Avenue Grade Separation project and for other Commission projects where Caltrans requires right-of-way certification.

2. Approve plans and specifications and authorize advertising Invitation for Bids for construction of the Palm Avenue Grade Separation Project.

3. Approve taking the recommendation for award of the construction contract directly to Board without prior Metro Valley Study Session review.

4. Adopt Resolution No. 13042 authorizing filing an application with Caltrans for Grade Separation funding allocation, affirming Commission's ability to timely award construction contract within two years after funding is allocated, and confirming sufficient local funds will be available as project work progresses. **Garry Cohoe**

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 January 17, 2013. SANBAG General Counsel has reviewed this item as to form.

Consent Calendar Continued....

Project Delivery (Cont.)

Notes/Actions:

8. Utility Agreement with San Bernardino Municipal Water Department for the Interstate 15/Interstate 215 (I-15/I-215) Devore Interchange Reconstruction Project Pg. 82

1. Approve Agreement No. C13085 with the San Bernardino Municipal Water Department for water pipeline relocation on the I-15/ I-215 Devore Interchange Reconstruction Project which commits San Bernardino Associated Governments to pay an estimated $316,440 for the relocation of an existing water pipeline that will conflict with planned improvements within the project limits and to receive an estimated payment of $911,560 for incurred costs for betterments and extension of the relocated water pipeline beyond the conflict area.

2. Approve a contingency of $33,560 for the payable portion of Agreement C13085 and a contingency of $88,440 for the receivable portion of this Agreement. **Garry Cohoe**

This item was reviewed and recommended for approval (13-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the standard contract.

9. Interstate 10 (I-10) Pepper Interchange Improvement Project in the City of Colton Pg. 91

1. Approve an exception to Measure I Strategic Plan Policy 40005/VFI-14 Valley Freeway Interchange Prioritization so that an estimated $369,600 of Measure I Valley Interchange funds may be used for the priority 19 I-10 Pepper Interchange Improvement Project.

2. Approve budget amendment to add new Task Number 0896 for the I-10 Pepper Interchange Improvement Project and amend the current 2012/2013 fiscal year budget to include an amount of $300,000 of Measure I Valley Fund Freeway Interchange funds and $100,000 of City of Colton funds to cover anticipated expenditures during the 2012/2013 fiscal year.

3. Authorize cash flow borrowing from the Measure I Valley Freeway Program to the Measure I Valley Interchange program in the amount of $369,600.

4. Approve Contract No. C13040 with the City of Colton and County of San Bernardino for the preparation of Preliminary Engineering and Environmental Document; Plans Specifications and Estimate; Right-of-Way; and Construction of the I-10 Pepper Interchange which defines roles, responsibilities and project funding, identifies San Bernardino Associated Governments as the lead agency for all phases of the project, and commits San Bernardino Associated Governments to contribute a total not-to-exceed amount of $369,600, funded with Measure I funds as shown in Table 1.

Continued on Next Page

Consent Calendar Continued....

Notes/Actions:

Agenda Item 9 Continued....

5. Authorize staff to utilize the existing Program Management Agreement No. C09124 with Parsons Transportation Group, and the existing Environmental on-call Agreement No. C08200 with Vandermost Consulting to perform all engineering and environmental work associated with the Preliminary Engineering and Environmental Document, and Plans Specifications and Estimate activities for this Project. **Garry Cohoe**

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 January 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Contract.

10. Interstate 10 (I-10) Westbound Widening Project Pg. 125

Approve Amendment No. 2 to Contract No. C10019 with Athalye Consulting Engineering Services, Inc. for Construction Management Services on the I-10 Westbound Widening Project revising "Attachment B" "Billing Rate Schedule" with no change in contract amount. **Garry Cohoe**

This item was reviewed and recommended for approval (11-0-1; Abstained: Tahan) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the contract amendment.

11. State Route 210 (SR-210) Base Line Interchange Improvement Project (Project) in the City of Highland Pg. 133

1. Approve Memorandum of Understanding C13070 with the City of Highland for the development of the SR-210 Base Line Road Interchange Project;

2. Approve Contract No. C13027 with the City of Highland for the preparation of Preliminary Engineering and Environmental Document (PA&ED) for the SR-210 Base Line Interchange for a total not-to-exceed cost of $1,037,280, funded with $602,660 of Measure I Valley Fund Interchange Freeway Program funds, and $434,620 of City of Highland funds, as shown in Table 1;

3. Approve budget amendment to add new Task Number 0803 for the SR-210 Base Line Interchange Project and amend the current 2012/2013 fiscal year budget to include an amount of $185,920.00 of Measure I Valley Fund Interchange Freeway Program funds and $134,080.00 of City of Highland funds; and

4. Direct staff to negotiate with URS Corporation (URS) to amend existing Contract No. C12137 to include all PA&ED work for the Project. **Garry Cohoe**

This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item, the draft Contract, and the final MOU.

Notes/Actions:

Consent Calendar Continued....

Transit/Commuter Rail

12. Amendment to Victor Valley Transit Authorities Expenditure Plan for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Pg. 188

Approve the amendments to the Expenditure Plan for Proposition 1B, Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funds as identified in the attached documents. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 24, 2013.

13. Transit and Rail Department Budget Amendments for Fiscal Year 2012/2013 Pg. 192

Approve Fiscal Year 2012/2013 budget amendments:

1. Increase Task No. 0379 Commuter Rail Capital in the amount of $38,250 funded with prior year fund balance of Local Transportation Fund Rail, $11,750 of State Transit Assistance Fund Rail, and $528,000 of Rail Assets for a new task total of $36,586,402.54.

2. Increase Task No. 0502 TDA Administration in the amount of $359,700 funded with prior year fund balance of Local Transportation Fund Administration funds reallocated to Fiscal year 2012/2013 for a new task total of $829,705.

3. Increase Task No. 0406 Traveler Services in the amount of $19,375 funded with Measure I 1990-2010 Valley Traffic Mitigation Environment Enhancement funds for a new task total of $2,250,775.07. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 24, 2013.

14. Request for Proposal No. 13048 for Airport Rail Access Study Pg. 194

That Board, acting as the San Bernardino County Transportation Commission, authorize and approve release of Request for Proposal No. 13048 for qualified firms to provide an Ontario Airport Rail Access Study. **Mitch Alderman**

This item was previously reviewed by the Commuter Rail and Transit Committee at the October 2012 meeting. Since that meeting, Staff has been in consultation with the CHSRA and City of Ontario regarding sharing the costs of the project. SANBAG General Counsel and Contract Administrator have approved this item and RFP as to form.

Consent Calendar Continued....

Transit/Commuter Rail (Cont.)

Notes/Actions:

15. License agreement for use of San Bernardino Associated Governments (SANBAG) right-of-way Pg. 198

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

1. Repeal the Board's November 7, 2012, approval of License Agreement No. R13043 with Time Warner Cable, crossing San Bernardino Associated Governments' San Gabriel Subdivision right-of-way at Central Avenue, southerly of 9th Street in the City of Upland; and

2. Approve License Agreement No. R13043 with Time Warner Cable Pacific West Limited Liability Corporation (LLC) for installation, operation, maintenance and repair of one overhead fiber optic cable containing up to twelve fibers crossing San Bernardino Associated Governments' San Gabriel Subdivision right-of-way at Central Avenue, southerly of 9th Street in the City of Upland; and

3. Waive San Bernardino Associated Governments Contract and Procurement Policy 11000 V.F., for Contract No. R13043 which limits the maximum standard contract term to five-years; and

4. Authorize the Executive Director or his designee to execute the License Agreements and any other necessary and proper documents to implement the License agreement's 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 January 24, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the license agreement.

16. Amendment to the Financial Commitment to the Southern California Regional Rail Authority (SCRRA) for Fiscal Year (FY) 2012/2013 Pg. 220

1. Reduce the approved SANBAG financial commitment to the SCRRA Fiscal Year 2012/2013 operating budget by $2,500,000.

2. Authorize the use of $2,500,000 from prior Fiscal Year SCRRA carryover fund balance held by SCRRA to offset the $2,500,000 reduction in SANBAG's direct financial contribution.

3. Authorize the retention of $288,000 in prior year carryover fund balance by SCRRA to off-set variances between their Fiscal Year 2010/2011 and Fiscal Year 2011/2012 budgets. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 24, 2013.

Consent Calendar Continued....

Transit/Commuter Rail (Cont.)

17. 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. 222

That the Board acting in its capacity as the San Bernardino County Transportation Commission:

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): 0136-111,14,-15,-23 & -24, San Bernardino Economic Development Corporation; 0136-011-38, California Department of Transportation (collectively the "Properties"); and

2. Authorize acquisition of the Properties, or partial interests in such Properties, at an estimated not-to-exceed aggregate total of $1,634,100, which the amount will be updated and finalized prior to the February 6, 2013, Board meeting; and

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 San Bernardino Associated Governments Valley Freeway Program Policy No. 40004 (reference: Administrative Settlement Policy No. 34507).

4. Allocate $1,957,573 of undesignated, unreserved State Transit Assistance Fund County Population (PUC99313) to fund right-of-way activities for the Downtown San Bernardino Passenger Rail Project. This allocation amount is comprised of the estimated property acquisition costs plus contingency. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 24, 2013. SANBAG General Counsel has reviewed this item as to form.

18. Amendment to By-Laws of Valley Transportation Services, Inc. (VTrans) Pg. 225

Approve an Amendment to the By-Laws of Valley Transportation Services, Inc. as included in Attachment A to this agenda item. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 24, 2013. SANBAG General Counsel has approved this item as to form.

Notes/Actions:

Consent Calendar Continued....

Transit/Commuter Rail (Cont.)

19. Amendments to Contract No. C12009 and No. C12178 for Parsons Brinkerhoff Pg. 233

1. Approve Amendment No. 1 to Contract No. C12009 with Parsons Brinkerhoff for construction management services for the Downtown San Bernardino Passenger Rail project to increase the contract value by $289,215 for a new not-to-exceed amount of $6,551,539.72;

2. Approve Amendment No. 1 Contract No. C12178 with Parsons Brinkerhoff for construction management service for the Omnitrans Bus facility to increase the contract value by $32,135 for a new not-to-exceed amount of $715,890;

3. Allocate $289,215 of undesignated unreserved Local Transportation Funds (LTF) to fund construction management services for the Downtown San Bernardino Passenger Rail Project;

4. Approve Fiscal Year 2012/2013 budget amendment to increase Task No. 0379 Commuter Rail Capital in the amount of $289,215 to be funded by unallocated Local Transportation Funds (LTF), and increase Task No. 0311 Transit Capital by $32,135 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 January 24, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the agreements. The department of Fund Administration has reviewed and approved this item.

20. Downtown San Bernardino Passenger Rail and San Bernardino Transit Center, Set Date for Hearing to Consider Resolutions of Necessity Pg. 246

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

1. Set a date and time of Wednesday, March 6, 2013, 10:30 A.M. for Hearing to consider Resolution of Necessity for properties required to construct the Downtown San Bernardino Passenger Rail and San Bernardino Transit Center projects in the City of San Bernardino. The property owner associated with the right-of-way acquisitions is: 0136–111-14, -15, -23 & -24, San Bernardino Economic Development Corporation (SBEDC) and City of San Bernardino as successor agency to SBEDC.

2. Direct the Clerk of the Board to mail notice of hearing to property owner SBEDC and City of San Bernardino as successor agency to SBEDC. **Mitch Alderman.**

This item has not received prior policy or technical advisory committee review. SANBAG General Counsel has reviewed and approved this item.

Notes/Actions:

Consent Calendar Continued....

Transit/Commuter Rail (Cont.)

21. Downtown San Bernardino Passenger Rail and San Bernardino Transit Center, Set Date for Hearings to Consider Resolutions of Necessity Pg 250

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

1. Set a date and time of Wednesday, March 6, 2013, 10:00 A.M. for Hearings to consider Resolutions of Necessity for properties required to construct the Downtown San Bernardino Passenger Rail and San Bernardino Transit Center projects in the City of San Bernardino. Property owners associated with the right-of-way acquisitions are: Robert & Judith Ann Harraka, Family Trust; Bruce W. Hefftner; Big Z Autoworks, Inc.; James E. Ott & Barbara J. Ott, Trustees of the James E. Ott & Barbara J. Ott 2010 Revocable Trust dated July 9, 2010; Kristin Neville, Trustee Trust No. 982-2Z U/A/D 9/4/95; 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 Revocable Trust Dated 6-6-01; Jong Uk Byun & Bok Soon Byun; Fletcher Trust; George V. Mantzoros & Gloria Mantzoros; Affaitati, LLC; Southern California Gas Company; Ramon Gonzalez and Irma Gonzalez, Trustees UTD November 4, 2002; Antonio Martinez; Anciria Vasquez; Melvon Investments, LLC.; Sylvia Miceli; Edward L. Holly; Leonardo & Elizabeth Hernandez; Arrowhead Central Credit Union.

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

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 24, 2013. SANBAG General Counsel has reviewed and approved this item.

Transportation Fund Administration

22. Status of the Trade Corridors Improvement Fund Projects and Future Baseline Agreement Amendments Pg. 254

1. Receive report on status of Trade Corridors Improvement Fund projects in San Bernardino County.

2. Authorize the Executive Director to execute all future Trade Corridors Improvement Fund Baseline Agreement Amendments that are consistent with Board-authorized allocations of funds, provided all 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 unanimously recommended for approval at the General Policy Committee on January 16, 2013.

Consent Calendar Continued....

Transportation Fund Administration (Cont.)

23. Local Stimulus Program Update Pg. 257

1. Receive report on the status of the Local Stimulus Program.

2. Approve the extension of the final invoice dates for projects from December 31, 2012, to March 31, 2013. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval at the General Policy Committee on January 16, 2013.

Air Quality/Traveler Services

24. Amendment No. 2 to C10120 between SANBAG and Gladstein, Neandross and Associates (GNA) for an increase in contract amount and revised Scope of Work Pg. 263

Approve Amendment No. 2 to C10120 with Gladstein, Neandross and Associates to provide technical support to the San Bernardino Associated Governments (SANBAG) Natural Gas Truck project. This will increase the contract by $50,000 for a revised not-to-exceed contract amount of $434,000 and also revise the Scope of Work. **Duane Baker**

This item was reviewed and unanimously recommended for approval at the General Policy Committee on January 16, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item.

Council of Governments

25. Resolution of Intention to Form a Property Assessed Clean Energy (PACE) Program and to Set a Public Hearing on the Matter Pg. 270

1. Adopt Resolution No. 13-038 that declares SANBAG's intention to finance distributed generation renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure through the use of voluntary contractual assessments (commonly known as a PACE Program).

2. Set a public hearing for Wednesday, March 6, 2013 at 10:30 a.m. at the regularly scheduled Board of Directors meeting to consider the PACE Program Report and to take public testimony. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on January 16, 2013. SANBAG General Counsel has reviewed this item and the Resolution of Intention.

Notes/Actions:

Notes/Actions:

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Project Delivery

27. **Hearings to Consider Resolutions of Necessity for Parcels for the Laurel Street Grade Separation Project in the City of Colton** Pg. 282

1. Conduct public hearings to consider condemnation of real property required for the Laurel Street Grade Separation project (Project) in the City Colton, and

2. By at least a two-thirds majority, adopt Resolutions of Necessity Nos. 13-040 and authorize and direct General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests from Rieder Enterprises LLC (APN 0160-242-23). **Garry Cohoe**

This item was reviewed and recommended for approval (15-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 13, 2013. Staff initially requested that the RON hearing for the subject property be scheduled for the January 9, 2012 Board of Directors Meeting. At the January 9, 2013 Board of Directors meeting, the hearing for the subject property was continued to the February 6, 2013 Board of Directors meeting. SANBAG General Counsel and SANBAG's Right-of-Way Counsel, Woodruf, Spradlin & Smart, have approved this item as to form.

28. **I-10 and I-15 Corridor Improvement Projects – Community Advisory Group Update** Pg. 301

Receive an update on the I-10 and the I-15 Corridor Improvement Projects Community Advisory Groups. **Garry Cohoe**

This item has not received prior Policy Committee review.

Council of Governments

29. **Presentation by Dr. Gary Thomas, San Bernardino County Superintendent of Schools, about the Cradle to Career initiative of the Education Element Group of the Countywide Vision.** Pg. 313

Receive the information in the presentation and provide direction as appropriate. **Duane Baker**

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

Discussion Items Continued.....

Council of Governments (Cont.)

30. Federal Update Pg. 314

Receive presentation by SANBAG's Federal Advocate, Steve Palmer. 10 Min.
Wendy Strack

This item has not received prior committee review.

31. Review of Council of Government Activities Pg. 318

It is recommended that the Board of Directors review this information and provide direction to SANBAG staff as appropriate. **Duane Baker**

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

Administrative Matters

32. Modification to Contracting and Procurement Policy 11000, Contracting and Signature Authority for San Bernardino Associated Governments Executive Director Pg. 323

Approve modifications to existing Contracting and Procurement Policy 11000, granting San Bernardino Associated Governments Executive Director or designee, contracting and/or signature authority as follows:

1. To release and advertise Requests for Proposals, Request for Quotes and Invitation for Bids, for proposed contracts for which funding has been approved in SANBAG's Annual Budget, and which are estimated not to exceed $1,000,000.

2. To approve and execute all purchase orders and contracts up to $100,000; and

3. To approve and execute contract amendments that meet at least one of the following criteria:

a. Amendments with zero dollar value;
b. Amendments to exercise the option term(s) set out in contracts approved by the SANBAG Board of Directors; or
c. Amendments that cumulatively do not exceed 50% of the original contract value or $100,000 individually whichever is less.
Kathleen Murphy-Perez

An item was reviewed and recommended for approval by the Contract Ad Hoc Committee on December 13, 2012. The General Policy Committee reviewed and unanimously recommended that item for approval on January 16, 2013. Subsequently, on January 17, 2013, the Contract Ad Hoc Committee reviewed and recommended the item be modified to increase the dollar amount in Recommendation No. 1 to $1,000,000. SANBAG's General Counsel and Contract Administrator have approved this item as to form.

Notes/Actions:

Notes/Actions:

Comments from Board Members

Brief Comments from Board of Directors

Executive Director's Comments

Brief Comments from the Executive Director

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Agency Reports/Committee Memberships
South Coast Air Quality Management Report — Pg. 329
Mayor Dennis Yates
Mobile Source Air Pollution Reduction Review Committee
Mayor Larry McCallon (*No Report This Month*)
SCAG Committees — Pg. 330
SCAG Regional Council
SCAG Policy Committees
Community, Economic and Human Development
Energy and Environment
Transportation and Communications
SANBAG Policy Committees — Pg. 331
Acronym List — Pg. 336

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

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

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

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

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

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

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

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

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

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

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

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Important Dates to Remember...
February 2013

SANBAG Meetings – Cancelled:
None

SANBAG Meetings – Scheduled:			
General Policy Committee	Feb. 13	9:00 am	The Super Chief
Board Metro Valley Study Session	Feb. 14	9:00 am	The Super Chief
Commuter Rail & Transit Committee	Feb. 14	10:00 am	The Super Chief
Mountain/Desert Committee	Feb. 15	9:30 am	Town of Apple Valley

NOTICE:

SANBAG Offices will be CLOSED Monday, February 18, for Presidents' Day Holiday.

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

CalenFeb2013 -jd

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 1

Date: February 6, 2013

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 Real Property Negotiators

	City of Colton

Closed Session #2 – Conference with Real Property Negotiators

	Thomas Hayward, Thermal Combustion Innovators, Inc.

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
6	C13094 C13095 C13096 C13097 C13098	Southern California Edison	None

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply
BRD1302z-aa

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
8	C13085	San Bernardino Municipal Water Department *Matt Litchfield*	None
9	C09124	Parsons Transportation Group *Khalil Saba*	S2 Enginering JMD Arellano Associates LAE Associates, Inc. ECOSYS
9	C08200	Vandermost Consulting *Julie Vandermost*	PCR Environ
10	C10019-02	Athalye Consulting Engineering Services, Inc. *Ashtol Athalye*	Converse Consultants Arrellano & Associates MARRS Services David Evans & Associates
11	C12137	URS Corporation (URS) *Richard Hart*	Value Management Strategies, Inc. Epic Land Solutions CNS Engineers, Inc. ICF International Psomas
15	R13043	Time Warner Cable Pacific West LLC *None*	None
17	APN # 0136-111,14,-15, 23 & 24 0136-011-38	Propert Owners San Bernardino Economic Development Corporation, a California Non-Profit Corporation State of California, CALTRANS	None
19	C12009	Parsons Brinkerhoff *Doug Sawyer*	Leighton Consulting Lynn Capouya Pacific Railway Enterprise Project Design Consultants RAW International RH & Associates SECA IRC Simon Wong

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
19	C12178	Parsons Brinkerhoff *Doug Sawyer*	Leighton Consulting Lynn Capouya Pacific Railway Enterprise Project Design Consultants RAW International RH & Associates SECA IRC Simon Wong
21	APN# 0138-231-02 0138-231-04 0138-231-05 0138-231-09 0138-231-10	Property Owners: Robert & Judith Ann Harraka, Family Trust	
	0138-273-01 0138-273-02 0138-273-03 0138-273-04 0138-273-36	Bruce W. Hefftner	
	0138-273-09 0138-273-10 0138-273-11 0138-273-12 0138-273-13 0138-273-16 0138-273-33	Big Z Autoworks, Inc	
	0138-273-24 0138-273-25	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 0138-273-27	Kristin Neville, Trustee Trust No. 982-2Z U/A/D 9/4/95	
	0138-273-20 0138-273-21 0138-273-40	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	

BRD1302z-aa

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
21 *(Cont.)*	0138-312-16 0138-312-57	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 0134-331-24	KLR Property, LLC	
	0137-043-10 0137-043-11 0137-043-26	Varp, Inc.	
	0136-011-04	Arthur R. Read	
	0136-011-03 0136-011-38 0136-081-08 0136-081-09 0136-081-10 0136-081-11 0136-081-12	Jennifer de Gorter Revocable Trust Dated 6-6-01	
	0136-011-31 0136-011-41 0136-091-11 0136-091-12	Jong Uk Byun & Bok Soon Byun	
	0136-011-22 0136-011-26 0136-011-27 0136-011-28	Fletcher Trust	
	0136-021-16 0136-021-17 0136-021-18	George V. Mantzoros & Gloria Mantzoros	
	0136-021-28	Affaitati, LLC	
	0136-101-14 0136-101-15 0136-101-21	Southern California Gas Company	
	0136-111-01	Ramon Gonzalez and Irma Gonzalez, Trustees UTD November 2002	
	0138-271-15 0138-271-16 0138-271-17	Antonio Martinez	

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
21 *(Cont.)*	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 0138-271-02 0138-271-03	Leonardo & Elizabeth Hernandez	
	0136-171-42	Arrowhead Central Credit Union	
24	C10120	Gladstein, Neandross and Associates *Erik Neandross*	N/A
27	APN # 0160-242-23	Property Owner: Rieder Enterprises LLC.	None

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

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

BOARD OF DIRECTORS ATTENDANCE RECORD – 2013

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X											
James Ramos Board of Supervisors	X											
Janice Rutherford Board of Supervisors	X											
Josie Gonzales Board of Supervisors												
Robert A. Lovingood Board of Supervisors	X											
Cari Thomas City of Adelanto												
Curt Emick Town of Apple Valley	X											
Julie McIntyre City of Barstow												
Bill Jahn City of Big Bear Lake	X											
Dennis Yates City of Chino	X											
Ed Graham City of Chino Hills	X											
Frank Navarro City of Colton	X											
Michael Tahan City of Fontana	X											
Walt Stanckiewitz City of Grand Terrace	X											
Mike Leonard City of Hesperia	X											
Larry McCallon City of Highland	X											

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

brdatt12

BOARD OF DIRECTORS ATTENDANCE RECORD – 2013

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

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
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	
James Ramos Board of Supervisors												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
Neil Derry Board of Supervisors	Self-Suspension as of 5/3/2011	X	X	X	X		X					
Robert A. Lovingood Board of Supervisors												X
Cari Thomas City of Adelanto	X	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	*	*
Julie McIntyre City of Barstow	X	X	X		X		X	X	X	X	X	X
Bill Jahn City of Big Bear Lake	X	X	X	X	X			X		X		X
Dennis Yates City of Chino	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
Sarah Zamora City of Colton	X	*	X	X	X	X	X	X	X	X	*	X
Michael Tahan City of Fontana	X	X		X	X	X		X	X	X	X	X
Walt Stanckiewitz City of Grand Terrace	X	X	X	X	X	X			X	X	X	X
Mike Leonard City of Hesperia	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.

brdatt12

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Larry McCallon City of Highland	X	X	X	X	X	X		X		X	X	*
Rhodes 'Dusty' Rigsby City of Loma Linda	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
Edward Paget City of Needles	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
L. Dennis Michael City of Rancho Cucamonga	X	X	X	*	X	X		X	X	*	X	X
Pete Aguilar City of Redlands	X	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	X
Jim Harris City of Twentynine Palms	X	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	X
Ryan McEachron City of Victorville	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
George Huntington Town of Yucca Valley	X	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	Robert So

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

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 3

Date: February 6, 2013

Subject: January 2013 Procurement Report

Recommendation:* Receive January 2013 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 December 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 December 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 received by the General Policy Committee on January 16, 2013.

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1302a-wws

January 2013 Report of Purchase Orders

PO No.	PO Issue Date	Vendor	Purpose	Amount
4000946	12/13/12	TH Enterprises Inc.	Regional council management system software agreement for 2013.	$6,480.00
4000949	12/21/12	Douglas Engineering	Prepare a request for an allocation of $5 million from the 2012/2013 or 2013/2014 California Public Utility Commission's grade separation priority list for the Palm Avenue Grade Separation project by April 1, 2012 to Caltrans. The staff of Douglas Engineering is uniquely qualified in preparation of the Request for Allocation package and was instrumental in getting this project on the priority list.	$5,350.00
4000947	12/20/12	G/M Business Interiors	Purchase flamesafe lateral file cabinets. SANBAG is able to use same pricing and terms that are stipulated in the contract between G/M Business Inferiors and San Bernardino County. Per Purchasing Policy 11000, SANBAG may contract with the vendor or supplier of any public agency that has been selected after complying with the public agency's competitive procurement requirements.	$20,821.02
4000948	12/20/12	Inland Empire Economic Partner	Annual membership November 1, 2012 to October 31, 2013.	$15,000.00
4000941	12/10/12	Sprint Communications Company, LP	SANBAG's grade separation project to lower Laurel Street under the BNSF railway track east of North 6th Street to East of Miller Drive in San Bernardino County, on the route of BNSF right of way. Sprint owns	$10,000.00

			fiber optic cable within the aforementioned right of way that will require relocation, as a result of this construction. It will be necessary for Sprint to attend meetings, exchange information, review and prepare plan (preliminary engineering) to modify its facility to accommodate the project. SANBAG is responsible for all the relocation costs associated with the required Sprint relocation.	
4000940	12/10/12	BNSF Railway Company	SANBAG's grade separation project to lower Laurel Street under the BNSF railway track east of North 6th Street to East of Miller Drive in San Bernardino County, on the route of BNSF right of way (ROW). BNSF will need to prepare signal design and work on the preliminary track design for the C&M agreement to get permission to work within BNSF ROW. BNSF needs to prepare plans (preliminary engineering) to modify its facility to accommodate the project. SANBAG is responsible for the costs associated with the signal design and preliminary track design to be performed by BNSF.	$45,000.00
4000942	12/10/12	BNSF Railway Company	SANBAG is the lead for the design phase of the Colton Quiet Zone project along the BNSF railroad line, to modify four at-grade crossings namely, Valley Boulevard, E Street, H Street, and Olive Street. BNSF will need to prepare the signal design and work on the preliminary track design, as a result of the construction for this project. It will be necessary for BNSF to prepare plans (preliminary engineering) to modify its facility to accommodate the project. SANBAG is responsible for the costs associated with the signal design and preliminary track design to be performed by BNSF.	$29,795.00
Note: Sole Source justification is noted in the Purpose statement, if applicable.			**Total**	**$132,446.02**

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 4

Date: February 6, 2013

Subject: Summary of Contract and Procurement Activity for 2012

Recommendation:* Receive and File.

Background: Presented below is a summary of the contract and procurement activity and accomplishments for 2012. Since January 2012, there have been several major changes to the contract and procurement area within San Bernardino Associated Governments (SANBAG). Based on the direction from SANBAG's Board of Directors, a new position; Procurement/Risk Management/Contract Administrator (Contract Administrator), was created and filled in early 2012. With a full-time Contract Administrator, the procurement process is now managed on a full-time basis. The Contract Administrator manages and oversees the day-to-day operations of all contract and procurement activities providing a consistent approach and offers technical and administrative services to staff. The creation of this position has filled a void in the management and oversight in the area of procurement. Also in 2012, SANBAG hired in-house General Counsel who has provided necessary legal guidance to SANBAG staff.

In addition to these positions, several consultant contracts have been awarded to provide contract related services. To assist in the contract administration of public works contracts; SANBAG awarded two on-call contracts for Labor

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1302b-kmp

Compliance. These firms are assisting SANBAG in providing updated language for our contract documents; develop training materials for staff, conducting audits of certified payroll documents and as requested, manage labor compliance on certain contracts. Additionally, SANBAG awarded an on-call contract to provide pre-award audit services for Architectural and Engineering services contracts as well as provide other audit related support. Up until recently, SANBAG has been relying on Department of Transportation (Caltrans) in-house audit staff to provide these services. Due to labor force reductions at Caltrans, the audit process was lengthy and often was not conducted until after the completion of the contract. SANBAG's ability to have its own audit consultant will provide SANBAG with resources that were not previously available.

In 2011, SANBAG recognized its need to also have a Risk Manager to provide contract related services. An amendment was awarded to SANBAG's Insurance provider; Willis to provide risk management services on a short-term basis. Risk management services being provided by Willis were; review of contract language to ensure appropriate levels of coverage are being sought and review of consultant insurance certificates and policies for compliance with contract requirements. In the last quarter of 2012, staff released a Request for Proposal (RFP) for Insurance Brokerage and Risk Management services. The Board awarded a multi-year contract to a new firm, Keenan and Associates (Keenan) to provide SANBAG with the procurement of their insurance policies and risk management services. One of the first activities that Keenan will be assisting contract staff with is reviewing existing contract language and providing any recommended modifications based on current insurance industry standards.

In 2012, there have been several key policy changes relative to contracts and procurement. Policy 11000 has been amended to reflect the following:

- Construction Change Orders – Language was revised to bring the approval process in line with revised statutory guidelines.
- Contract Term – Amended the maximum term from three years to five years.
- Repealed Negotiation Policy 34505 for Major Projects as the policy was not in compliance with state and federal procurement guidelines.
- Independent Cost Estimates – Added language to the Policy requiring Independent Cost Estimates on all procurement actions to comply with state and federal procurement guidelines.
- Insurance Guidelines – Amended the Policy to include insurance requirements for third party contracting. This action was taken to provide greater protection to SANBAG.

- Cooperative Procurements – Revised existing language to broaden the policy so that staff could take advantage of state and federal cooperative procurements for cost saving opportunities.

During the last year, staff has worked on a variety of administrative changes such as developing processes and conducting training classes to support the recent policy changes, but also as a means to provide staff with consistent and clear direction. Highlights of the things accomplished are;

- Insurance process – Developed a system for review of insurance liability certificates and to manage expiration of such certificates.
- Template development – Staff has created a variety of forms and templates to provide consistency and as a means for document management. Staff, in collaboration with General Counsel and other consultants, recently concluded major revisions to two of the RFP templates. In the first quarter of 2013, the remainder of the templates will be updated to bring them in line with recent statutory changes.
- In the last quarter of 2012, a much-needed centralized procurement filing system has been developed. Up until recently, project managers maintained their own files, which were not always consistent or complete, nor did it allow for quality control or quality assurance. File cabinets have been ordered and all contract files will be audited for completeness by the Contract Administrator prior to being placed in a safe and secure area with limited access. The goal is to preserve the integrity of our contract documents and to meet state and federal procurement guidelines.
- Dun & Bradstreet – Staff procured a Dun & Bradstreet subscription to provide additional financial information on all consultants being recommended for contract award. The cost investment is minimal with a large return on SANBAG's investment.

Staff has also been working closely with the Board Contract Ad Hoc Committee (Committee). Monthly meetings have been underway since the third quarter of 2012. Staff and Committee members have been reviewing procurement policies and procedures and have developed several recommendations that will be vetted through the General Policy Committee and the Board. It is anticipated that these meetings will continue through early 2013.

Though 2012 was a year of great accomplishments, there is more work to do. Staff continues to communicate with Caltrans at the local level and headquarters to respond to the Audit findings from last summer. We continue to provide Caltrans with support documentation to address their audit findings. Staff will provide an update to the General Policy Committee and the Board as to the final outcome. Work will continue in the development of additional Request for

Proposals (RFPs) and Invitation for Bids (IFBs) templates. An on-call, contract task order based RFP will be created as well as an IFB for the procurement of goods, which currently SANBAG does not have. Training will be a primary focus in 2013. Anticipated staff training will include: review of the revised RFP and IFB templates; contract negotiations, conducting consultant debriefings and labor compliance of public works contracts. Staff will also focus on a procurement review and include discussions with external stakeholders to provide input on SANBAG's procurement process. The goal is to ensure the consultant community that SANBAG is the agency of choice and that SANBAG's procurement process is competitive, fair and transparent. We will also continue our outreach efforts with the vendor community. We are currently in discussion holding SANBAG's first vendor outreach event in the spring of 2013, creation of an on-line vendor registration on SANBAG's website and the development of a vendor performance review process.

Staff looks forward to continued collaboration with the Committee, and will be bringing to the General Policy Committee and the Board any other recommended policy changes in the coming year.

Financial Impact: This item poses no financial impact on the Fiscal Year 2012-13 budget.

Reviewed By: This item was received by the General Policy Committee on January 16, 2013. This item has been reviewed by SANBAG's General Counsel and Contract Administrator.

Responsible Staff: Kathleen Murphy-Perez, Contracts Manager

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 5

Date: February 6, 2013

Subject: State Route 210 (SR-210) Segment 8 Establish Existing Planting Project

Recommendation:* 1. Approve Plans, Specifications, and Estimate and authorize the Director of Project Delivery to release Invitation for Bids No. C13089 to obtain bids for the SR-210 Segment 8 Establish Existing Planting Project.

2. Authorize San Bernardino Associated Governments' Staff to proceed directly to the Board of Directors without further consideration by the Metro Valley Study Session for the award of Contract No. C13089 for the SR-210 Segment 8 Establish Existing Planting Project.

Background: In November 2008, San Bernardino Associated Governments (SANBAG) approved Cooperative Agreement No. C09084 with the California Department of Transportation (Caltrans) whereby the State agreed to perform the Project Approval and Environmental Document (PA/ED) and Plans, Specifications, and Estimates (PS&E) phases of project development for landscaping four SR-210 Segments, 8 through 11, between Sierra Avenue in Fontana and the SR210/I-215 Interchange in San Bernardino.

In December 2010, the Board approved a Cooperative Agreement C10158 with Caltrans for SR-210 Segment 8 landscaping in the cities of Fontana and Rialto in which it was agreed that the San Bernardino County Transportation Authority would advertise, open bids, award, and approve the contracts in accordance with

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1302a-tk

the California Public Contract Code and the California Labor Code. This agreement anticipated two contracts being issued: one for a highway landscaping component which included a one (1) year plant establishment, followed by another for four (4) years of plant maintenance.

In March 2011, the Board approved award of Contract No. C11105 to Pacific Restoration Group, Inc. for the highway landscape constructing and one-year plant establishment component. This contract is scheduled for completion in mid-May 2013.

Per the Cooperative Agreement C10158, SANBAG shall advertise and award a contract for the four (4) year landscape maintenance and shall be responsible for the water costs during the first two (2) years of the maintenance period. After the two years, Caltrans will be responsible for payment of water supplied for the project. The Engineer's Estimate for the cost of this maintenance work including supplemental funds and contingency is $620,000.

In order to have no lapse in maintenance, Staff is recommending the Board approve the PS&E and authorize the Director of Project Delivery to release Invitation for Bids No. C13089 to obtain bids for the SR-210 Segment 8 Establish Existing Planting (EEP) Project. It is also recommended that the award of the maintenance contract proceed directly to the Board of Directors without further consideration by the Board Metro Valley Study Session.

Financial Impact: The recommendations are consistent with the SANBAG Fiscal Year 2012/2013 budget. The funding for this maintenance contract is Measure I Valley Major Projects, Task No. 0824.

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 January 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the IFB as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

San Bernardino Associated Governments

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

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

Minute Action

AGENDA ITEM: 6

Date: February 6, 2013

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

Recommendation:* 1. Repeal of the Board's June 6, 2012, approval of Utility Agreements C12199, C12200, C12201, C12249, and C12250 with Southern California Edison for the relocation of existing utilities within the boundaries of the I-215 Bi-County High Occupancy Vehicle Gap Closure Project.

2. Approve Utility Agreements C13094, C13095, C13096, C13097, and C13098 with Southern California Edison for the relocation of existing utilities within the boundaries of the I-215 Bi-County High Occupancy Vehicle Gap Closure Project at estimated costs totaling $1,381,480 as shown in Table 1 below:

Table 1

Contract Number	Utility Owner	Description of Utility Work	Estimated Cost
C13094	Southern California Edison	Relocation of Electric Facilities	$409,090
C13095	Southern California Edison	Relocation of Electric Facilities	$99,076
C13096	Southern California Edison	Relocation of Electric Facilities	$569,693
C13097	Southern California Edison	Relocation of Electric Facilities	$204,545
C13098	Southern California Edison	Relocation of Electric Facilities	$99,076
		TOTAL	**$1,381,480**

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

COG		CTC	X	CTA		SAFE		CMA	

BRD1302b-pm
Attachments: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13094.pdf
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13095.pdf
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13096.pdf
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13097.pdf
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13098.pdf

Background: **Five utility relocation agreements with Southern California Edison (SCE) were previously approved at the June 6, 2012, Board meeting.** Five agreements for relocation of electric facilities to accommodate the I-215 Bi-County HOV Gap Closure project were approved by SCE staff prior to placement of these agreements on the June 6, 2012, Board agenda. Following Board approval, San Bernardino Associated Governments (SANBAG) staff was notified that SCE desired to make changes to the previously agreed to standard Department of Transportation (Caltrans) utility relocation contract language. These changes involve the deletion of the following three clauses from the agreements under the 'Performance of Work' and 'General Conditions' sections:

- "Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above."

- "OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER's failure to comply with the prevailing wage requirements. OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER's failure to comply with the prevailing wage requirements."

- "All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by the SANBAG Board of Directors."

The language at issue is standardized contract language from Caltrans Local Assistance Procedures Manual (LAPM) and Caltrans Right of Way Manual. Deletion of the prevailing wages clauses is not preferred by staff and General Counsel, who have been in communication with SCE and Caltrans staff and attorneys to resolve the prevailing wage issues. The issues arise out of California Labor Code sections 1720 and 1771 that require contract workers performing construction and installation work that is paid for in whole or in part with public funds, must be paid prevailing wages. Under California law SCE must pay prevailing wages for relocation of their electric facilities under these agreements with SANBAG, if SCE uses non-SCE labor.

SANBAG has advised SCE that SCE is required to pay prevailing wages if contract labor is used for the work under the agreements, regardless whether the agreements so provide. After receipt of this information, SCE indicated

that they will still not execute the agreements if they contain the prevailing wage requirement.

SANBAG's outside legal counsel has reviewed this issue to determine which party will be liable if the prevailing wage requirements are not met. The attorney's findings were that the risk lies with SCE. According to the attorney, "SANBAG will not be responsible for any costs, penalties, or assessments imposed on SCE or any other costs arising out of SCE's failure to pay prevailing wages as required by State law."

While it is preferred to include the prevailing wages language in the agreements, SCE's failure to timely execute the agreements and relocate the electric utilities could present SANBAG with the risk of delays during construction and could expose SANBAG to possibly substantial claims and additional costs. The liquidated damages for delay specified in the construction contract is $6,806 per day. The construction contract was awarded on December 3, 2012, and a Notice to Proceed to the contractor is anticipated to be issued in late January. As such, staff is recommending that the Board approve the deletion of the above three clauses and approve the revised contracts to enable timely execution of these agreements and timely relocation of SCE's electric utilities.

Staff is therefore recommending approval of Utility Agreements C13094, C13095, C13096, C13097, and C13098 to keep the project on schedule. Table 2 below summarizes the current project schedule:

Table 2

Environmental Approved	April 2011
Design Approved & R/W Certified	May 2012
Start Construction	January 2013
End Construction	May 2015

Financial Impact: This item is consistent with the adopted Fiscal Year Budget 2012/2013. Funding is provided under Task No. 0839. This item is consistent with the adopted Fiscal Year Budget 2012/2013. Funding is provided under Task No. 0839. The funding source is MSI Valley Freeway.

Reviewed By: This item was reviewed and recommended for approval (9-0-3; Abstained: Lovingood, Ovitt, Rutherford) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed the draft contracts.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13094 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Southern California Edison (SCE)

Contract Description I-215 Bi-County HOV project – Utiltiy Agreement

Board of Director's Meeting Date: February 6, 2013
Overview of BOD Action: Approve Utility Agreement C13094

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

CONTRACT OVERVIEW

Original Contract Amount	$	409,090	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	409,090	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	409,090

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
February 6, 2013	May 31, 2015	

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? MSI Valley Freeway

☐ 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 Freeway
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

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

PAUL MELOLOTON Project Manager (Print Name)	Signature	1/9/13 Date
Garry Cohoe Task Manager (Print Name)	Signature	1-10-13 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Signature	1-10-13 Date
Jeffery Hill Contract Administrator (Print Name)	Signature	11/10/13 Date
Chief Financial Officer (Print Name)	Signature	11/15/13 Date

UTILITY AGREEMENT
SANBAG Agreement No. C13094

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	**Caltrans Approved U-12, 13 and 30**

FEDERAL PARTICIPATION

On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22457 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Southern California Edison

Hereinafter referred to as "Owner", owns and maintains
electric facilities along Interstate Route 215

Within the limits of SANBAG Project which requires
relocation of electric facilities along I215

to accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22457 dated 3/15/2012, OWNER shall relocate (2) Locations. Location (1) Edison Transmission facilities located on the East side of I215 near existing BNSF Railroad between De Berry Street and Pico Street. Location (2) Existing Power Pole #4387041E E. side of I215 at the N.W. corner of Newport Ave and Canal St. All work shall be performed substantially in accordance with OWNER's Caltrans Approved Plan # U-12, 13 and 30 consisting of 1 sheet each, a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4rd Street, Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

UTILITY AGREEMENT NO. 22457

II. LIABILITY FOR WORK

The existing facilities described in Section 1 above will be relocated at 100 % SANBAG expense in accordance with Section 5A of the Master Contract dated Nov. 1st, 2004.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

UTILITY AGREEMENT NO. 22457

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

UTILITY AGREEMENT NO. 22457

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

SANBAG will acquire new rights of way in the name of either SANBAG or OWNER through negotiation or condemnation and when acquired in SANBAG's name, shall convey same to OWNER by Easement Deed. SANBAG's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1,Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$409,090.00.**

Signatures on Following Page

UTILITY AGREEMENT NO. 22457

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

Owner:
Southern California Edison

APPROVED

By:_____
Janice Rutherford
President, Board of Directors

Date:_____

APPROVED

By:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Eileen Monaghan Teichert
General Counsel

By:_____

Date:_____

CONCURRENCE:

By:_____
Jeffery Hill
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

C13094

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13095 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Southern California Edison

Contract Description I-215 Bi-County HOV Project – Utiltiy Agreement

Board of Director's Meeting Date: February 6, 2013
Overview of BOD Action: Approve Utiltiy Agreement C13095

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

CONTRACT OVERVIEW

Original Contract Amount	$	99,076	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	99,076	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	99,076

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
Feburary 6, 2013	May 31, 2015	

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? MSI Valley Freeway

☐ 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 Freeway
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

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

PAUL MEDDAUGH		1/9/13
Project Manager (Print Name)	Signature	Date
Garry Cohoe		1-10-13
Task Manager (Print Name)	Signature	Date
Andrea Turcick		1-10-13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		1-10-13
Contract Administrator (Print Name)	Signature	Date
[illegible]		1/15/13
Chief Financial Officer (Print Name)	Signature	Date

UTILITY AGREEMENT
SANBAG Agreement No. C13095

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	**Caltrans Approved Sheet 3/4 and 4/4**

FEDERAL PARTICIPATION
On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22456 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Southern California Edison

Hereinafter referred to as "Owner", owns and maintains
electric facilities along Interstate Route 215

Within the limits of SANBAG Project which requires
relocation of electric facilities along I215

to accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22456 dated 3/15/2012, OWNER shall relocate existing facilities. (2) Locations: (1) Relocate your Facility, Power Pole #2216768E located E. of I215 and N. side of Newport Ave. Bridge to avoid conflict with proposed new bridge work. (2) Relocate Facility Power Pole #1289692E located at Center Ave North bound exit ramp in Caltrans R/W to avoid conflict with proposed retaining wall. All work shall be performed substantially in accordance with OWNER's Plan #3/4 and #4/4 consisting of 1 sheet each, a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4rd Street, Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

UTILITY AGREEMENT NO. 22456

II. LIABILITY FOR WORK

Location (1) The existing facilities described above will be relocated at 100% SANBAG's expense in accordance with Section 5A of the Master Contract dated 11/1/2004. Location (2) The existing facilities described above will be relocated at 100% Owner expense in accordance with Section 5B of the Master Contract dated 11/1/2004.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

UTILITY AGREEMENT NO. 22456

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1,Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$99,076.00**

Signatures on Following Page

UTILITY AGREEMENT NO. 22456

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

Owner:
Southern California Edison

APPROVED

By:_____
Janice Rutherford
President, Board of Directors

Date:_____

APPROVED

By:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Eileen Monaghan Teichert
General Counsel

By:_____

Date:_____

CONCURRENCE:

By:_____
Jeffery Hill
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

C13095

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13096 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Southern California Edison

Contract Description I-215 Bi-County HOV Project – Utiltiy Relocation

Board of Director's Meeting Date: February 6, 2013 **Overview of BOD Action:** Approve Utiltiy Agreement C12201
Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW					
Original Contract Amount	$	569,693	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	569,693	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	569,693

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
February 6, 2013	May 31, 2015	
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? MSI Valley Freeway

☐ 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 Freeway
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

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

PAUL MELOCOTON Project Manager (Print Name)		1/9/13 Date
Garry Cohoe Task Manager (Print Name)		1-10-13 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Andrea Zureick Signature	1-10-13 Date
Jeffery Hill Contract Administrator (Print Name)		1-10-13 Date
W Stawarm Chief Financial Officer (Print Name)		1/15/13 Date

UTILITY AGREEMENT
SANBAG Agreement No. C13096

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	190-2202-1, 196-2205-1 & 800126420

FEDERAL PARTICIPATION
On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22645 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Southern California Edison

Hereinafter referred to as "Owner", owns and maintains
electric communication facilities along Interstate Route 215

Within the limits of SANBAG Project which requires
relocation of electric communication facilities along I215

to accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22645 dated 3/15/12, OWNER shall relocate Edison Communication facilities in (3) Locations: (1) Relocate your facilities and remove two existing PP's #1766610E and #1766609E to avoid conflict with proposed BNSF track shoofly (2) Remove PP's #X508S and #705412E to avoid conflict with BNSF Bridge construction (3) Relocate your facilities and remove PP's #12515705E and #1420599E to avoid conflict with new Newport Ave Bridge construction. All work shall be performed substantially in accordance with OWNER's Plan 190-2202-1, 196-2205-1 & 800126420 consisting of 1 sheet each,(3 sheets total) a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4rd Street, Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the

work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

The existing facilities are located in their present position pursuant to rights superior to those of SANBAG and will be relocated at SANBAG expense.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

UTILITY AGREEMENT NO. 22645

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

UTILITY AGREEMENT NO. 22645

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1,Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$569,693.00**

Signatures on Following Page

UTILITY AGREEMENT NO. 22645

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

Owner:
Southern California Edison

APPROVED

By:_____
Janice Rutherford
President, Board of Directors

Date:_____

APPROVED

By:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Eileen Monaghan Teichert
General Counsel

By:_____

Date:_____

CONCURRENCE:

By:_____
Jeffery Hill
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

C13096

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13097 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Southern California Edison

Contract Description I-215 Bi-County HOV Project – Utiltiy Relocation

Board of Director's Meeting Date: Feburary 6, 2013
Overview of BOD Action: Approve Utiltiy Agreement C13097

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

CONTRACT OVERVIEW

Original Contract Amount	$	204,545	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	204,545	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	204,545

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
February 6, 2013	May 31, 2015	

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? MSI Valley Freeway

☐ 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 Freeway
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

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

PAUL METCALFE			1/9/13
Project Manager (Print Name)		Signature	Date
Garry Cohoe			1-10-13
Task Manager (Print Name)		Signature	Date
Andrea Turnick			1-10-13
Dir. of Fund Admin. & Programming (Print Name)		Signature	Date
Jeffery Hill			1-10-13
Contract Administrator (Print Name)		Signature	Date
Mr. Stumpf			1/16/13
Chief Financial Officer (Print Name)		Signature	Date

UTILITY AGREEMENT
SANBAG Agreement No. C13097

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	TD561697

FEDERAL PARTICIPATION

On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22707 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Southern California Edison

Hereinafter referred to as "Owner", owns and maintains
Electric facilities along Interstate Route 215

Within the limits of SANBAG Project which requires
Relocation of electric facilities along I215

To accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22707 dated 3/15/2012, OWNER shall relocate Edison Transmission facilities located at (2) Locations (1) PP's #4168954E & #4259160E located on W. La Cadena Dr. between Main St.& Maryknoll Ave. (2) PP's #4286983E & #4286951E located between Maryknoll Ave and the intersection of W. La Cadena Dr. and Iowa Ave. All work shall be performed substantially in accordance with OWNER's Caltrans Approved Plan # 561697 consisting of 2 sheets, a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4rd Street, Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

UTILITY AGREEMENT NO. 22707

II. LIABILITY FOR WORK

The existing facilities described in Section I above will be relocated at 50% SANBAG's and 50% Owner expense in accordance with Section 5C of the Master Contract dated 11/1/2004.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

UTILITY AGREEMENT NO. 22707

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1,Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$204,545.00**

Signatures on Following Page

UTILITY AGREEMENT NO. 22707

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

Owner:
Southern California Edison

APPROVED

By:_____
Janice Rutherford
President, Board of Directors

Date:_____

APPROVED

By:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Eileen Monaghan Teichert
General Counsel

By:_____

Date:_____

CONCURRENCE:

By:_____
Jeffery Hill
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

C13097

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13098 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Southern California Edison

Contract Description I-215 Bi-County HOV Project – Utiltiy Relocation

Board of Director's Meeting Date: February 6, 2013
Overview of BOD Action: Approve Utiltiy Agreement C13098

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

CONTRACT OVERVIEW

Original Contract Amount	$	99,076	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	99,076	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	99,076

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
February 6, 2013	May 31, 2015	

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? MSI Valley Freeway

☒ 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 Freeway
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

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

PAUL MELOCOTON	[signature]	1/9/13
Project Manager (Print Name)	Signature	Date
Garry Cohe	[signature]	1-10-13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	[signature]	1-10-13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill	[signature]	1-10-13
Contract Administrator (Print Name)	Signature	Date
W Stewart	[signature]	1/5/13
Chief Financial Officer (Print Name)	Signature	Date

UTILITY AGREEMENT
SANBAG Agreement No. C13098

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	**Caltrans Approved Sheet 2/4**

FEDERAL PARTICIPATION

On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22708 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Southern California Edison

Hereinafter called "Owner", owns and maintains
electric facilities along Interstate Route 215

Within the limits of SANBAG Project which requires
relocation of electric facilities along I215

to accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22708 dated 3/15/2012, OWNER shall relocate existing Distribution facilities PP #'s 4169777E & PP 1981346E located on W. La Cadena between Kluk Ln. and Main St. All work shall be performed substantially in accordance with OWNER's Plan #2/4 consisting of 1 sheet, a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4rd Street, Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

UTILITY AGREEMENT NO. 22708

II. LIABILITY FOR WORK

The existing facilities described above will be relocated at 50% SANBAG expense and 50% OWNER expense in accordance with Section 5C of the Master Contract dated 11/1/2004.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill after notification

of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.
within 360 days.

UTILITY AGREEMENT NO. 22708

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1,Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$99,076.00**

Signatures on Following Page

UTILITY AGREEMENT NO. 22708

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

Owner:
Southern California Edison

APPROVED

By:_____
Janice Rutherford
President, Board of Directors

Date:_____

APPROVED

By:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Eileen Monaghan Teichert
General Counsel

By:_____

Date:_____

CONCURRENCE:

By:_____
Jeffery Hill
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

C12250

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 7

Date: February 6, 2013

Subject: Palm Avenue Grade Separation right-of-way certification and indemnification Resolution, Plans, Specifications, and Estimate approval, and Funding Application Resolution

Recommendation:* 1. Adopt Resolution No. 13041 authorizing the Executive Director to execute the right-of-way certification for the Palm Avenue Grade Separation project and for other Commission projects where Caltrans requires right-of-way certification.

2. Approve plans and specifications and authorize advertising Invitation for Bids for construction of the Palm Avenue Grade Separation Project.

3. Approve taking the recommendation for award of the construction contract directly to Board without prior Metro Valley Study Session review.

4. Adopt Resolution No. 13042 authorizing filing an application with Caltrans for Grade Separation funding allocation, affirming Commission's ability to timely award construction contract within two years after funding is allocated, and confirming sufficient local funds will be available as project work progresses.

Background: **These are the required approvals to allow the Palm Avenue Grade Separation project to proceed to construction and to apply for grade**

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1302d-ds
Attachments: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/RES13041.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/RES13042.docx

separation funding. Commission has been working with the City of San Bernardino through a Project Development Team (PDT) in completing the design and construction bid package for the Palm Avenue Grade Separation. This project will grade separate Palm Avenue and the BNSF Railway tracks, increasing safety and eliminating the delay at the existing at-grade crossing. Right-of-way has also been secured for the project which includes permanent roadway easements, utility easements, and temporary construction easements.

The Project is ready to proceed to construction. It is anticipated that the construction contract invitation for bids advertising period would begin in April, 2013, with bids opened in late May or early June and a contract award recommendation presented at the June or July, 2013 Board meeting. Construction is anticipated to last around 18 months.

Construction of the project is funded by Federal Demonstration earmarked funds, Projects of National and Regional Significance funding (PNRS), Congestion Management and Air Quality (CMAQ), State Trade Corridor Improvement Funds (TCIF), a project contribution from BNSF Railway and Measure I 2010-2040 Valley Major Streets funding. The State TCIF funds need to be allocated no later than June, 2013 with these funds only allocated after a project has been certified as ready to list for construction. It is anticipated these funds will be allocated at the March, 2013 California Transportation Commission (CTC) meeting. The Federal funds are currently in the fund obligation process, with completion expected within the next month or two. Caltrans and the Federal Highway Administration (FHWA) approval are required to use Federal funds on the project and authorize the project to proceed to construction. Upon receiving the funding approval and approval from the Commission, the project would then go out to bid.

To allow the project to proceed, the following actions are required and are set forth in the recommendations:

Recommendation 1: Approval of Resolution RES13041
The process for obligating federal construction funds requires approval of a Request for Authorization submitted to Caltrans Local Assistance. One component of this is providing a right-of-way certification stating that all property and utility rights required for construction of the project have been secured and that agreement has been reached with BNSF regarding impacts to their railroad facilities. In the case of the Palm Avenue Grade Separation project which is not on the state highway system, Commission (through Overland, Pacific and Cutler (OPC)) rather than Caltrans, performed right-of-way acquisition services, and Commission, rather than Caltrans, is required to execute the right-of-way certification. Associated with the right-of-way certification, Commission must also agree to indemnify Caltrans from liabilities associated with the right-of-way certification since Caltrans did not perform the right-of -

way activities. The resolution requests the Commission authorize the Executive Director or his designee to execute the Right-of-Way Certification that includes the requisite Caltrans indemnification, and to execute future Caltrans-required Right-of-Way certifications on other projects. Staff recommends approval of this resolution.

Recommendation 2: Approval of Plans, Specifications and Estimate (PS&E) and Authorizing Advertisement of Construction Invitation for Bids
The PS&E for the Project has been completed and the bid package is being finalized. Staff is requesting Commission approval of the PS&E and authorization for advertisement of the bid package for construction of this project.

Recommendation 3: Taking the recommendation for award of the construction contract directly to Commission without prior Metro Valley Study Session review.
Commission anticipates advertising this Project for bid in April, 2013, based on approval of Recommendations 1 and 2 of this agenda item, with bid opening scheduled six to seven weeks after the start of advertising. The draft contract is contained in the bid package which is submitted for approval in Recommendation 2.

At bid opening, an evaluation of funding will be done comparing the actual bid amount with the amount programmed. If the bids come in higher than what is programmed, alternatives will be considered and a recommendation brought forward for the Commission's consideration. This construction contract will be recommended for award based on verification of the lowest responsive bid in accordance with established criteria. Since the award of the contract is based on the lowest responsive bidder, it is recommended that the award of the construction contract proceed directly to Commission without prior Metro Valley Study Session review. This will allow the execution of the contract and start of construction to occur at the earliest possible date and ensure timely use of Federal and State funding.

Recommendation 4: Approval of Resolution RES13042
This is a new Resolution. The Palm Avenue Grade Separation Project is eligible for California Transportation Commission allocation of grade separation funding. The Palm Avenue Grade Separation Project currently is ranked number 29 on the statewide priority list. The annual budget for this grade separation funding program is around $15-$20 million, which typically results in varying awards to about 5 projects. An award of funds depends, in part, upon project readiness and fund availability. Projects must be able to be award a construction contract within two years from the time of CTC award. Many projects fall off the priority list due to project readiness or lack of funds to fully fund the project. The funds request package is due on April 1st of each year. Approval of

recommendations 1 and 2 and this resolution would allow Commission to submit a funding request package in 2013 before the April 1st deadline.

The proposed resolution authorizes filing an application with Caltrans for Grade Separation funding allocation, affirms Commission's ability to timely award the project construction contract within two years after funding is allocated, and confirms that sufficient local funds will be available as project work progresses (all federal, state, and local funds have already been programmed for the project). Staff recommends approval of this resolution.

Financial Impact: This item is consistent with the 2012/13 SANBAG Budget. This item has no impact on the current Fiscal Year Budget. The funds for construction will be obligated when the contracts for this phase are executed. Funding will be included in next year's draft budget. Task No. 0874

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 January 17, 2013. SANBAG General Counsel has reviewed this item as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

RESOLUTION NO. 13041

A RESOLUTION OF SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION AUTHORIZING THE EXECUTIVE DIRECTOR, OR HIS DESIGNEE, TO EXECUTE RIGHT-OF-WAY CERTIFICATIONS FOR THE PALM AVENUE GRADE SEPARATION PROJECT AND ALL OTHER COMMISSION PROJECTS WHERE CALTRANS REQUIRES COMMISSION RIGHT-OF-WAY CERTIFICATIONS.

WHEREAS, Section 635.309 of Title 23 of the Code of Federal Regulations provides in part that as a condition precedent to advertising bids for construction of projects funded in whole or in part with Federal Highway Administration (FHWA) administered funds, the State must certify to the FHWA as to the status of right-of-way acquisitions, utility relocations and railroad operating facilities for such projects; and

WHEREAS, San Bernardino County Transportation Commission (Commission) projects receiving funding administered by the FHWA must provide the California Department of Transportation (Caltrans) with certifications of the right-of-way acquisitions, utility relocations and railroad operating facilities (Right-of-Way Certification) for such projects prior to advertising bids for construction of such projects; and

WHEREAS, the Palm Avenue Grade Separation project at the BNSF Railway Company tracks, (CPUC) No. 002-74.06A, in the County of San Bernardino, California (Project), is a Commission project funded in part with FHWA administered funds and for which Caltrans requires a Commission Right-of-Way Certification, in order to discharge Caltrans oversight obligations to the FHWA; and

WHEREAS, Commission desires to delegate authority to the Executive Director of San Bernardino Associated Governments, acting in its capacity as the Commission, to execute the Right-of-Way certification for the Project and Right-of-Way certifications required by Caltrans for other Commission projects.

NOW, THEREFORE, BE IT RESOLVED by the San Bernardino County Transportation Commission as follows:

SECTION 1. The Executive Director of SANBAG, or his designee, is authorized to execute on behalf of the San Bernardino County Transportation Commission the certification of the right-of-way acquisitions, utility relocations and railroad operating facilities for the Palm Avenue Grade Separation project at the BNSF Railway Company tracks, CPUC No. 002-74.06A, in the County of San Bernardino, California, in substantially the form attached to and incorporated into this Resolution as Exhibit A.

SECTION 2. The Executive Director of SANBAG, or his/her designee, is authorized to execute on behalf of the San Bernardino County Transportation Commission any Caltrans-required Commission certifications of the right-of-way acquisitions, utility relocations and railroad operating facilities for Commission projects, and to include in such certifications Caltrans-required indemnification language in the following form or such form required by Caltrans from time-to-time:

"The San Bernardino County Transportation Commission (Commission) agrees to indemnify, defend, and hold harmless the Department of Transportation (Caltrans) from any and all liabilities which may result in the event the right of way for this project is not clear as certified. Commission shall pay from its own nonmatching funds, any costs which arise out of delays to the construction of the project because utility facilities have not been removed or relocated, or because rights of way have not been made available to Commission for the orderly performance of the project work."

SECTION 3. This Resolution shall take effect upon adoption.

ADOPTED by the San Bernardino County Transportation Commission on February 6, 2013, by the following vote:

AYES:

NOES:

ABSENT:

_____

Janice Rutherford, Chairperson

ATTEST:

_____

Vicki Watson,
Clerk of the Commission

EXHIBIT "A"

Palm Avenue Grade Separation Project Right-of-Way Certification

EXHIBIT 13-B RIGHT OF WAY CERTIFICATION LOCAL ASSISTANCE PROJECT (OFF STATE HIGHWAY SYSTEM)

COUNTY OF SAN BERNARDINO

PROJECT: [redacted]
Federal Program

RIGHT OF WAY CERTIFICATION NO. 2

Project Location: City of San Bernardino

General Description of Project:

This project is located in southwest San Bernardino County along the northwestern jurisdiction of the City of San Bernardino and unincorporated San Bernardino County. It consists of a new bridge structure, approach embankments, and associated roadway improvements to grade separate Palm Avenue from the BNSF railroad tracks.

1. STATUS OF REQUIRED RIGHT OF WAY:

Right of way has been acquired in accordance with applicable policy and procedure covering the acquisition of real property. Commission has legal and physical possession and right to enter on all land as follows:

A. Total number of parcels required. 10

1. Parcels acquired (escrow closed or Final Order of Condemnation recorded). 5

APN(s)	Document Type	Owner	Close of Escrow	Duration of TCE
0266-041-22	TCE*	Fred G. Walter and Son	06/20/12	24 months
0266-021-44	Grant Deed	Francis 1986 Family Trust	07/31/12	N/A
0262-051-02	Quitclaim Deed	SBCFCD	12/5/12	24 months
0266-041-62	Grant of Easement, TCE*	Palm Avenue SB LLC	12/28/12	24 months
0262-051-29	Grant of Easement, TCE*	Calmat Land	12/18/12	24 months

* Contractor will notify owner in writing 48 hours prior to commencement of construction.

2. Parcels covered by Order for Possession. 4

Parcel No.	Owner	Effective Date	Duration of TCE
0266-041-69	Gaelle II, LLC	[redacted]	24 months
0266-041-70	Marwah Family Trust	[redacted]	24 months
0266-021-17, 18, 32, 39	S. B. Universal Self Storage	[redacted]	24 months
0266-021-43	Van Valkenburgh	[redacted]	24 months

3 Parcels covered by Construction and Maintenance Agreement. 1

APN	Owner	Effective Date
0266-011-13	BNSF	[redacted]

4. Parcel covered by Right of Entry. 0
5. Parcel covered by a Right of Entry executed prior to appraisal. 0
6. Parcels covered by Resolution of Necessity only. 0
7. Parcels covered by other acquisition documents as follows: 0
8. Number of Parcels with a value in excess of $500,000. 3

Dual Appraisals for each parcel? ____ Yes X No

B. Construction Permits, etc., required. 0

2. **STATUS OF ACCESS CONTROL**
Local City street – Off State Highway System – no access control required.

3. **STATUS OF AFFECTED RAILROAD OPERATING FACILITIES:**
BNSF Railway has approved the proposed work, which is within their right of way but which does not require the adjustment of railroad facilities. The necessary clauses will be placed in the contract provisions. The project may now be advertised.

C & M Agreement:

Agreement No.	Railroad	Status	Approval Date
BF-10003191	BNSF	Pending	[redacted]

4. **MATERIAL SITE(S)**
None required.

5. **DISPOSAL SITES(S)**
None required.

6. **STATUS OF REQUIRED UTILITY RELOCATIONS:**

All necessary arrangements have been made for the completion of all remaining utility work required to be coordinated with project construction. The special provisions in the contract provide for the coordination (see schedule below). Arrangements have been made with the owners of all conflicting utility encroachments which will remain within the right of way of the project so that adequate control of the right of way will be achieved.

The following utilities are located within the project rights of way, but require no relocation:

Company	Type/Facility
Level (3) Communication	UG Fiber Optic
US Sprint Communication	UG Fiber Optic
Verizon Business Communication	UG Fiber Optic

The following utilities are in conflict with the project and require relocation as follows:

Right of Way Notice No.	Notice Date	Company	Liability % (Owner=O) (City/CO.=C)	Type Facility	Relocation Schedule Start Date & End Date (or) Concurrent w/ Construction (or) Bid Item
120	12/19/12	SCE (Distribution)	Loc (1): 100% SANBAG Loc (2)(3)(4): 100% SCE	OH & UG Distribution	4/15/13 T
121	11/21/12	SCG (Distribution)	Loc (1): 100% SANBAG Loc (2): 100% SCG	UG Pipeline	4/15/13 T
122	12/19/12	Verizon	Loc (1): 100% SANBAG Loc (2)(3)(4): 100% Verizon	UG Fiber Optic	Concurrent

Additional Information required for each bid item:

Bid Item No.	Type Facility	Liability	Federal Participation
1	36" Water	100% SANBAG	None
2	Sewer MH	100% SANBAG	None

7. **RIGHT OF WAY CLEARANCE:**
There are no improvements or obstructions located within the limits of the project.

8. **AIRSPACE AGREEMENTS:**
There are no airspace lease properties within the limits of this project.

9. **COMPLIANCE WITH RELOCATION ASSISTANCE PROGRAM REQUIREMENTS:**
Compliance was not required as there were no displacements for this project.

10. **COOPERATIVE AGREEMENTS:**
San Bernardino County Transportation Authority, San Bernardino County Transportation Commission and City of San Bernardino Agreement No. C11180, dated 6/1/2011.

11. **ENVIRONMENTAL MITIGATION:**
No environmental mitigation parcels are required for this project.

12. **CERTIFICATION**
I hereby certify the right of way on this project as conforming to 23 CFR 635.309(c)(2). The project may be advertised with contract award being made at any time.

13. **INDEMNIFICATION BY LOCAL AGENCY**

The Commission agrees to indemnify, defend, and hold harmless the Department of Transportation (Caltrans) from any and all liabilities which may result in the event the right of way for this project is not clear as certified. The Commission shall pay, from its own nonmatching funds, any costs which arise out of delays to the construction of the project because utility facilities have not been removed or relocated, or because rights of way have not been made available to the Commission for the orderly performance of the project work.

COUNTY OF SAN BERNARDINO

By: _____
Garry Cohoe

As authorized: Resolution No.
Dated_____

The undersigned Caltrans Official has reviewed this Right of Way Certification as to form and content. Based on the review of the documents submitted, the Certificate is accepted on behalf of the local public agency. It remains the sole responsibility of the local public agency to ensure compliance with the Federal Uniform Act and this Certificate is accepted on their behalf.

Accepted as to form and content:

By _____

Title _____

Date _____

Distribution:

Local agency completes this form, signs and sends it to the DLAE, who forwards it to District Right of Way for signature. Right of Way signs the completed form, keeps a copy for their files and sends original back to DLAE, who makes a copy of this file and sends the original back to the local agency. (There is an exception: If the local agency is doing work on an Interstate Highway, and requesting a Right of Way Certification #3 with a work-around, the Certification [Exhibit 13- B)] is sent to HQ Right of Way Local Programs, who forwards it to FHWA for their approval. But if the locals are doing work on the State Highway System, then they follow the instructions and guidelines of the *Right of Way Manual*, not the LAPM.)

RESOLUTION NO. 13042

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION AUTHORIZING THE FILING OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR ALLOCATION BY THE CALIFORNIA TRANSPORTATION COMMISSION (CTC) OF $5 MILLION OF GRADE SEPARATION FUNDS FROM FISCAL YEARS 2012/13, 2013/14 AND 2014/15; AND VERIFYING THAT SUFFICIENT COMMISSION FUNDS ARE AVAILABLE AND THAT ALL OTHER MATTERS PREREQUISITE TO AWARDING THE CONTRACT FOR THE CONSTRUCTION OF THE PALM AVENUE GRADE SEPARATION CAN BE ACCOMPLISHED WITHIN TWO YEARS OF CTC FUNDING ALLOCATION.

WHEREAS, Section 1445 of Title 21 of the California Code of Regulations requires that applications for allocation of railroad grade separation funds have a certified copy of a resolution of the applicant's governing body authorizing the filing of the application; and

WHEREAS, Section 2456 of the California Streets and Highways Code requires that local agencies applying for allocations of railroad grade separation projects funding also attach to their application a certified resolution of the applicant's governing body stating that sufficient local funds will be made available as the work of the project progresses, and stating that all matters prerequisite to awarding the construction contract can be accomplished within two years after allocation of the funds for the project by the California Transportation Commission; and

WHEREAS, the Palm Avenue Grade Separation at the BNSF Railway Company tracks, California Public Utilities Commission (CPUC) No. 002-74.06A, is a project eligible for allocation of grade separation funds; and

WHEREAS, San Bernardino County Transportation Commission budgets for Fiscal Years 2012/13, 2013/14 and 2014/15 will meet the Commission's cash flow requirements and also provide for the Commission's share of the cost of the Palm Avenue Grade Separation Project; and

WHEREAS, the San Bernardino County Transportation Commission has obtained all necessary orders from the CPUC, will execute all necessary agreements with the BNSF Railway Company, will acquire all necessary rights-of-way or orders of possession granting Commission the immediate possession thereof, and will accomplish all other requirements prerequisite to awarding a contract for the Palm Avenue Grade Separation project within a two (2) year period after the date the California Transportation Commission allocate funds to this construction project.

NOW, THEREFORE, BE IT RESOLVED by the San Bernardino County Transportation Commission as follows:

SECTION 1. Sufficient funds will be available in San Bernardino County Transportation Commission's 2011/12, 2012/13 and 2013/14 Fiscal Year budgets for the Commission's

share of the Palm Avenue Grade Separation Project at the BNSF Railway Company tracks, California Public Utilities Commission (CPUC) No. 002-74.06A, DOT CROSSING NO. 929074M.

SECTION 2. All matters prerequisite to awarding the construction contract for the Palm Avenue Grade Separation Project can be accomplished within two years after allocation of the funds for the project by the California Transportation Commission. .

SECTION 3. The Executive Director, as an agent of the San Bernardino County Transportation Commission, is authorized to submit an application for allocation of grade separation funding for the Palm Avenue Grade Separation Project, and to conduct all negotiations, execute and submit all documents including but not limited to applications, agreements, amendments, payment requests, etc. associated with the application.

SECTION 4. This Resolution shall take effect upon adoption.

ADOPTED by the Board of the San Bernardino County Transportation Commission, State of California on February 6, 2013, by the following vote:

AYES:

NOES:

ABSENT:

_____

Janice Rutherford, Chairperson

ATTEST:

_____

Vicki Watson,
Clerk of the Commission

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 8

Date: February 6, 2013

Subject: Utility Agreement with San Bernardino Municipal Water Department for the Interstate 15/Interstate 215 (I-15/I-215) Devore Interchange Reconstruction Project

Recommendation:* 1. Approve Agreement No. C13085 with the San Bernardino Municipal Water Department for water pipeline relocation on the I-15/ I-215 Devore Interchange Reconstruction Project which commits San Bernardino Associated Governments to pay an estimated $316,440 for the relocation of an existing water pipeline that will conflict with planned improvements within the project limits and to receive an estimated payment of $911,560 for incurred costs for betterments and extension of the relocated water pipeline beyond the conflict area.

2. Approve a contingency of $33,560 for the payable portion of Agreement C13085 and a contingency of $88,440 for the receivable portion of this Agreement.

Background: San Bernardino Associated Governments (SANBAG), in conjunction with California Department of Transportation (Caltrans) is proceeding with the right-of-way phase of the I-15/I-215 Devore Interchange Reconstruction Project (Devore Interchange Project). Cooperative Agreement No. C11103 with Caltrans was approved for this phase of the project at the June 1, 2011, Board meeting and was amended at the March 7, 2012, Board meeting to provide funding for the acquisition of property, utility relocations, and environmental mitigation. In this agreement, SANBAG is designated as the implementing agency for the appraisal,

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1302c-ds

Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13085.docx

acquisition, and management of the right-of-way properties and utility relocations needed for this important design-build project. The approved agreement commits up to $50,353,825 in Measure I 2010-2040 Cajon Pass funds for the acquisition of right-of-way, utility relocations, Caltrans right-of-way engineering and condemnation work, and mitigation expenses. At the June 6, 2012, SANBAG Board meeting, the Board approved appraisals and authorized making offers on fifteen (15) parcels for an aggregate not-to-exceed amount of $3,000,000; at the July 11, 2012, SANBAG Board meeting, the Board approved appraisals and authorized making offers on an additional thirty-one (31) parcels for an aggregate not-to-exceed amount of $1,610,000; at the August 1, 2012, SANBAG Board meeting, an additional sixty-two (62) parcels for an aggregate $9,930,000 was approved; at the September 5, 2012, SANBAG Board meeting, an additional eighteen (18) properties were approved at an aggregate $1,625,000; at the October 3, 2012 SANBAG Board meeting, an additional three properties were approved at an aggregate $165,000; and at the January 9, 2013 SANBAG Board meeting, an additional $175,000 was approved for two revised appraisals and acquisitions. The total for all the requests to date is $16,505,000 approved for right-of-way appraisals and acquisitions.

Per the right-of-way Cooperative Agreement, SANBAG is responsible for payment of project utility relocation costs. In this case, there is a conflict between proposed project improvements and an existing 16-inch water pipeline owned by San Bernardino Municipal Water Department (SBMWD). Since SBMWD has prior rights, the project is responsible for the relocation costs in the conflict area. The relocation will occur into the newly reconnected Cajon Boulevard being constructed as part of the project. In discussion with SBMWD they would like to increase the size of the pipe which is being relocated and to relocate additional length of pipeline into the newly constructed Cajon Boulevard reconnection beyond the conflict area. Doing all this work at the same time is cost effective and it will allow for better future access and maintenance and less disruption to the traveling public. This work is a betterment to the existing condition and is therefore not an eligible project cost. SBMWD has agreed to pay for these betterment costs as part of this agreement.

The actual design and construction of the relocation will be executed by the project Design Builder which is under contract to the Caltrans. The costs for the relocation of the water pipeline will be billed to SANBAG per the construction cooperative agreement C12216 and SANBAG will pay for those relocation costs in the conflict area. The costs incurred for the betterment portion of the work will be paid by SANBAG from funds already received from SBMWD for this work. The relocation payment will be based on actual costs. These costs are currently estimated to be $316,440 for the conflict portion which is 100% project cost paid by SANBAG and $911,560 for the betterment portion which is a SBMWD cost paid by SANBAG from a deposit of funds by SBMWD.

Since these are estimated costs, this agenda item includes a roughly 10% contingency for both the payable and receivable portions of the Agreement. A contingency of $33,560 is being specified for the payable portion of the Agreement and $88,440 for the receivable portion. SANBAG staff recommends approval of this agreement.

Financial Impact: This item is consistent with the SANBAG Fiscal Year 2012/2013 budget. Task No. 0880.

Reviewed By: This item was reviewed and recommended for approval (13-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the standard contract.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13085 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and San Bernardino Municipal Water Department

Contract Description Utility Agreement for the I-15/I-215 Interchange Reconstruction Project

Board of Director's Meeting Date: 2/6/13
Overview of BOD Action: Approve Utility Agreement

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

CONTRACT OVERVIEW

Original Contract Amount	$	911,560.00	**Original Contingency Amount**	$	88,440.00
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	911,560.00	**TOTAL CONTINGENCY VALUE**	$	88,440.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	1,000,000.00

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
2/6/13	2/6/16	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0880.
☐ A Budget Amendment is required.
How are we funding current FY? Funds will be received from San Bernardino Municipal WD.

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
Funds will be received from San Bernardino Municipal Water Department
☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

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

DENNIS SAYLOR Project Manager (Print Name)	Dennis Saylor Signature	1/8/13 Date
Garry Cohoe Task Manager (Print Name)	Signature	1-10-13 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Andrea Zureick Signature	1-10-13 Date
Jeffery Hill Contract Administrator (Print Name)	Signature	1-17-13 Date
W. STAWARSKY Chief Financial Officer (Print Name)	Signature	1/30/13 Date

UTILITY AGREEMENT
SANBAG Agreement No. C13085

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	San Bernardino	15/215	SBD-14.4/16.4	OK7101

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
N/A	

FEDERAL PARTICIPATION

On the project ☒ YES ☐ NO On the Utilities ☐ YES ☒ NO

UTILITY AGREEMENT NO. 22905 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", in partnership with the California Department of Transportation, hereinafter referred to as "Caltrans" proposes to reconfigure Interstate 15/Interstate 215 (I-15/I-215) Interchange near Devore, an unincorporated area in the County of San Bernardino, CA. hereinafter referred to as the "Project". The Project includes the addition of one northbound lane and one southbound lane on I-15 between I-215 and Glen Helen Parkway, where the current freeway is three lanes in each direction. The addition of the new lanes will provide a continuous set of four lanes in each direction between State Route 60 and US Highway 395. Truck bypass lanes are proposed to help improve traffic flow. There are also interchange reconfigurations and some local street modifications including the reconnection of Cajon Blvd. between Devore Rd. and Kenwood Ave. The Project will be constructed by a Design Build firm, hereinafter referred to as "Design Build Highway Contractor", under contract to Caltrans.

San Bernardino Municipal Water Department
Hereinafter referred to as "Owner", owns and maintains

water facilities within Cajon Blvd. and crossing under the I-15 freeway
Within the limits of the Project which requires

relocation of water facilities located below the I-15 freeway and within the proposed Cajon Blvd. connector

to accommodate the Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22905 dated _____, OWNER shall review, revise, approve and accept Project's prepared utility relocation plans and coordinate its utility relocation construction inspection activities with the Project's Utility Inspector. The Design Build Highway Contractor shall relocate OWNER's water pipeline facilities as shown on Project approved plan _____dated_____.

Deviations from the OWNER's plan described above initiated by either SANBAG/Design Build Highway Contractor or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such revised Notices to Owner, approved by SANBAG/Design Build Highway Contractor and agreed to and acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER

of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

It is mutually agreed that SANBAG will request Caltrans to include the water pipeline relocation work as part of the Project highway construction contract. OWNER shall have access to all phases of the work to be performed by Design Build Highway Contractor for the purpose of inspection to ensure that the work being performed for the OWNER is in accordance with the specifications contained in the highway contract. Upon completion of the work performed by Design Build Highway Contractor, OWNER agrees to ownership and maintenance of the constructed facilities and relinquishes to Caltrans ownership of the replaced facilities.

II. LIABILITY FOR WORK

Existing facilities are located in their present position pursuant to rights superior to those of SANBAG/Caltrans and will be relocated at SANBAG's expense.

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by Design Build Highway Contractor, as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to SANBAG's Utility Inspector for their evaluation and final disposition.

OWNER agrees to perform the herein described work (inspection services only), excepting that work being performed by Design Build Highway Contractor, with its own forces and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

UTILITY AGREEMENT NO.
22905

IV. PAYMENT FOR WORK

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Work shall be performed under Section I above at no expense to OWNER except as herein provided.

It is understood that the relocation as herein contemplated includes betterment to OWNER's facilities by reason of increased capacity in the estimated amount of $911,560.00, said amount to be deposited upon demand in the accounting office of SANBAG. The final betterment payment shall be calculated based upon the actual quantities installed as determined by the Project's engineer, and the current cost data as determined from the records of the OWNER. In addition, the OWNER shall credit SANBAG at the time of the final billing for all depreciation and the salvage value of any material or parts salvaged and retained by the OWNER.

In the event actual final relocation costs as established herein are less than the sum of money deposited by OWNER to SANBAG, SANBAG hereby agrees to refund to OWNER the difference between said actual cost and the sum of money deposited. In the event that the actual cost of relocation exceeds the amount of money advanced to SANBAG, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse SANBAG said deficient costs upon receipt of an itemized bill as set forth herein.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Relocation Claim Letter request of April 24, 2012, to review, study and/or prepare relocation plans and estimates for the Project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by SANBAG's Board of Directors.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the work described herein.

Where OWNER has prior rights in areas which will be within the highway right-of-way where OWNER's facilities will remain on or be relocated on STATE/SANBAG highway right-of-way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties

UTILITY AGREEMENT NO.
22905

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$316,440.00.**

Signatures on Following Page

UTILITY AGREEMENT NO.
22905

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

APPROVED

By:_____
Janice Rutherford
President, Board of Directors

Date:_____

Owner:
San Bernardino Municipal Water Department

APPROVED

By:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By:_____
Jeffery Hill
Contract Administrator

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **9**

Date: February 6, 2013

Subject: Interstate 10 (I-10) Pepper Interchange Improvement Project in the City of Colton

Recommendation:*

1. Approve an exception to Measure I Strategic Plan Policy 40005/VFI-14 Valley Freeway Interchange Prioritization so that an estimated $369,600 of Measure I Valley Interchange funds may be used for the priority 19 I-10 Pepper Interchange Improvement Project.

2. Approve budget amendment to add new Task Number 0896 for the I-10 Pepper Interchange Improvement Project and amend the current 2012/2013 fiscal year budget to include an amount of $300,000 of Measure I Valley Fund Freeway Interchange funds and $100,000 of City of Colton funds to cover anticipated expenditures during the 2012/2013 fiscal year.

3. Authorize cash flow borrowing from the Measure I Valley Freeway Program to the Measure I Valley Interchange program in the amount of $369,600.

4. Approve Contract No. C13040 with the City of Colton and County of San Bernardino for the preparation of Preliminary Engineering and Environmental Document; Plans Specifications and Estimate; Right-of-Way; and Construction of the I-10 Pepper Interchange which defines roles, responsibilities and project funding, identifies San Bernardino

*

COG		CTC	X	CTA		SAFE		CMA	

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

BRD1302a-pm
Attachments: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13040.DOCX

Associated Governments as the lead agency for all phases of the project, and commits San Bernardino Associated Governments to contribute a total not-to-exceed amount of $369,600, funded with Measure I funds as shown in Table 1.

5. Authorize staff to utilize the existing Program Management Agreement No. C09124 with Parsons Transportation Group, and the existing Environmental on-call Agreement No. C08200 with Vandermost Consulting to perform all engineering and environmental work associated with the Preliminary Engineering and Environmental Document, and Plans Specifications and Estimate activities for this Project.

Background: Pepper Avenue is a north/south major arterial in the City of Colton (City), and forms a diamond interchange with I-10 and is currently ranked 19 out of 33 on the San Bernardino Associated Governments (SANBAG) Interchange Priority List. It carries a high number of heavy vehicles and is an element of the City of Colton truck route master plan. Pepper Avenue experiences consistent queuing of traffic on the east bound off ramp, and on south bound Pepper Avenue, specifically between the east bound ramp intersection and Valley Boulevard.

The ultimate interchange improvement concept has been developed for many years, but has not proceeded forward due to the lack of funding and the position of the project on SANBAG's interchange priority list. The Project, through the County of San Bernardino, received a federal earmark of $6,191,000 TEA-21 DEMO funds which were authorized in August 2009. An additional $904,000 of Interstate Maintenance Discretionary (IMD) has also been programmed by Caltrans for this Project.

Since the interchange serves the County Regional Hospital and has received $7.1M of federal grant funds, it is in the interest of the region to develop a phased project that will resolve the traffic issues and provide a suitable gateway to the hospital. Utilizing traffic volume information provided by the City, staff has developed a phased project that will relieve the congestion for years to come and has a total estimated cost of $7,655,000.

The scope of the proposed phased project includes widening of the bridge structure to provide five lanes, minor ramp improvements, and minor arterial street improvements. Preliminary layouts were prepared and shared with the California Department of Transportation (Caltrans) who concurred with the proposed scope and the use the Streamlined Oversight Process (SOP) to expedite delivery of this Project.

Recommendation 1 – In accordance with SANBAG's Strategic Plan Policy 40005/VFI-14, Valley Freeway Interchange revenues shall be allocated in order of interchange priority. The I-10/Pepper Avenue Interchange project is priority 19. Staff is requesting an exception to this policy so that an estimated $369,600 of Measure I Valley Interchange funds may be used in conjunction with the City of Colton Nexus Fair Share of $246,400, and the federal funds to complete the phased project.

A total of about $7.1M of federal grants are programmed on the project; a small portion of these funds (approximately $57,000) has been expended to date resulting in a balance of approximately $7.04M of federal funds. Due to the age of the federal funds, there is a need to get this project under construction as soon as possible and avoid possible rescission of the federal funds.

At the October 3, 2012, Board meeting an item was presented entitled, Measure I Valley Freeway Interchange Project Delivery Initiative. After considering the information about the subject project which included the reduced scope and the risk of losing the federal funds, the Board included the I-10/Pepper Interchange project as one of the interchange projects that staff should determine a way to move forward.

It is recommended that the exception to SANBAG's Strategic Plan Policy 40005/VFI-14 be approved.

Recommendation 2 – The proposed I-10 Pepper Interchange project was not included in SANBAG's approved 2012/2013 fiscal year budget. A budget amendment to create a new Task Number is needed before staff can proceed with this project. Staff is recommending that the Board approve a budget amendment and the issuance of a new Task Number 0896. The budget amendment will authorize the expenditure of $300,000 of Measure I Valley Fund Freeway Interchange funds, and a receivable of $100,000 from the City of Colton for the 2012/2013 Fiscal Year.

Recommendation 3 – The proposed I-10 Pepper Interchange project was not anticipated during the preparation of SANBAG's approved 2012/2013 fiscal year budget. Based on estimated expenditures through the rest of the 2012/2013 Fiscal Year for the Measure I Valley Interchange program, it appears that the current fiscal year revenue under the interchange program may not be able to accommodate this new project. To mitigate this cash flow issue, staff is recommending cash flow borrowing from the Measure I Valley Freeway program. Repayment of the funds borrowed will likely be addressed next fiscal year.

Recommendation 4 – This is a new contract. The agreement No. C13040, with the City of Colton and the County of San Bernardino, defines the roles and responsibilities of the parties for all phases of the project. The agreement, consistent with SANBAG's Strategic Plan Policy 40001/VS-30, has the federal grants buying down the total project costs. The federal funds will be reprogrammed for construction. The cost of Preliminary Engineering and Environmental Document (PA&ED), Plans Specifications and Estimate (PS&E), and SANBAG management and oversight, will be shared 66/34 between SANBAG and the City of Colton pursuant to the provisions of the 2011 Nexus Study. Table 1 below summarizes the current estimated cost of the project and the funding breakdown. Staff would like to point out that the cost of environmental mitigation shown in Table 1 is only an estimate based on our best judgment at this time. This cost will be confirmed following consultation with Caltrans and the US Fish and Wildlife Service which staff intends to complete in the next six months.

TABLE 1

COMPONENT	ESTIMATED COST	FUNDING SOURCES		
		MEASURE I	CITY	DEMO/IMD
PA&ED	$120,000	$79,200	$40,800	$0
PS&E	$440,000	$290,400	$149,600	$0
R/W Support	$0	$0	$0	$0
R/W Capital	$0	$0	$0	$0
Construction Management	$630,000	$0	$0	$630,000
Construction Capital	$4,979,000	$0	$0	$4,979,000
Environmental Mitigation	$1,430,000	$0	$0	$1,430,000
SANBAG Management & Oversight	$56,000	$0	$56,000	$0
TOTAL	**$7,655,000**	**$369,600**	**$246,400**	**$7,039,000**

In summary, under Agreement C13040, SANBAG agrees to be the lead agency for the PA&ED, Right-of-Way (ROW), PS&E, and Construction phases of the Project, and to contribute towards the overall Project cost an amount not to exceed $369,600 using Measure I funds. The City of Colton agrees to contribute towards the overall Project cost an amount not to exceed $246,400. The County of San Bernardino consents to the use of the SAFETEA-LU DEMO funds that have already been authorized for the Project.

Please note, that the City of Colton staff has indicated that the City is going to request a loan for 2/3rds of their share from SANBAG from their Measure I Local Streets Program revenue in accordance with revised Measure I Strategic Plan Policy 40005/VFI-23.1, Section H - Development Mitigation Fair Share Loans and Loan Repayment. Once the request is received by the City, the loan request will be reviewed per the policy and a separate loan agreement prepared

and presented to the Board for consideration in the future. Although the loan is subject to a future Board approval, the City indicated that it is willing and able to proceed with the approval of this cooperative agreement.

Staff is recommending that the Board approve Cooperative Agreement No. C13040 with the City of Colton, and County of San Bernardino.

Recommendation 5 – As previously stated, to minimize the risk of the federal grants being rescinded, the project needs to proceed to construction as soon as possible. Under the current SANBAG procurement process, it could take up to six months to procure the services of a consultant to perform the work. Accordingly, staff is recommending that the Board authorize staff to negotiate task orders under the existing Program Management Agreement No. C09124 with Parsons Transportation Group, and the existing Environmental on-call Agreement No. C08200 with Vandermost Consulting to perform all engineering and environmental work associated with the PA&ED, PS&E, and ROW activities. The use of the existing consultants is consistent with the discussion at the September 13, 2012 Major Projects Committee on the item entitled, Measure I Valley freeway Interchange Project Delivery Initiative. During the discussion staff stated and the Committee concurred with the use of our existing consultants.

The cost for the preparation of PA&ED and PS&E is estimated at $560,000, which is in line with the independent cost estimate. This authorization will not require an increase in the contract amount for either contract. Staff recommends approval of this recommendation.

Financial Impact: This item has a direct impact on the adopted SANBAG fiscal year 2012/2013 budget. This agenda item is also requesting to authorize the addition of a new task number and a budget amendment of $400,000 with $300,000 of Measure I funds and $100,000 of City of Colton funds for the fiscal year.

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 January 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Contract.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13040 Amendment No. _____

By and Between

San Bernardino Transportation Authority and City of Colton & County of San Bernardino

Contract Description Environmental, Design & Construction Services for the I-10/Pepper Int.

Board of Director's Meeting Date: February 6, 2013

Overview of BOD Action: Approve Contract No C13040 between SANBAG, City of Colton, and County of San Bernardino

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

CONTRACT OVERVIEW

Original Contract Amount	$	246,400	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	246,400	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	246,400

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
2/06/2013	09/30/2015	

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

FINANCIAL INFORMATION

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

☒ A Budget Amendment is required.

How are we funding current FY? City of Colton local funds and MSI Valley Interchange, which will utilize cashflow borrowing from the MSI Valley Freeway Program in the amount of $369,600 (SANBAG share)

The receivable under this agreement is provided by the City of Colton only.

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:* Federal, Measure I & Local

☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

PAUL METCALFE		1/9/13
Project Manager (Print Name)	Signature	Date
Gary Cohoe		1-10-13
Task Manager (Print Name)	Signature	Date
Andrea Zureick		1-10-13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		1-10-13
Contract Administrator (Print Name)	Signature	Date
W Johnson		1/10/13
Chief Financial Officer (Print Name)	Signature	Date

COOPERATIVE AGREEMENT NO. C13040

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY,

CITY OF COLTON

AND

COUNTY OF SAN BERNARDINO

FOR

PREPARATION OF PROJECT REPORT AND ENVIRONMENTAL DOCUMENT (PA&ED), RIGHT-OF-WAY (ROW), PLANS SPECIFICATIONS AND ESTIMATE (PS&E), AND CONSTRUCTION FOR THE INTERCHANGE AT PEPPER AVENUE AND INTERSTATE ROUTE 10 IN THE CITY OF COLTON

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2013, by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY"),the City of Colton (hereinafter referred to as "CITY"), and the County of San Bernardino (COUNTY) (AUTHORITY,CITY, and COUNTY may be referred to herein as a "Party" and collectively "Parties").

WITNESSETH

WHEREAS, improvements to the Interstate 10 at Pepper Avenue interchange, consisting of the reconstruction of the existing bridge over Interstate 10 (I-10) and the widening of Pepper Avenue from Slover Avenue north to Valley Boulevard and intersection improvements at Pepper Avenue and Valley Boulevard are identified in the Measure I 2010-2040 Expenditure Plan and SANBAG Nexus Study (Nexus Study); and

WHEREAS, the improvements to I-10 at Pepper Avenue Interchange project have been separated into two phases: Phase 1 – Improvements to the intersection of Pepper Avenue and Valley Boulevard (PHASE 1) and Phase 2 – Improvements to the I-10 at Pepper Avenue Interchange (PHASE 2); and

WHEREAS, COUNTY has completed PHASE 1 and satisfied the COUNTY's Nexus Study contribution to the I-10 at Pepper Avenue Interchange proejct; and

WHEREAS, CITY intends to improve the interchange on Interstate Route 10 (I-10) at Pepper Avenue in the City of Colton as part of PHASE 2 (hereinafter referred to as "PROJECT"); and

WHEREAS, the Parties consider PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Development Mitigation Nexus Study prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 2, 2011; and

WHEREAS, two federal grants have been awarded to COUNTY for the PROJECT, consisting of TEA-21-LU DEMO (DEMO) funds of $6,191,930 that require a 20% local match and Interstate Maintenance Discretionary (IMD) funds of $904,540 that require no local match; and

WHEREAS, COUNTY supports AUTHORITY in seeking a transfer of the above-described grants by the federal government to AUTHORITY and CITY for the PROJECT; and

WHEREAS, these federal grants provide an opportunity to complete PROJECT at a relatively low cost to Parties; and

WHEREAS, the CITY is requesting a loan from SANBAG from their Measure I Local Streets Program revenue in accordance with revised Measure I Strategic Plan Policy 40005, Section H. Development Mitigation Fair Share Loans and Loan Repayment; and

WHEREAS, all Parties understand that the loan agreement is separate from this funding agreement and requires separate and future approval by both the CITY Council and SANBAG Board; and

WHEREAS, the Parties recognize the need to get the PROJECT under construction before the expiration of the current federal transportation bill in order not to risk possible rescission of the federal grants; and

WHEREAS, the Parties recognize that construction of the improvements is dependent on the California Department of Transportation (CALTRANS) issuing an encroachment permit for such improvement; and

WHEREAS, CITY commits to consider whether or not to approve a General Plan Amendment by no later than December 31, 2013 for the removal of Pepper Avenue from Slover Avenue to Aqua Mansa Road from CITY's Circulation Plan thereby eliminating future construction of that segment of Pepper Avenue; and

WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Report and Environmental Document (PA&ED), Right-of-Way (ROW), Plans Specifications and Estimate (PS&E), and Construction phases of the PROJECT.

NOW, THEREFORE, the Parties agree to the following:

SECTION I

AUTHORITY AGREES:

1. To be the lead agency for the PA&ED, ROW, PS&E, and Construction phases of the PROJECT. In the event the federal government does not approve, in whole or in part, a transfer of federal grant funds identified in this Agreement from COUNTY to AUTHORITY and CITY, then SANBAG will work with the COUNTY to process reimbursement of the federal funds through the COUNTY.

2. To contribute towards the overall PROJECT cost an amount not to exceed Three Hundred Sixty-nine Thousand Six Hundred Dollars ($369,600) as shown in Attachment A, attached hereto and made part of this Agreement.

3. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT PA&ED, ROW, PS&E, and Construction work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.

4. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT PA&ED, ROW, PS&E, and Construction costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific PA&ED, ROW, PS&E, and Construction work activities.

5. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT PA&ED, ROW, PS&E, and Construction work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.

6. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, the City Council reserves the right to withhold future payments due AUTHORITY from any source under CITY's control.

7. Should SANBAG have to work through the COUNTY for reimbursement of the federal funds, SANBAG agrees to cooperate in having a PROJECT-specific audit completed by COUNTY, at its option, upon completion of the PROJECT PA&ED,

ROW, PS&E, and Construction work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.

8. Should SANBAG have to work through the COUNTY for reimbursement of the federal funds, SANBAG agrees to reimburse COUNTY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due COUNTY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, COUNTY reserves the right to withhold future payments due AUTHORITY from any source under COUNTY's control.

9. To include CITY and COUNTY in Project Development Team (PDT) meetings, if and when such meetings are held and related communications on PROJECT progress as well as to provide CITY and COUNTY with copies of PDT meeting minutes and action items.

10. To provide CITY and COUNTY an opportunity to review and comment on the PS&E documents.

11. To act as the Project Manager to perform the PA&ED, ROW, PS&E, and Construction work on PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY and COUNTY.

SECTION II

CITY AGREES:

1. To contribute towards the overall PROJECT cost an amount not to exceed Two Hundred Forty Six Thousand Four Hundred Dollars ($246,400) as shown in Attachment A, "Project Funding Table", attached to and incorporated into this Agreement.

2. To designate a staff member that will be the CITY's representative in attending the PDT meetings, receiving day-to-day communication, and reviewing the PS&E documents.

3. To complete review and provide comments on the PS&E documents within two weeks of receiving the review request from AUTHORITY.

4. To submit to the CITY Council for approval by no later than December 31, 2013, a General Plan Amendment for the removal of Pepper Avenue from Slover Avenue to Aqua Mansa Road from CITY's Circulation Plan thereby eliminating future construction of that segment of Pepper Avenue. In the event CITY does not approve a General Plan Amendment as described in this paragraph, then the CITY shal nofity SANBAG by September 30, 2013, and the Parties shall meet and discuss prior to the approval of Construction Contract Documents.

SECTION III

COUNTY AGREES:

1. To support AUTHORITY in seeking a transfer of the $6,191,930 in DEMO and $904,540 in IMD federal grant funding that has been already obligated by the federal government to COUNTY for the PROJECT to AUTHORITY and CITY for the PROJECT, and to provide AUTHORITY all necessary letters of support and/or approvals to support such transfer.

2. To designate a staff member that will be COUNTY's representative in attending the PDT meetings, receiving day-to-day communication, and reviewing the PS&E documents.

3. To complete review and provide comments on the PS&E documents within two weeks of receiving the review request from AUTHORITY.

4. COUNTY's Director of the Department of Public Work is authorized to act on behalf of COUNTY under this Section of the Agreement.

SECTION IV

IT IS MUTUALLY AGREED:

1. The scope of the PROJECT shall include widening of the Pepper Avenue bridge structure to provide five lanes, minor ramp improvements, minor arterial street improvements, and ancillary improvements. A conceptual layout of the improvements is shown on Attachment C, "Conceptual Layout", attached to and incorporated into this Agreement.

2. If a federal appropriation or earmark is used for PROJECT, application of those funds shall be consistent with AUTHORITY Policy 40001/VS-30.

3. COUNTY has satisfied the COUNTY's Nexus Study contribution to the I-10 at Pepper Avenue Interchange project in Phase 1 of the project and their shall be responsible for zero percent (0%) of PROJECT costs regardless of whether the federal government approves a transfer in the federal grant funds referenced in this Agreement.

4. Eligible PROJECT work reimbursements shall include only those costs incurred by AUTHORITY for the PA&ED, ROW, PS&E, and Construction work described in this Agreement and Attachment B, "Project Scope", attached to and incorporated into this Agreement.

5. No ROW acquisition or utility relocation are anticipated, but in the event ROW acquisition or utility relocation are required, the payment for such costs will be addressed in an amendment to this Agreement.

6. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

7. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.

8. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.

9. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by COUNTY and under or in connection with any work, authority

or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.

10. Neither COUNTY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless COUNTY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

11. Neither COUNTY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless COUNTY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.

12. This Agreement shall terminate upon completion of Project and all Construction obligations of AUTHORITY, or on September 30, 2015, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of PROJECT be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

13. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.

14. All Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.

15. In the event AUTHORITY determines PROJECT PA&ED, ROW, PS&E, and Construction work may exceed the "not to exceed" amounts identified in Paragraph 2 of Section I and in Paragraph 1 of Section II of this Agreement, AUTHORITY shall inform CITY and COUNTY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT PA&ED, ROW, PS&E, and Construction costs in excess of the amounts identified in this Agreement absent a written amendment that is approved by all Parties.

16. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.

17. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of three (3) years from the later of; a) the date on which this Agreement terminates; or b) the date on which such book or record was created.

18. If any clause or provisions of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.

19. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.

20. Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.

21. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

22. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 6 through 11 of this Section.

23. This Agreement may be signed in counterparts, each of which shall constitute an original.

24. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below:

If to AUTHORITY: Garry Cohoe
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276
Fax: (909) 885-4407

If to CITY: Amer Jakher
City Engineer
160 South 10th Street
Colton, CA 92324
Telephone: (909) 370-5065
Fax: (909) 370-5072

If to COUNTY: Mazin Kasey
Deputy Director of Transportation
825 East 3rd Street
San Bernardino, CA 92415
Telephone: (909) 387-7916
Fax: (909) 387-8130

25. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

SIGNATURES ON FOLLOWING PAGE:

SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. C13040
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, CITY OF COLTON and COUNTY OF SAN BERNARDINO

San Bernardino County Transportation Authority

By: _____
Janice Rutherford
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

City of Colton

By: _____
[redacted], Mayor
City of Colton

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

County of San Bernardino

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Scott Runyan
Deputy County Counsel

Attachment A

PROJECT Funding Table:

Component	Estimated Cost	Federal Funds*	City Share (34%)	Authority Share (66%)
PA&ED	$120,000	$0	$40,800	$79,200
ROW Acquisition/ Utility Relocation	$0	$0	$0	$0
PS&E	$440,000	$0	$149,600	$290,400
Construction (Including Construction Management)*	$5,609,000	$5,609,000	$0	$0
Environmental Mitigation*	$1,430,000	$1,430,000	$0	$0
SANBAG Management & Oversight	$56,000	$0	$56,000	$0
Total	**$7,655,000**	**$7,039,000**	**$246,400**	**$369,600**

*Federal funds awarded to the project include $6,191,930 of TEA-21 Demo and $904,000 of IMD ($57,000 expended under the County's PA&ED obligation). Toll credits will be used for local match on the remaining $7,039,000 of federal funds.

Attachment B

PROJECT SCOPE

A. Environmental Document Phase (PA&ED)

A project is proposed to widen the Pepper Avenue interchange with Interstate 10 in San Bernardino County. I-10 in the project area is an East/West freeway consisting of 8-lanes of general purpose traffic and a median of varying width. Pepper Avenue is a North/South major arterial in the City of Colton. Pepper Avenue forms a diamond interchange with I-10. Both I-10 ramp intersections with Pepper Avenue are signalized. West Valley Blvd. parallels I-10 approximately 400 feet to the North of the I-10 WB ramps and intersects Pepper Avenue with a fully developed 8-phase signalized intersection. North of West Valley Boulevard, Pepper Avenue is built out to its ultimate 6-lanes. South of the freeway, Pepper Avenue is currently a 2-lane facility serving commercial traffic. The Pepper Avenue overcrossing is 3-lanes wide with 4 foot shoulders in the SB direction and no NB shoulder. Pepper Avenue carries a high number of heavy vehicles and is an element of the City of Colton truck route master plan. Pepper Avenue experiences consistent queuing of traffic on the EB off ramp, and on SB Pepper Avenue between the EB ramp intersection and West Valley Boulevard. Queuing occurs in both the AM and PM peak hours.

The existing Pepper Avenue OC structure (54-0531) is a 4-span, pre-stressed concrete girder bridge. Total structure span is 237 feet. The minimum vertical clearance over the roadway is 16'-8". Structure depth is 4'-8" from the bottom of girders to the top of bridge deck. Given a minimum standard clearance of 16'-6" over the roadway, it is feasible to widen the existing bridge using a 2-span structure and still keep a standard vertical clearance. The widened portion of the bridge will be built of a sufficient length to clear any proposed widening of I-10.

This scope of services describes tasks related to the development of Preliminary Engineering and an environmental document for the project. The work will comply with the following general guidelines:

- The plans will be prepared in accordance with Caltrans' current policies and procedures.
- Drawings will be prepared in MicroStation Version 8 using Caltrans drafting standards.
- The plans will be prepared using English units of measure.

1.0 Project Management

1.1 Work Plan and Project Schedules

Authority will develop, maintain and implement the Work Plan and Project Schedules on an ongoing basis. The Project Schedule will be maintained in a standard format with Task ID's, Work Breakdown Structure (WBS) Elements. The overall schedule will be updated, at a minimum, on a monthly basis and distributed to PDT members. Authority will use software, which adequately identifies the critical path and floats on tasks.

1.2 Meetings

Over the course of the project, numerous meetings will be required to advance the project. It is assumed there will be an average of one meeting per month during the duration of this contract. Authority will prepare and distribute agendas prior to the meetings. Authority will prepare meeting minutes and distribute them within five (5) working days after the meetings.

1.2.1 Monthly Project Development Team (PDT) Meetings

Authority will organize and run monthly PDT meetings with Caltrans and project stakeholders as required. Agendas, Meeting Minutes, and Action Item Lists will be prepared and distributed for each meeting. Authority will prepare for, coordinate and attend technical focus meetings with Caltrans and other stakeholders.

2.0 Utilities Coordination

2.1 Utility Verification

Initial utility verifications will be initiated including the following actions:

- Authority will prepare a letter to owners of utilities (Utility Letter #1) and send project plans to utility owners and request facility mapping within the project limits.
- Authority will maintain files in accordance with Caltrans filing requirements, and will provide Caltrans with duplicate files upon request.

2.2 Identifying Conflicts - Potholing

Authority will obtain approved encroachment permits and permits to enter, and provide traffic control for potholing within and adjacent to traveled lanes in accordance with Caltrans encroachment permit. Authority will coordinate with the respective utility owners to pothole their facilities. Authority will locate by potholing or other approved method, underground utilities to determine the elevations for clearance and to identify conflicts with the proposed improvements. Authority will coordinate with utility company inspectors during potholing operations. It is anticipated that there will be approximately 10 Utility Potholes.

Deliverables:

- ***Utility Verification: Letter #1***
- ***Identifying Conflicts: Utility Potholing***
- ***Conflict Resolution Plan: Letter #2***
- ***Liability Determination: Report of Investigation (ROI)***
- ***Notifying Owner: Notice to Owner (NTO)***
- ***ROW Utility Clearance Memo: Utility Clearance Memo***

3.0 Environmental Studies

3.1 Perform Environmental Studies

3.1.1 Air Quality and Greenhouse Gas Studies

Authority will prepare an air quality conformity analysis (AQCA) as required by Caltrans and FHWA to obtain an air quality conformity determination. Authority also will prepare an air quality technical report consistent with the technical requirements and methodologies outlined in the Federal Clean Air Act Transportation Conformity Requirements and Chapter 11 – Air Quality of the Caltrans Standard Environmental Reference (SER). In addition, a GHG analysis will be prepared consistent with current Caltrans SER Initial Study/EA guidelines. Authority will prepare a CE checklist (air quality) consistent with Caltrans SER and FHWA conformity requirements. A complete air quality conformity analysis report is not necessary. Authority will prepare an air quality technical analysis consistent with Caltrans Standard Environmental Reference (SER), Chapter 11. A full technical analysis would

not be required. However, a CO hotspots analysis will be performed consistent with Caltrans Transportation Project-Level Carbon Monoxide Protocol (1997) and a PM10 and PM2.5 hotspots analysis. Analyses of CO, PM10 and PM2.5 hotspots are expected to be performed qualitatively. A qualitative climate change analysis addressing greenhouse gases (GHGs) will also be included in the technical report based on Caltrans SER template language. In addition to preparing technical documentation necessary for a NEPA CE, Authority will calculate construction emissions generated from the project for CEQA documentation. Construction emissions will be calculated using the SCAQMD approved CalEEMod model and compared to appropriate SCAQMD CEQA thresholds. Greenhouse gas emissions generated from construction activities will also be calculated using CalEEMod and compared to the SCAQMD threshold. Results of this analysis will be summarized in a technical report for incorporation into CEQA MND sections. It is assumed that the project will not result in an increase in operational emissions or vehicle trips.

Deliverables: Approved Air quality technical analysis, including a qualitative GHG analysis; CE checklist (air quality).

3.1.2 Natural Environment Study - Minimal Impact

Since the existing interchange is in an urbanized area and work will occur within Caltrans right-of-way a Natural Environmental Study - Minimal Impact (NESMI) will be prepared.

Deliverable: Approved NESMI

3.1.3 Cultural Resources Assessment

Authority's cultural and paleontological specialists will perform an archival records search to determine if any previously identified historical resources have been recorded in the study area and will perform limited due diligence-level research to support a finding of no eligible resources affected. This research will include: archaeological and historical maps, records and reports in the California Historical Resources Information System (CHRIS), San Bernardino Archeological Information Center (SBAIC), San Bernardino County Museum, as well as paleontological maps, records, and reports in the Regional Paleontologic Locality Inventory (RPLI), San Bernardino County Museum, the California Native American Heritage Commission's (CNAHC's) Sacred Land Inventory, and the General Land Office historical maps and land patents. In addition, Authority will send form letters requesting information and comments to Native American representatives identified by the CNAHC and maintain mail and telephone consultation logs. Authority's cultural and paleontological specialists will perform a site visit and field survey to confirm that no historic resources would be affected. Authority will also meet with Caltrans to define the Area of Potential Effects and to discuss review comments on draft reports. Authority's archaeologist and paleontologists will then conduct a full coverage pedestrian survey of the project site using systematic, 10-meter-wide transects. Upon completion, Authority will prepare California Office of Historic Preservation (OHP) record forms, including photographs and maps, for all isolated artifacts and archaeological sites visible on the project site surface, if any. Authority will prepare an Archaeological Survey Report (ASR), a Paleontological Identification-Evaluation Report (PIRPER), and a Historic Resources Evaluation Report (HRER) in compliance with Caltrans' standards and guidelines.

Deliverables: Approved Archaeological Survey Report (ASR); Paleontological Identification-Evaluation Report (PIR-PER), Historic Resources Evaluation Report (HRER)

3.1.4 Noise Study Report

Authority will evaluate potential noise impacts associated with construction activities and operation of the proposed project based on Caltrans' noise policies and procedures as they relate

transportation project planning and delivery. Authority will (1) survey noise-sensitive land uses, existing noise sources, and features affecting noise transference in the project area; (2) identify and describe relevant federal regulations, state policies, local plans, regulations, ordinances, criteria, and guidelines related to traffic noise and ground borne vibration. Authority will provide thresholds to determine significant noise impact based on established applicable regulatory settings; (3) conduct up to five short-term (15-minute) ambient noise measurements to establish ambient noise levels in proximity to potentially affected noise sensitive land uses; (4) review the project construction schedule and equipment to estimate construction related noise levels at the adjacent noise sensitive uses; (5) provide a qualitative analysis of vibration impacts associated with use of heavy-duty equipment during construction of the project, (6) estimate (based on Caltrans Traffic noise prediction model) project related operation noise levels at the nearby residential land uses; and (7) identify potential mitigation measures where feasible. Mitigation design is not included in this scope of work. For the NEPA portion of the project, Authority will prepare documentation consistent with Caltrans Standard Environmental Reference (SER). Authority will prepare a noise technical memo documenting the noise screening procedure consistent with 2009 Caltrans Technical Noise Supplement (TeNS) and construction noise assessment consistent with Caltrans Traffic Noise Analysis Protocol (CaTNAP). Authority will prepare a draft Noise Study Report for the client's review and comments. Authority will submit a final NSR incorporating the client's comments.

Deliverable: Approved Noise Study Report (NSR) and Technical Memorandum

3.1.5 Initial Site Assessment (ISA)

Previous ISAs have been prepared in the project area. Two gas stations in the vicinity have been determined to have potential underground contamination issues. Excavation will be limited to the area within the freeway ramps and Pepper Avenue.

Deliverable: Approved Updated ISA

3.1.6 CE/IS-MND document

A CEQA Initial Study/Mitigated Negative Declaration (IS/MND) and a NEPA Categorical Exclusion (CE) will be prepared.

Deliverable: Approved IS/MND-CE

4.0 Preliminary Roadway Engineering

4.1 Engineering Surveys

4.1.1 Design/Field Surveys

Authority will complete field surveys for existing pavement, utilities and drainage features at selected locations. Authority will provide two working days of field work and related office services for design surveys that may be required.

Deliverable: Design/Field Survey

4.2 Geometric Approval Drawing (GAD)

Authority will prepare a Geometric Approval Drawing (GAD) for review and approval.

Deliverable: Geometric Approval Drawing

4.3 Prepare Geometric Approval Drawing (GAD-30% Plans)

Authority will prepare the following 30% submittal package:

4.3.1 Title Sheet

Authority will prepare the project title sheet in accordance with Caltrans policies and procedures.

Deliverable: 30% Title Sheet

4.3.2 Typical Cross Section Sheets

Authority will prepare typical section sheets.

Deliverable: 30% Typical Cross Section Sheets

Deliverable: 30% Key Map and Line Index

4.3.3 Roadway Layout Sheets

Authority will prepare layout sheets.

Deliverable: 30% Roadway Layout Sheets

4.3.4 Profile and Super-elevation Sheets

Authority will prepare profile and super-elevation sheets.

Deliverable: 30% Profile and Super-elevation Sheets

4.3.5 Preliminary Cost Estimate

Authority will complete a preliminary project cost estimate.

Deliverable: 30% Preliminary Cost Estimate

4.4 Preliminary Engineering Evaluation Report (PEER)

Authority will prepare all necessary components of a PEER including a traffic study.

Deliverable: Approved PEER

B. Plans, Specifications, & Estimate Phase (PS&E)

This scope of services describes tasks related to the development of Plans, Specifications and Estimate for the project. The work will comply with the following general guidelines:

- The plans will be prepared in accordance with Caltrans current policies and procedures.
- Drawings will be prepared in MicroStation Version 8 using Caltrans drafting standards.
- The plans will be prepared using English units of measure.

1.0 Geotechnical Studies

1.1 Preliminary Foundation Report

Authority will prepare a Preliminary Foundation Report in conformance with the 2009 Foundation Report Preparation for Bridges preparation manual by Caltrans. This report will provide preliminary seismic design data, preliminary foundation data, and preliminary recommendations to support bridge type selection and preliminary cost determination data.

Deliverable: Approved Preliminary Foundation Report

1.2 Field Investigation and Laboratory Testing

Authority will prepare and perform a field investigation to better quantify the subsurface conditions at the site and test representative recovered soil samples to better characterize the site soils engineering properties in conformance with the Caltrans 2010 Soil and Rock Logging, Classification, and Presentation Manual. For the interchange improvements, Authority proposes the following field investigation work:

- Mark out the proposed boring locations in the field and call in a USA Alert to help identify the existing utility conflicts in the field.
- If required, have a utility meeting with the utility representatives in the field for actual utility coordination.
- Obtain an Encroachment permit from Caltrans for work within their right-of-way.
- For the overcrossing bridge widening, two borings, one in the near vicinity of the existing abutments, will be drilled to a minimum depth of 50-feet below original ground to obtain disturbed soil samples for visual classification and later laboratory testing.
- For the ramp widening work, a minimum of four (4) soil borings will be drilled to depths between 5- and 30-feet below original ground to obtain disturbed soil samples for visual classification and later laboratory testing.
- Representative soil samples will be tested in a laboratory to better determine their engineering parameters. Laboratory testing will generally consist of moisture/density testing, gradation determination, plasticity testing, shear testing, and R-value testing Actual testing will be determined when the soil and rock samples are recovered during the field investigation.
- All of the boring information will be presented on Logs of Test Borings (LOTB's) in accordance with the latest Caltrans guidelines.
- All of the laboratory testing results will be summarized in tabular format and also presented on the LOTB's in accordance with latest Caltrans guidelines.

Deliverable: Completed field investigations and laboratory testing.

1.3 Bridge Foundation Report

Authority will prepare a Bridge Foundation Report to provide design and construction recommendations for supporting the PS&E phase of work. The report will include the following:

- A project summary and description of the geotechnical work performed.
- A discussion of the regional and local geology as it pertains to the project.
- A summary of the identified site soils, summary of the laboratory testing results, and a Log of Test Borings with the boring and laboratory information presented.
- A discussion of the regional seismology and seismic design parameters for the proposed project site.
- A liquefaction analysis and methods of remediation if required based upon the analysis results.
- An engineering soil profile of the project site which will be used to aid in the design of the proposed foundations.
- Structural pavement sections will be prepared using the results of the soil testing and the provided Traffic Index (TI) by Parsons for the approach pavement work.
- Approach embankment design recommendations will prepared for the approach fill widening work.
- Construction recommendations with regard to the foundation construction, grading, over-excavation (if required), clearing and grubbing limits, and other recommendations for the bridge foundation construction will be provided.

- Contract Standard Special Provision (SSP) language will also be prepared for inclusion in the Contract Documents to better identify and quantify the foundation construction risk during bidding and construction.

A draft Bridge Foundation Report will be prepared and submitted for review and comment. Upon receipt of all comments a final Bridge Foundation Report will be submitted for project approval and use in developing the final Contract Documents.

Deliverable: Approved Bridge Foundation Report.

1.4 Geotechnical Design Report (GDR)

A Geotechnical Design Report will be prepared in general accordance with the Caltrans Guidelines for Preparing Geotechnical Design Reports, Version 1.3, December 2006 for the roadway improvement portions of the project. This report will include a general project description, scope of work performed, description of the field and laboratory work performed, and the following:

- Cut/fill slope stability recommendations provided based upon the subsurface and surficial observations of the site soil conditions obtained during the field investigation.
- An overview of the regional drainage and any observed erosion to natural and man-made slopes. Recommendations for infiltration basins will also be provided using USDA published relationships.
- An evaluation of the existing AC pavement and a discussion with recommendations for recycling/reuse of the existing AC for design, construction staging, volume of recycled determination, and cost and staging purposes.
- A discussion of the overall earthwork quantities for the project and potential locations of borrow material, HMA, AB, and potential disposal sites will be discussed.
- New HMA structural sections will be provided using the provided Traffic Index and R-value testing results from performed laboratory testing for the new roadway pavement section.

Deliverable: Approved Geotechnical Design Report

1.5 Materials Report (MR)

In accordance with Caltrans District 8 requirements, Authority will prepare a Materials Report to provide design and construction recommendations for supporting the PS&E phase of work. The report will include the following:

- An evaluation of the existing AC pavement and a discussion with recommendations for recycling/reuse of the existing AC for the preferred alignment for design, construction staging, volume of recycled determination, and cost and staging purposes.
- A discussion of the overall earthwork for the potential locations of borrow material, HMA, AB, and potential disposal sites will be discussed.
- New HMA structural sections will be provided using the provided Traffic Index and R-value testing results from performed laboratory testing for the new roadway pavement section.
- Standard Special Provision language for inclusion in the Contract Specifications.

Deliverable: Approved Materials Report

2.0 60% Roadway Plans and Estimate

The product of this task is completed 60% Roadway Plans.

2.1 Prepare Draft Roadway Plans (60%)

Authority will prepare the following draft 60% roadway plans:

2.1.1 Title Sheet

Authority will prepare the project title sheet in accordance with Caltrans policies and procedures.

Deliverable: 60% Title Sheet

2.1.2 Typical Cross Section Sheets

Authority will prepare typical section sheets.

Deliverable: 60% Typical Cross Section Sheets

2.1.3 Roadway Layout Sheets

Authority will prepare layout sheets.

Deliverable: 60% Roadway Layout Sheets

2.1.4 Profile and Super-elevation Sheets

Authority will prepare profile and super-elevation sheets.

Deliverable: 60% Profile and Super-elevation Sheets

2.1.5 Construction Detail Sheets

Authority will prepare construction detail sheets.

Deliverable: 60% Construction Detail Sheets

2.1.6 Contour Grading Sheets

Authority will prepare contour grading sheets.

Deliverable: 60% Contour Grading Sheets

2.1.7 Summary of Quantities Sheets

Authority will prepare summary of quantity sheets.

Deliverable: 60% Summary of Quantities Sheets

2.1.8 Stage Construction, Detour and Traffic Handling Plans

Authority will coordinate with Caltrans Construction and Traffic Operations Divisions to prepare stage construction detour, and traffic handling plans.

Deliverable: 60% Stage Construction, Detour, and Traffic Handling Plans

2.1.9 Water Pollution Control Plans

For the portions of the project within State Right-of-Way the Authority will prepare water pollution control plans and reports in coordination with Caltrans' Environmental Division NPDES Branch.

2.1.9.1 Temporary Water Pollution Control Sheets

Authority will prepare plans for temporary water pollution control facilities. Design of these facilities will include current Best Management Practices (BMP) and will conform to the requirements of Caltrans and the Regional Water Quality Control Board.

2.1.9.2 Erosion Control Sheets

Authority will prepare plans for permanent erosion control facilities. Design of these facilities will include current BMPs and will conform to the requirements of Caltrans and the Regional Water Quality Control Board.

Deliverable: 60% Water Pollution Control Plans

2.1.10 Hydrology & Hydraulics Report

2.1.10.1 Hydrology/Drainage Report

Authority will prepare a Hydrology and Hydraulics Report based on the preliminary report and comments from Caltrans District 8 Hydraulics Branch.

Deliverable: Hydrology/Drainage Report

2.1.10.2 Storm Water Data Report (SWDR)

For the portions of the project within State Right-of-Way, the Authority will update the SWDR to confirm that the programmed project includes sufficient right-of-way and budget for required storm water controls and identify project-specific permanent and temporary BMPs that may be required to mitigate impacts. Drainage areas and total disturbed area will be defined, as will climatic conditions, existing drainage site conditions, site permeability, soil texture, existing vegetation and groundwater.

Deliverable: Storm Water Data Report

2.1.10.3 Draft/Final Structures Hydraulics Report

Authority will provide a Draft/Final Structure Hydraulics Report for each structure.

Deliverable: Draft/Final Structures Hydraulics Report

2.1.11 Traffic Plans

Authority will complete traffic design plans for the project, including Signing and Pavement Delineation, Construction Area, and Traffic Electrical plans.

2.1.11.1 Signing and Pavement Delineation Sheets

Authority will prepare pavement delineation and roadside sign sheets.

2.1.11.1.1 Pavement Delineation Sheets

Authority will prepare pavement delineation sheets.

2.1.11.1.2 Sign Sheets

Authority will prepare overhead and roadside sign sheets.

Deliverable: 60% Signing and Pavement Delineation Sheets

2.1.11.2 Construction Area Sign Sheets

Authority will prepare construction area sign sheets.

Deliverable: 60% Construction Area Sign Sheets

2.1.11.3 Traffic Electrical Sheets

2.1.11.3.1 Traffic Signal Sheets

Authority will prepare plans to modify traffic signals. The plans will include details necessary to install the traffic signals.

Deliverable: 60% Traffic Electrical Sheets

2.1.12 Transportation Management Plan (TMP)

Authority will prepare an updated TMP.

Deliverable: TMP

2.1.13 Utility Plans

Authority will coordinate with Caltrans District 8 Right-of-Way Utilities Branch to prepare the project utility plans (if required). Work includes reviewing plans from utilities for relocation work performed by the utility provider to confirm there are no conflicts with their plans and the project's subsequent construction.

2.1.13.1 Utility Plan Sheets

Authority will prepare utility sheets. The utility sheets will include plan view delineation of existing and proposed utility relocations within the project limits. Relocation plans for utilities other than water and sewer will be provided by others.

2.1.13.2 Utility Detail Sheets

Authority will prepare connection details for tie-in/abandonment locations of the proposed water and sewer line into the existing lines on either side of the proposed highway improvements. Details for utilities other than water and sewer will be provided by others.

Deliverable: 60% Utility Plans

2.1.14 Drainage Plans

Authority will prepare drainage plan, profile and detail sheets.

2.1.14.1 Drainage Plan Sheets

Authority will prepare drainage plan sheets.

2.1.14.2 Drainage Profile Sheets

Authority will prepare drainage profile sheets.

2.1.14.3 Drainage Detail Sheets

Authority will prepare drainage detail sheets.

Deliverable: 60% Drainage Plans

2.2 Draft PS&E Quantities and Estimates

Authority will prepare project quantity sheets and BEES estimates for District PS&E draft circulation. A list of roadway contract items with item descriptions, item numbers, and units of pay, item pay codes, quantities, and estimated unit costs will be prepared.

2.2.1 Roadway Quantities

Authority will prepare roadway quantities.

Deliverable: 60% Roadway, Retaining Wall and Sound Wall Quantities

2.2.2 Planting Quantities-Sheets

Authority will prepare planting quantities-sheets.

2.2.3 Drainage Quantities-Sheets

Authority will prepare drainage quantities-sheets.

Deliverable: 60% Drainage Quantities-Sheets

2.2.4 Traffic Quantities-Sheets

Authority will prepare traffic quantities-sheets.

2.2.4.1 Stage Construction Quantities-Sheets

Authority will prepare stage construction quantities-sheets.

2.2.4.2 Construction Area Sign/Detour Quantities-Sheets

Authority will prepare construction area sign/detour quantities-sheets.

2.2.4.3 Pavement Delineation Quantities-Sheets

Authority will prepare pavement delineation quantities-sheets.

2.2.4.4 Sign Quantities-Sheets

Authority will prepare sign quantities-sheets.

2.2.4.5 Sign Quantities-Sheets

Deliverable: 60% Traffic Quantities

2.2.5 Electrical Quantities-Sheets

Authority will prepare electrical quantities-sheets

Deliverable: 60% Electrical Quantities

2.2.6 Erosion Control Quantities-Sheets

Authority will prepare erosion control quantities-sheets.

Deliverable: 60% Erosion Control Quantities-Sheets

2.3 Draft Roadway Special Provisions

Authority will prepare draft roadway special provisions.

Deliverable: Draft Roadway Special Provisions

3.0 Roadway 90% - 100% PS&E

Following the submittal of the Draft Roadway Plans (90%), Authority will perform an independent design review. Tasks include:

3.1 90% Roadway PS&E

3.1.1 90% Roadway PS&E

Authority will prepare the 90% Roadway PS&E which will include the following:

3.1.1.1 Updated Roadway Plans

Authority will update the Roadway Plans per comments from Caltrans.

3.1.1.2 Update Roadway Specifications

This task includes efforts required to prepare the draft Roadway Specifications for the non-structural items of the project.

3.1.1.3 Updated Roadway Estimate

Authority will update the Roadway Estimate per comments from Caltrans.

Deliverable: 90% Roadway Plans, Specifications and Estimates

3.2 100% Roadway PS&E

Authority will prepare the 100% Roadway PS&E which will include the following:

3.2.1 Updated Roadway Plans

Authority will update the Roadway Plans per comments from City and Caltrans on the 90% Roadway Submittal.

3.2.2 Draft Roadway Specifications

Authority will update the Roadway Specifications per comments from City and Caltrans on the 90% Roadway Submittal.

3.2.3 Updated Roadway Estimate

Authority will update the Roadway Estimate per comments from City Caltrans on the 90% Roadway Submittal.

Deliverable: 100% Roadway Plans, Specifications and Estimates

4.0 Preliminary Structures PS&E

4.1 Structure Site Plans

Authority will prepare Bridge Site Data Submittal (BSDS) packages for the Pepper Avenue Overcrossing:

Deliverable: Bridge Site Data Submittal Packages

4.2 Structures Type Selection Package

This task includes preliminary design, plan sheets, quantities, estimates, Type Selection, Seismic Retrofit Strategy, and constructability review. Also included are updates to the plans, quantities, and estimates resulting from review of the preliminary work and distribution of the approved General Plans to HQ DES and District Design representatives. Authority will produce, submit, and present a Type Selection Package for the bridges and special design retaining walls. Authority will schedule, conduct, and document a Type Selection Meeting in Sacramento to discuss and provide information on foundation and falsework requirements, proposed seismic design criteria, aesthetics, traffic handling, and other pertinent information related to bridge design, construction and maintenance. General Plans will be developed and submitted with the Type Selection package per the Office of Special Funded Projects (OSFP) Information and Procedures Guide (IPG). The Type Selection Package will contain:

- General Plans, General Plan Estimate, Vicinity Map, Type Selection Memo, Project Seismic Design Criteria, Preliminary Foundation Recommendations, and supporting documentation for seismic strategies and associated costs. For structures that will be widened, a seismic retrofit strategy will be discussed.
- Prior to the Type Selection meeting, the Authority will submit two copies of the Bridge Site Data Submittal, and the Boring Plan.
- In preparation for the Type Selection meeting, the Authority will furnish OSFP

with 14 Copies of the Type Selection Report; 1 Copy of the approved Bridge Site Data Submittal form and attachments; 2 Copies Draft Foundation Plan; 4 Copies of the Preliminary Foundation Report, and 1 electronic copy of the General Plan.

- Authority will prepare an Aesthetics Treatment Package for the structures. The package will consist of proposed aesthetically enhancing structural details and surface treatments. The package will be submitted to Caltrans and SANBAG for approval.
- After receiving written approval of the proposed General Plan and structure type, Authority will furnish OSFP with two copies of the Type Selection Review Meeting Summary, 40 copies of the updated General Plan and two copies of the General Plan Estimate. Type Selection Packages will be created for the following structure:

4.3 Structures Unchecked Details (60%)

Following approval of the Type Selection, Authority will perform Unchecked Details (60%) for Caltrans OSFP review. Tasks include:

- Perform structural analysis and develop draft design.
- Prepare draft structure plan sheets.
- Distributed unchecked details package to District, including plan Unchecked Structure Plans (paper and DGN), Draft Foundation Report and Draft Road Plans in accordance with OSFP IPG.
- Authority will support the creation of foundation plans in coordination with DES Geotechnical Services and District 6 representatives.

4.3.1 Pepper Ave OC

Authority will prepare Unchecked Details (60%) plans for the Pepper Ave OC:

Deliverable: Unchecked Details (60%) Structures Plans

5.0 Final Structures PS&E

Following approval of the Unchecked Details, Authority will perform Initial PS&E (90%) and Intermediate PS&E (95%) for Caltrans review. Tasks include:

5.1 Initial PS&E (90%)

5.1.1 Structures Independent Check

An independent design check will be conducted. Checking will include the preparation of an independent set of structural design check calculations and a review of the structural P&Q package. An independent check of the plans prepared in the Unchecked Details submittal will be completed including:

- Performing an independent structural analysis
- Check the design and plan sheets
- Perform an independent check of the draft quantities
- Prepare Memorandum to Specification Engineer/Cost Estimator
- Prepare Working Day Schedule

Authority will prepare independent checks for the following structure:

5.1.1.1 Pepper Ave OC

Deliverable: Structure Independent Check

5.1.2 Initial Structures PS&E (90%)

Authority will prepare the Initial Structures PS&E (90%) which will include the following:

5.1.2.1 Updated Structure Plans (90%)

Authority will update the Structure Plans per comments from OSFP and the Independent Check of the Unchecked Details (60%) submittal.

5.1.2.2 Draft Structures Special Provisions and Cost Estimate

This task includes efforts required to prepare the draft Structure Specifications and Estimate (SS&E). The activities include:

- Review of the structure plans and quantities.
- Review Memorandum to Specification Engineer/Cost Estimator.
- Update structure contract item list.
- Prepare draft special provisions.
- Update cost estimate for structure contract items and working day summary.
- Transmit draft PS&E package to District Office Engineer.

Deliverable: Initial Structures Plans, Specifications and Estimates (90% PS&E)

5.2 Final Structures PS&E (100%)

5.2.1 Updated Structure Plans (100%)

Authority will update the Structure Plans per comments from OSFP on the 90% PS&E Submittal. This task includes efforts required to prepare final structures plans for incorporation into the final SPS&E package. The activities include:

- Update plan sheets based on final project review (90% Constructability Review).
- Review and incorporate District and Structure Office Engineer comments into final structure plans and quantity calculations.
- Update Memorandum to Specification Engineer and other items for Resident Engineers.
- Update specifications based on final project review (90% Constructability Review).
- Update Basic Engineering Estimate System (BEES) estimate.
- Transmit final SPS&E package to District Office Engineer and/or DES Office Engineer for review.

5.2.2 Structures Special Provisions and Cost Estimate

Authority will update the Structure Special Provisions and Cost Estimate per OSFP comments on the 90% PS&E Submittal.

Deliverable: Final Structures PS&E (100%)

6.0 Ready to List Process

Authority will combine the Roadway and Structures PS&E's to enter into the Ready to List Process.

6.1 Combined Roadway/Structures PS&E for OE Review

The end product of the task is to provide plans, specifications, and estimates for PS&E district circulation. This task is comprised of the following sub-tasks:

6.1.1 Finalize Structures for incorporation into Roadway PS&E

This task is comprised of the following sub-tasks. The end product of the task is to provide Plans for PS&E District circulation.

6.1.1.1 Incorporate Draft Structures PS&E

Authority will incorporate structures plan sheets and the structures estimate for District PS&E circulation.

6.1.1.2 Circulate and Review Draft District PS&E Package

Authority will provide support for the District circulation of the draft PS&E package, including preparation of 50 plan sets for distribution. This sub-task also includes preparation of plan sets for a Plan Safety Review and a final Constructability Review.

Deliverable: District Circulation of Draft PS&E Package

6.2 Log-in and Final District Circulation

Authority will update PS&E deliverables as a result of the comments from the District PS&E circulation, Plan Safety Review, and Constructability Review.

Deliverable: Final District Circulation of PS&E Package

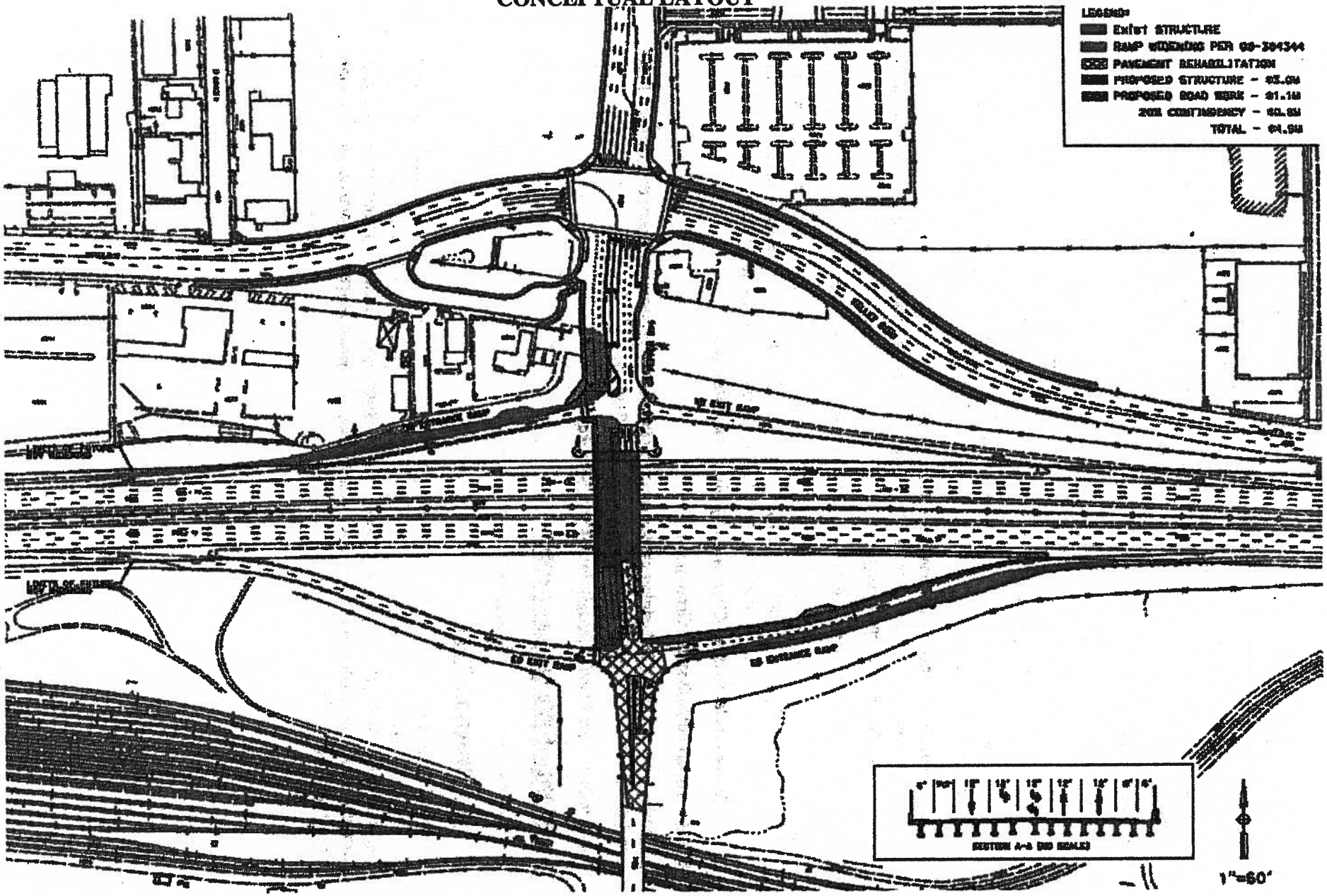
C. Right-of-Way Phase (ROW)

No ROW activities are anticipated on this project.

D. Construction Phase

Authority will advertise, award, and administer the construction contract, including all work involved in field engineering, construction surveys, inspection of contractors operations, sampling and testing of materials, labor compliance, and general construction contract administration. All work will be done in accordance with Caltrans construction manuals, procedures, and policies.

Attachment C
CONCEPTUAL LAYOUT



Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **10**

Date: February 6, 2013

Subject: Interstate 10 (I-10) Westbound Widening Project

Recommendation:* Approve Amendment No. 2 to Contract No. C10019 with Athalye Consulting Engineering Services, Inc. for Construction Management Services on the I-10 Westbound Widening Project revising "Attachment B" "Billing Rate Schedule" with no change in contract amount.

Background: On October 7, 2009, the Board approved Contract No. C10019 in the amount of $4,381,583.00 with Athalye Consulting Engineering Services ("Athalye") for construction management services in support of the I-10 Westbound Widening Project. These services include construction management, inspection, material testing, and construction surveying. In November 2011, the Board approved Amendment No. 1 to this contract which extended the contract duration to June 30, 2014, to match the current construction schedule and a 1 year landscape establishment period. Athalye and its sub-consultants continue to perform well in providing construction management services in support of the I-10 Westbound Widening Project.

As with all of our construction management services contracts, services are to be provided on an "as needed basis and compensated as set forth in Attachment B."

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1302a-mb
Attachment C10019-02. http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C10019-02.doc :
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C10019-2%20-%20Attachment%20B%20Converse%20(MB%2012-12-12).xlsx

At the time that the contract was awarded Athalye and their materials and laboratory testing sub-consultant, Converse Consultants ("Converse"), had prepared the Rate Schedule attached to the Contract as Attachment B based on anticipated testing needed. The portion of Attachment B setting forth the cost estimate breakdown for material inspection and testing for Converse splits the budget between material inspection labor costs and laboratory testing services. The type of tests and the budget split between labor and tests needs to be adjusted to reflect what is occurring on the construction site. For this reason Attachment B needs to be revised. In addition, certain material testing positions are covered by the State's prevailing wage regulations. Since the award of this contract, the prevailing wages have been adjusted. Attachment B is also being revised to address this adjustment to the prevailing wages. The revised Attachment B includes language so if the prevailing wages are adjusted again they are covered by the contract, negating the need for a future amendment. The revised Attachment B does not change the approved total amount for materials and testing, nor change the total contact amount for construction management.

Staff is recommending the Board approve Amendment No. 2 to Contract C10019 with Athalye Consulting Engineering Services, Inc. for Construction Management Services on the I-10 Westbound Widening Project revising "Attachment B" "Billing Rate Schedule" with no change in contract amount.

Financial Impact: The recommendation is consistent with the SANBAG Fiscal Year 2012/2013 budget. Task No. 0862.

Reviewed By: This item was reviewed and recommended for approval (11-0-1; Abstained: Tahan) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the contract amendment.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 10019 Amendment No. 2

By and Between

San Bernardino County Transportation Authority and Athalye Consulting Engineering Services, Inc.

Contract Description Construction Management Services I 10 Westbound Widening Project

Board of Director's Meeting Date: 2/6/2013

Overview of BOD Action: Amendment to Athalye Consulting Engineering Services, Inc. Attachment B Billing Rate Schedule for materilas testing and laboratory services subconsultant with no change to overall cost of materials testing and laboroatory services.

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

CONTRACT OVERVIEW

Original Contract Amount	$	4,036,083.00	**Original Contingency Amount**	$	345,500.00
Revised Contract Amount *Inclusive of prior amendments*	$	4,036,083.00	**Revised Contingency Amount** *Inclusive of prior amendments*	$	345,500.00
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	4,036,083.00	**TOTAL CONTINGENCY VALUE**	$	345,500.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	4,381,583.00

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
10/21/09	06/30/14	06/30/14

Has the contract term been amended? ☒ No ☐ Yes - please explain.
Amendment # 1 extended contract term.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No.862.
☐ A Budget Amendment is required.
How are we funding current FY? Measure I Valley and STP

☒ Federal Funds	☐ State Funds	☐ Local Funds (Major Projects)	☐ TDA Funds	☒ Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract: Measure I and STP Valley Major Projects
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☐ Retention? If yes, indicate % 0.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Mike Bannum Project Manager (Print Name)	MB	12/17/12 Date
Garry Cohoe Task Manager (Print Name)	Garry Cohoe	12/17/12 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Andrea Zureick	1/3/13 Date
Jeffrey Hill Contract Administrator (Print Name)		1/3/13 Date
W. Stawarski Chief Financial Officer (Print Name)		1/4/13 Date

AMENDMENT NO. 2 TO

CONTRACT NO. C10019

BY AND BETWEEN

SAN BERNARDINO COUTY TRANSPORTATION AUTHORITY

AND

ATHALYE CONSULTING ENGINEERING SERVICES, INC.

FOR

CONSTRUCTION MANAGEMENT, MATERIAL TESTING AND CONSTRUCTION SURVEYING SERVICES

THIS AMENDMENT NO. 2 is made and entered into effective as of the Effective Date identified herein by and between the San Bernardino County Transportation Authority (Authority), and Athalye Consulting Engineering Services, Inc., (Consultant).

RECITALS:

WHEREAS, by Contract No. C10019 dated October 21, 2009 Authority and Consultant entered into a contract for Construction Management, Material Testing and Construction Surveying Services associated with the I -10 Westbound Widening Project; and

WHEREAS, changes to the "Attachment B Billing Rate Schedule" for Converse Consulting material and laboratory testing services is needed to adjust budget split between actual field and laboratory testing and to account for changes in State mandated prevailing wage rates. The parties agree that there will be no change to the overall amount of the Contract.

NOW, THEREFORE, it is mutually agreed that Contract No. C10019 is hereby amended as follows:

1. Replace Converse Consulting Attachment B dated August 31, 2009 with Converse Consulting Attachment B dated December 12, 2012.

2. All other provisions and terms of this Contract shall remain the same.

ATHALYE CONSULTING ENGINEERING SERVICES, INC.

By: _____

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Janice Rutherford, Chairperson

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

Attachment "B"

Billing Rate Schedule
Dated 12/12/12

By and Between

San Bernardino Associated Governments/San Bernardino County Transportation Authority

And

Athalye Consulting Engineering Services, Inc.

To

Provide Construction Management, Materials Testing and Construction Surveying Services

For

I-10 Westbound Widening Project
Cities of Redlands and Yucaipa
Contract No. 10019
Amendment # 2

REVISED ATTACHMENT 'B' (12-12-12)

Converse Consulting

San Bernardino Associated Governments (SANBAG)

I 10 Westbound Widening Project
Construction Management Services

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate *	Hours	Total
Project Manager/Engineer	$28.77	7.00	$201.39
Project Manager/Engineer	$34.62	110.75	$3,834.17
Project Manager/Engineer	$24.52	2.30	$56.40
Sr Geologist	$34.62	27.50	$952.05
Staff Engineer	$17.31	10.00	$173.10
Staff Geologist	$23.32	1.00	$23.32
Sample Pick up	$9.00	86.10	$774.90
Sample Pick up	$10.00	5.00	$50.00
Construction Tech 1	$37.61	732.40	$27,545.56
Construction Tech 1 OT	$56.42	19.80	$1,117.12
Construction Tech 2	$39.39	639.00	$25,170.21
Construction Tech 2 OT	$59.06	12.00	$708.72
Project Manager/Engineer TC	$34.62	120.05	$4,156.13
Sr Geologist TC	$34.62	27.50	$952.05
Staff Geologist TC	$23.32	1.00	$23.32
Staff Engineer TC	$17.31	10.00	$173.10
Sample Pick up TC	$9.00	91.10	$819.90
Construction Tech 1 TC	$37.61	220.00	$8,274.20
Construction Tech 1 OT TC	$56.42	20.00	$1,128.40
Construction Tech 2 TC	$39.39	220.00	$8,665.80
Construction Tech 2 OT TC	$59.06	12.00	$708.72
Subtotal Hours & Direct Labo		2,375	**$85,508.55**
Anticipated Salary Increases			**$1,082.99**
Total Direct Labor Costs			**$86,591.55** (1)

* Wage rates for positions covered by prevailing wage can be adjusted per State law
TC = Estimated to complete 10/21/12

II. INDIRECT COSTS

INDIRECT RATE 155.00 % x $ 86,591.55 (Subtotal (1)) = Subtotal **$134,216.90** (2)

III. FEE (PROFIT)

9 % x $ 220,808.44 (Total (1) + (2)) = Subtotal **$19,872.76** (3)

IV. OTHER COSTS

Item	Amount
Total Laboratory Testing cost to date 10/28/12	$ 136,176.50
Vehicle To date	$ 7,021.00
Vehicle Budget Remaining TC	$ 5,000.00
Laboratory Budget Remaining TC	$ 47,961.30
Subtotal $	**$196,158.80** (4)

V. SUBCONSULTANTS COST - Including Sub ODCs

Subtotal $ **$0.00** (5)

VI. TOTAL AMOUNT

$436,840 (Total 1-5)

Converse Consulting

LABOR & OTHER COST (ODC) SUMMARY

I 10 Westbound Widening Project

Construction Management Services

December 12, 2012

STAFF CLASSIFICATION	STAFF NAME	RANGE OF DIRECT HOURLY RATES		TOTAL HOURS	INITIAL DIRECT HOURLY RATE	SUB-TOTAL DIRECT LABOR COST	ANTICIPATED SALARY INCREASES	TOTAL DIRECT LABOR COST	TOTAL INDIRECT COST	FEE (PROFIT)	TOTAL LABOR COST	FULLY LOADED HOURLY RATE
		LOW	HIGH									
Project Manager/Engineer		Note 1		7.00	$28.77	201.39	$0.00	$201.39	$312.15	$46.22	$559.76	$79.97
Project Manager/Engineer		Note 1		110.75	$34.82	$3,834.17	$0.00	$3,834.17	$5,942.96	$879.94	$10,657.08	$96.23
Project Manager/Engineer		Note 1		2.30	$24.82	$56.40	$0.00	$56.40	$87.41	$12.94	$156.75	$68.15
Sr Geologist		Note 1		27.50	$34.82	$952.05	$0.00	$952.05	$1,475.68	$218.50	$2,646.22	$96.23
Staff Engineer		Note 1		10.00	$17.31	$173.10	$0.00	$173.10	$268.31	$39.73	$481.13	$48.11
Staff Geologist		Note 1		1.00	$23.32	$23.32	$0.00	$23.32	$36.15	$5.35	$64.82	$64.82
Sample Pick up		Note 1		88.10	$8.00	$774.90	$0.00	$774.90	$1,201.10	$177.84	$2,153.83	$25.02
Sample Pick up		Note 1		5.00	$10.00	$50.00	$0.00	$50.00	$77.50	$11.48	$138.98	$27.80
Construction Tech 1		Note 1		732.40	$37.81	$27,545.56	$0.00	$27,545.56	$42,695.62	$6,321.71	$76,562.90	$104.54
Construction Tech 1 OT		Note 1		19.80	$58.42	$1,117.12	$0.00	$1,117.12	$1,731.53	$256.36	$3,105.02	$156.82
Construction Tech 2		Note 1		639.00	$39.39	$25,170.21	$0.00	$25,170.21	$39,013.83	$5,776.56	$69,960.60	$109.48
Construction Tech 2 OT		Note 1		12.00	$59.08	$708.72	$0.00	$708.72	$1,098.52	$162.65	$1,969.89	$164.16
Total cost to date 10/28/12				1,992.85		$60,606.93						
Project Manager/Engineer TC		Note 1		120.05	$34.82	$4,166.13	$0.00	$4,166.13	$6,442.00	$953.83	$11,561.97	$96.23
Sr Geologist TC		Note 1		27.50	$34.82	$962.05	$49.70	$1,001.75	$1,552.71	$229.90	$2,784.37	$101.25
Staff Geologist TC		Note 1		1.00	$23.32	$23.32	$1.22	$24.54	$0.00	$0.00	$24.54	$24.54
Staff Engineer TC		Note 1		10.00	$17.31	$173.10	$9.04	$182.14	$282.31	$41.80	$506.25	$50.62
Sample Pick up TC		Note 1		91.10	$8.00	$819.90	$42.80	$862.70	$1,337.19	$197.99	$2,397.88	$26.32
Construction Tech 1 TC		Note 1		220.00	$37.81	$8,274.20	$431.95	$8,706.15	$13,494.52	$1,998.06	$24,198.73	$109.99
Construction Tech 1 OT TC		Note 1		20.00	$58.42	$1,128.40	$58.91	$1,187.31	$1,840.33	$272.49	$3,300.12	$165.01
Construction Tech 2 TC		Note 1		220.00	$39.39	$8,665.80	$452.39	$9,118.19	$14,133.19	$2,092.62	$25,344.00	$115.20
Construction Tech 2 OT TC		Note 1		12.00	$59.08	$708.72	$37.00	$745.72	$1,155.86	$171.14	$2,072.72	$172.73
To Complete				721.65		$24,901.62	$0.00	$24,901.62	$38,587.51	$5,714.92	$69,214.06	$95.91
			TOTAL =	2,378		$85,508.55	$1,082.99	$111,493.17	$172,776.38	$25,582.05	$309,851.60	

TC = To Complete

INDIRECT COST	
Overhead	155.00%
General & Admin	0.00%
Total	155.00%

FEE (PROFIT)	9.00%

OTHER DIRECT COSTS (ODC's)	Price Per Unit	Unit	Quantity	Total	WBS
Test 234	$ 175.00	ea	2	$350.00	
Test 235	$ 280.00	ea	2	$560.00	
Test 202	$ 85.00	ea	200	$16,997.50	
Test 205	$ 175.00	ea	10	$1,750.00	
Test 211	$ 260.00	ea	4	$1,040.00	
Test 216	$ 120.00	ea	49	$5,880.00	
Test 217	$ 75.00	ea	149	$11,175.00	
Test 227	$ 100.00	ea	219	$21,900.00	
Test 229	$ 180.00	ea	3	$540.00	
Test 301	$ 240.00	ea	7	$1,680.00	
Test 308	$ 75.00	ea	2	$150.00	
Test 309	$ 260.00	ea	1	$260.00	
Test 366	$ 230.00	ea	1	$230.00	
Test 367	$ 50.00	ea	1	$50.00	
Test 370	$ 60.00	ea	71	$4,260.00	
Test 382A	$ 280.00	ea	6	$1,680.00	
Test 382B	$ 650.00	ea	2	$1,300.00	
Test 521	$ 23.00	ea	183	$4,209.00	
Test 523	$ 80.00	ea	173	$13,840.00	
Test 548	$ 240.00	ea	2	$480.00	
Gama-Gama Test CT 233	$ 200.00	ea	238	$47,600.00	
Gama-Gama Test Cross Hole	$ 135.00	ea	3	$405.00	
Rebar Test	$ 88.00	ea	0	$0.00	
Total Laboratory Testing cost to date 10/28/12				$136,179.50	
Vehicle To date	$ 5.00	Hr	1404.2	$7,021.00	
Vehicle Budget Remaining TC	$ 5.00	Hr	1,000	$5,000.00	
Laboratory Budget Remaining TC	$ 47,981.30	LS	1	$47,981.30	
			TOTAL OTHER DIRECT COSTS	$196,180.80	

Escalation Per Year =			3.00%
Year	# of Months	Esc.	Value
2010	0	1.000	0.000
2011	12	1.030	12.360
2012	12	1.061	12.731
2013	4	1.093	4.371
TOTAL	28		29.462
Escalation Factor for Contract			1.052

Note 1: Positions covered by prevailing age rates can be adjusted as required by law

TOTAL COSTS	$506,010.40

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **11**

Date: Februry 6, 2013

Subject: State Route 210 (SR-210) Base Line Interchange Improvement Project (Project) in the City of Highland

Recommendation: *

1. Approve Memorandum of Understanding C13070 with the City of Highland for the development of the SR-210 Base Line Road Interchange Project;

2. Approve Contract No. C13027 with the City of Highland for the preparation of Preliminary Engineering and Environmental Document (PA&ED) for the SR-210 Base Line Interchange for a total not-to-exceed cost of $1,037,280, funded with $602,660 of Measure I Valley Fund Interchange Freeway Program funds, and $434,620 of City of Highland funds, as shown in Table 1;

3. Approve budget amendment to add new Task Number 0803 for the SR-210 Base Line Interchange Project and amend the current 2012/2013 fiscal year budget to include an amount of $185,920.00 of Measure I Valley Fund Interchange Freeway Program funds and $134,080.00 of City of Highland funds; and

4. Direct staff to negotiate with URS Corporation (URS) to amend existing Contract No. C12137 to include all PA&ED work for the Project.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

COG		CTC		CTA	X	SAFE		CMA	

BRD1302a-mkb
Attachments: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13070.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13027.docx

Background: The SR-210/Baseline Interchange is the second highest priority in the Measure-I 2010-2040 Freeway Interchange Program. Base Line is an East-West divided arterial in the City of Highland, and forms a tight diamond interchange with SR-210. This location has been experiencing high levels of traffic congestion resulting in low "levels of service". This has prompted the City of Highland to prepare a focused traffic study to determine future traffic demand and improvements needed. Based on the traffic study, staff, in coordination with the City of Highland and the California Department of Transportation (Caltrans), concluded that there was a need to widen Base Line at this location from its current 6-lane configuration to eight lanes in order to provide adequate levels of service and to improve the operation of the interchange.

The scope of the proposed Project includes widening existing Base Line between Buckeye Street and Seine Avenue, and improving the SR-210/Base Line interchange.

Recommendation 1 – This is a new agreement. The purpose of this Memorandum of Understanding (MOU) (Contract No. C13070), is to document the terms and conditions of cooperation between SANBAG and the City of Highland required to complete the PROJECT with respect to cost, funding shares, schedule, and scope. The MOU does not commit SANBAG or the City of Highland to perform work or provide funding for the project but provides the overall framework necessary to complete all phases of the PROJECT. Cooperative Agreements will be developed for each phase of the PROJECT that will identify the specific roles and funding responsibilities, such as the Cooperative Agreement included in Recommendation 2 for the PA&ED phase.

Recommendation 2 – This is a new contract with the City of Highland for PA&ED phase. Under the subject Contract No. C13027, the cost of the Project will be shared 58.1% / 41.9% between SANBAG and the City of Highland pursuant to the provisions of the 2011 Nexus Study. SANBAG agrees to be the lead agency for the PA&ED phase and to contribute their share per the Nexus Study which equates to $602,660. The City of Highland agrees to contribute towards the PA&ED phase and contribute their share per the Nexus Study that equates to $434,620. Table 1 below summarizes the current estimated cost of this phase of the Project and the funding sources:

TABLE 1

COMPONENT	ESTIMATED COST	FUNDING SOURCES	
		CITY	MSI Valley Fund Interchange Freeway Program
PA&ED	$942,982	$395,109	$547,873
SANBAG Contract Management & Oversight	$94,298	$39,511	$54,787
TOTAL	**$1,037,280**	**$434,620**	**$602,660**

Staff is recommending that the Board approve Contract No. C13027 with the City of Highland.

Recommendation 3 – This is a new task and budget. The proposed SR-210/Base Line Interchange Project was not included in SANBAG's approved 2012/2013 fiscal year budget. A new Task Number and a budget amendment are needed before staff can proceed with this Project. Staff is recommending that the Board approve a budget amendment and the issuance of a new Task Number 0803. The budget amendment will authorize the expenditure of $$185,920.00 of Measure I Valley Fund Interchange Freeway Program funds, and a receivable of $134,080.00 from the City of Highland.

Recommendation 4 – This is an existing agreement. In December 2011, the Board awarded Contract No. C12137 to URS Corporation (URS) for the preparation of preliminary engineering and environmental document for the SR-210 Lane Addition project. The SR-210/Base Line interchange is located within the boundaries of the Lane Addition project. Staff, City of Highland, and Caltrans concur that constructing the SR-210/Base Line interchange concurrently with SR-210 Lane Addition project provides viable opportunities to save money and to reduce inconvenience to the public during construction. Furthermore, utilizing the services of the same consultant for both projects would facilitate coordination and would help in delivering both projects on time. Therefore, staff is recommending that the Board authorize staff to negotiate with URS Corporation in order to amend existing Contract No. C12137 to include all PA&ED work for the SR-210/Base Line Interchange project.

If authorized by the Board as requested herein, staff will negotiate an amendment to URS' Contract No. C12137, and will present the amendment for Board's consideration in the coming few months.

Financial Impact: This item has a direct impact on the adopted SANBAG fiscal year 2012/2013 budget. It requires a budget amendment to authorize spending of $185,920.00 of Measure I funds and $134,080.00 of City of Highland funds for the fiscal year.

Reviewed By: This item was reviewed and recommended for approval (14-0-0) without a quorum of the Board present at the Board of Directors Metro Valley Study Session on January 17, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item, the draft Contract, and the final MOU.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13070 Amendment No. _____

By and Between

SANBAG (As Commission & Authority) and City of Highland

Contract Description State Route 210 at Base Line Interchange Memorandum of Understanding

Board of Director's Meeting Date: February 6, 2013

Overview of BOD Action: 1. Approve Memorandum of Understanding C13070 with the City of Highland for the development of the State Route 210 Base Line Interchange Project.

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

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

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
February 6, 2013	6/30/2021	

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?
Budget authority will be handled in phase specific cooperative agreements

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
☐ Payable ☐ Receivable NOTE: This is a MOU and does not commit any funds.

CONTRACT MANAGEMENT INFORMATION

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

Garry Cohoe		12.4.12	
Task Manager (Print Name)	Signature	Date	
Paula Beauchamp PKB		11/30/12	
For Project Manager (Print Name)	Signature	Date	
~~Jeffery~~ Jeffery Hill		12/2/12	
Contracts Manager (Print Name)	Signature	Date	
W Stawarski		11/9/12	
Chief Financial Officer Signature (Print Name)	Signature	Date	
Andrea Zureick	Andreazureick	12-20-12	
Dir. of Fund Administration			

CONTRACT C13070

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND THE CITY OF HIGHLAND

FOR THE DEVELOPMENT OF

THE STATE ROUTE 210/BASE LINE INTERCHANGE PROJECT

I. PARTIES AND TERM

A. This Memorandum of Understanding ("MOU") is entered by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY ("AUTHORITY" or "SANBAG") and the CITY OF HIGHLAND ("PROJECT SPONSOR") (and together the "PARTIES") and nominally dated January 9, 2013.

B. The Term of this MOU will commence on the Effective Date and terminate upon the completion of the State Route 210 at Base Line Interchange ("PROJECT") for beneficial use or June 30, 2021, whichever is earlier.

II. RECITALS

A. WHEREAS, the PROJECT is included in the approved SANBAG 10-Year Delivery Plan and SANBAG Development Mitigation Nexus Study and is eligible to receive funds from the Measure I 2010-2040 Valley Freeway Interchange Program.

B. WHEREAS, the PARTIES desire to proceed with the project development of the PROJECT.

C. WHEREAS, the PARTIES are entering into this PROJECT MOU for the purpose of documenting the terms and conditions of cooperation between the PARTIES required to complete the PROJECT with respect to cost, funding, schedule, and scope, as detailed in Exhibit A.

D. WHEREAS, the PARTIES acknowledge the intent to move forward with the PROJECT, the Public and Local Agency funding shares required to complete the PROJECT, and the reasonable expectation of their availability.

E. WHEREAS, the PARTIES understand that the purpose of the MOU is to outline the steps and funds necessary to complete the project, but the MOU does not commit the PARTIES to perform work or provide funding for the PROJECT, and imposes no enforceable obligations upon the PARTIES and does not grant any rights.

F. WHEREAS, the PARTIES desire to memorialize in this MOU the framework and funding necessary for completion of the PROJECT to assist the Parties in their decision-making and budgeting for this PROJECT.

G. WHEREAS, the PARTIES understand that a Cooperative Agreement will be developed for each phase of the PROJECT that will identify the specific roles and responsibilities of AUTHORITY and PROJECT SPONSOR including specific funding commitments.

III. AUTHORITY'S RESPONSIBILITIES

A. AUTHORITY will be responsible for the Public Share of PROJECT costs in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy 40005 and subsequent Cooperative Agreements.

B. AUTHORITY will consider the development of a Loan Agreement(s) for the Local Share of PROJECT costs, if requested by the PROJECT SPONSOR, in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy.

C. AUTHORITY will assign a qualified member of its staff to coordinate with the PROJECT SPONSOR, as determined reasonably necessary by AUTHORITY to facilitate the delivery of the PROJECT.

IV. PROJECT SPONSOR'S RESPONSIBILITIES

A. PROJECT SPONSOR will be responsible for the Local Share of the PROJECT costs in accordance with Measure I 2010-2040 Valley Freeway Interchange Program Strategic Plan Policy and subsequent agreements, including Loan Agreements.

B. PROJECT SPONSOR will assign a qualified member of its staff to coordinate with AUTHORITY, as determined reasonably necessary by PROJECT SPONSOR to facilitate the delivery of the PROJECT.

C. PROJECT SPONSOR acknowledges that failure to provide its Local Share of funding in a timely manner could jeopardize the schedule and/or delivery of the project and that other projects lower on SANBAG Measure I interchange priority list could take precedence. SANBAG will provide a written notice to PROJECT SPONSOR if PROJECT is in jeopardy of losing its funding priority to another project, and PROJECT SPONSOR will be provided with 60 days to respond with a funding plan.

V. MISCELLANEOUS

A. The PARTIES will act in good faith to see the construction of the PROJECT is completed.

B. Recitals. The Recitals stated above are integral parts of this MOU and are hereby incorporated into the terms of this MOU.

C. Termination. Both AUTHORITY and PROJECT SPONSOR shall have the right at any time, to terminate this MOU by giving thirty (30) calendar days written notice to the other party, specifying the date of termination. Such termination shall be subject to the continuing obligations of this MOU associated with approved Cooperative Agreements referenced in Part II. G. Termination of the MOU by request of the PROJECT SPONSOR will be understood by the

AUTHORITY that PROJECT SPONSOR wishes to discontinue work on the PROJECT, unless otherwise stated in an active Cooperative Agreement or in a subsequent MOU or agreement.

D. Notification. Each Party will designate a person to be responsible for day-to-day communications regarding work under the PROJECT. For PROJECT SPONSOR, that person will be Ernest Wong, Public Works Director/City Engineer of City of Highland. For AUTHORITY, that person shall be Khalil Saba. All notices and communications regarding this MOU, interpretation of the terms of this MOU, or changes thereto will be provided as follows:

City of Highland Public Works Department 27215 Base Line Road Highland, CA 92346 ATTN: Ernest Wong Public Works Director/City Engineer	AUTHORITY San Bernardino Associated Governments 1170 W. 3rd Street San Bernardino, CA 92410-1715 ATTN: Executive Director CC: Andrea Zureick

E. Amendment. In the event that the PARTIES determine that the provisions of this MOU should be altered, the PARTIES may execute an amendment to add, delete, or amend any provision of this MOU. All such amendments must be in the form of a written instrument signed by the original signatories of this MOU, or their successors or designees.

In witness whereof the PARTIES have executed this MOU on the dates written below and this MOU is effective upon execution of this MOU by AUTHORITY ("Effective Date").

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Janice Rutherford, Chairperson

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

CITY OF HIGHLAND

By: _____
Larry McCallon, Mayor

Date: 12/13/2012

APPROVED AS TO FORM:

By: _____
Craig Steele
City Attorney

Exhibit A

Project Scope:

The project will widen the State Route 210/Base Line Overcrossing and improve interchange ramps and local streets. It is the intent that the Project will be developed as a stand-alone project, concurrently with the State Route 210 widening project, with **AUTHORITY** as the lead through all phases of work.

Project Cost Estimate and Funding Shares:

Public Share: 58.1%
Nexus Development Impact Fee Share (DIF, "Development Share" or "Local Share"): 41.9%
Local Jurisdictional Share of DIF: Highland 100%

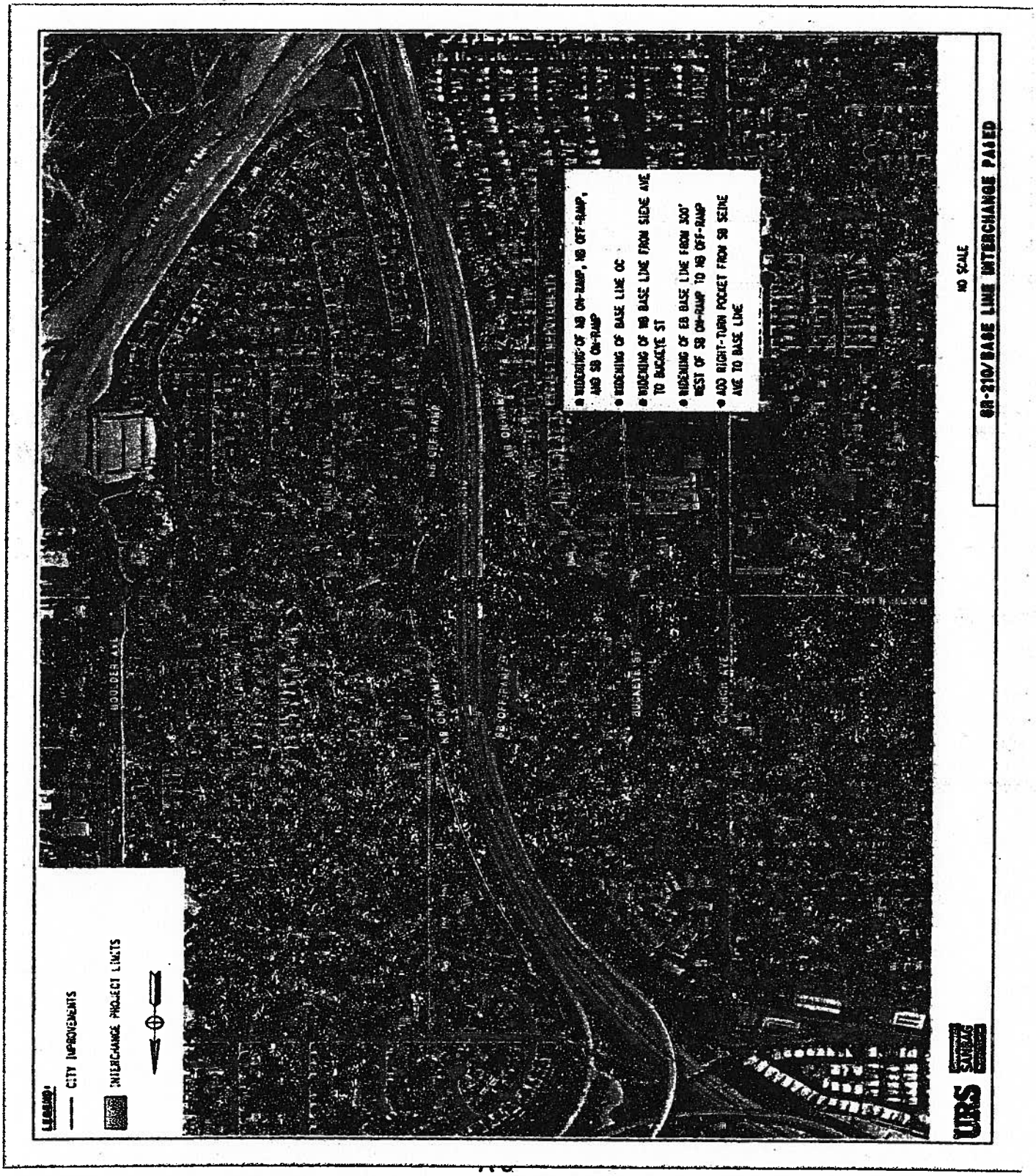
Phase	Estimated Cost	Public Share	Development Share
Project Approval and Environmental	$1,037,280	$602,660	$434,620
Design	$1,450,000	$842,450	$607,550
Right-of-Way	$200,000	$116,200	$83,000
Construction (Including Construction Management)	$12,600,000	$7,320,600	$5,279,400
Total	$15,287,280	$8,881,910	$6,405,370

Project Milestones:

Milestone	Actual (Forecast)
Start of Project	January 2013
Environmental Approval	(July 2014)
Design Approved/ROW Certified	(July 2016)
Construction Notice to Proceed	(October 2016)
Completed for Beneficial Use	(October 2019)

Exhibit B

Conceptual Layout



Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13027 Amendment No. _____

By and Between

San Bernardino Transportation Authority and City of Highland

Contract Description Preliminary Engineering & Environmental Document (PA&ED) for the SR-210/Base Line Interchange

Board of Director's Meeting Date: February 6, 2013
Overview of BOD Action: Approve Contract No. C 13027 between SANBAG and City of Highland

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

CONTRACT OVERVIEW

Original Contract Amount	$	434,620	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	434,620	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	434,620

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
February 6, 2013	07/31/2015	

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

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. 0803.
☒ A Budget Amendment is required.
How are we funding current FY? MSI Valley Fund Freeway Interchange which will utilize cash flow borrowing from the Freeway Program in the amount of $602,660 (SANBAG's share); & City of Highland

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
City of Highland shares 41.9% and SANBAG shares 58.1%.
☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

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

Garry Cohoe	Garry Cohoe	12.4.12
Task Manager (Garry Cohoe)	Signature	Date
MKB	Amy Brown	MKB 1/9/13
Project Manager (Paula Beauchamp) MKB	Signature	Date
Jeffery Hill		12/21/12
Contracts Administrator (Print Name)	Signature	Date
W S Nguyen		1/9/13
Chief Financial Officer (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	12-20-12
Director of Fund Administration & Programming	Signature	Date

COOPERATIVE AGREEMENT NO. C13027

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF HIGHLAND

FOR

PREPARATION OF PRELIMINARY ENGINEERING AND ENVIRONMENTAL DOCUMENT (PA&ED) FOR THE IMPROVEMENT OF THE STATE ROUTE 210/BASE LINE INTERCHANGE IN THE CITY OF HIGHLAND

THIS COOPERATIVE AGREEMENT is made and entered into this _____ day of _____, 201_, by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the City of Highland (hereinafter referred to as "CITY"), (AUTHORITY and CITY are each a "Party" and collectively "Parties").

WITNESSETH

WHEREAS, CITY intends to improve the interchange on State Route 210 (SR-210) at Base Line, in the City of Highland ("PROJECT"); and

WHEREAS, AUTHORITY is the lead agency for the preparation of preliminary engineering and environmental document for a project on SR-210 to add one mixed flow lane in each direction between Highland Avenue in the City of San Bernardino and San Bernardino Avenue in the City of Redlands ("SR-210 LANE ADDITION"); and

WHEREAS, PROJECT is geographically located within the boundaries of the SR-210 LANE ADDITION; and

WHEREAS, CITY considers PROJECT to be high priority and is willing to fund 41.9% of all costs associated with developing and constructing PROJECT, as per the Development Mitigation Nexus Study prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 2, 2011; and

WHEREAS, constructing the PROJECT concurrently with SR-210 LANE ADDITION provides viable opportunities to save money and to reduce inconvenience to the public during construction; and

WHEREAS, the Parties wish to enter into this Cooperative Agreement ("AGREEMENT") for the preparation of Preliminary Engineering and Environmental Document ("PA&ED") for PROJECT; and

WHEREAS, this Agreement is intended to delineate roles, responsibilities, and funding commitments relative to the preparation of the PA&ED for PROJECT; and

WHEREAS, it is anticipated that Parties will enter into future cooperative agreements relative to the Design, Right-of-Way, and Construction phases of PROJECT;

NOW, THEREFORE, the Parties agree to the following:

SECTION I

AUTHORITY AGREES:

1. To be the lead agency for the PA&ED phase of the PROJECT.

2. To be responsible for 58.1% of the total PROJECT PA&ED cost, including AUTHORITY's contract management and oversight cost, in an amount not to exceed $602,660 as shown in Attachment A, "Project Funding Table", attached to and made part of this Agreement.

3. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT PA&ED work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.

4. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT PA&ED costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific PA&ED work activities.

5. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT PA&ED work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.

6. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties

hereto, the City Council reserves the right to withhold future payments due AUTHORITY from any source under CITY's control.

7. To include CITY in Project Development Team (PDT) meetings, if and when such meetings are held, and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.

8. To act as the Project Manager to perform the work on the PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.

SECTION II

CITY AGREES:

1. To be responsible for 41.9% of the total PROJECT PA&ED cost, including AUTHORITY's contract management and oversight cost, in an amount not to exceed $434,620 as shown in Attachment A.

2. To designate a staff member that will be the CITY's representative in attending the PDT meetings, receiving day to day communication, and reviewing the PA&ED documents.

3. To complete review and provide comments on the PA&ED documents within two weeks of receiving the review request from AUTHORITY.

SECTION III

IT IS MUTUALLY AGREED:

1. The scope of the PROJECT shall include widening Base Line from Buckeye Street to Siene Avenue and improving the SR-210/Base Line interchange. A conceptual layout of the improvements is shown in Attachment B, "Conceptual Layout", attached to and incorporated into this Agreement.

2. Eligible PROJECT PA&ED work reimbursements shall include only those costs incurred by AUTHORITY for the preparation of the PA&ED work described in this Agreement and Attachment C, "Project Scope", attached to and incorporated into this Agreement.

3. If a federal appropriation or earmark is used for PROJECT, application of those funds shall be consistent with SANBAG Policy 40013/VV-MLH-27.

4. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of

anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

5. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.

6. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by AUTHORITY.

7. This Agreement shall continue in full force and effect through July 31, 2015.

8. This Agreement shall not be terminated without written mutual consent by all Parties.

9. All Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to this Agreement.

10. In the event AUTHORITY determines PROJECT PA&ED and AUTHORITY's contract management and oversight costs may exceed the not to exceed amounts identified in this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT PA&ED and AUTHORITY's contract management and oversight costs in excess of the amounts identified in this Agreement absent a written amendment that is approved by all Parties.

11. Except on subjects preempted by federal law, this Agreement shall be governed and construed in accordance with the laws of the State of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.

12. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of three (3) years from the later of; a) the date on which this Agreement terminates; or b) the date on which such book or record was created.

13. If any clause or provisions of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.

14. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.

15. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs 4 and 5 of this Section.

16. This Agreement may be signed in counterparts, each of which shall constitute an original.

17. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below:

If to AUTHORITY: Garry Cohoe
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276
Fax: (909) 885-4407

If to CITY: Ernest Wong
Public Works Director/City Engineer
27215 Base Line
Highland, CA 92346
Telephone: (909) 864-8732 Ext. 212
Fax: (909) 864-3180

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the date first written above and is effective on the date signed by AUTHORITY.

SIGNATURES ON FOLLOWING PAGE:

San Bernardino County
Transportation Authority

By: _____
Janice Rutherford
President, Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Jeffery Hill
Contract Administrator

City of Highland

By: _____
Larry McCallon, Mayor
City of Highland

Date: _____

APPROVED AS TO FORM:

By: _____
Craig Steele
City Attorney

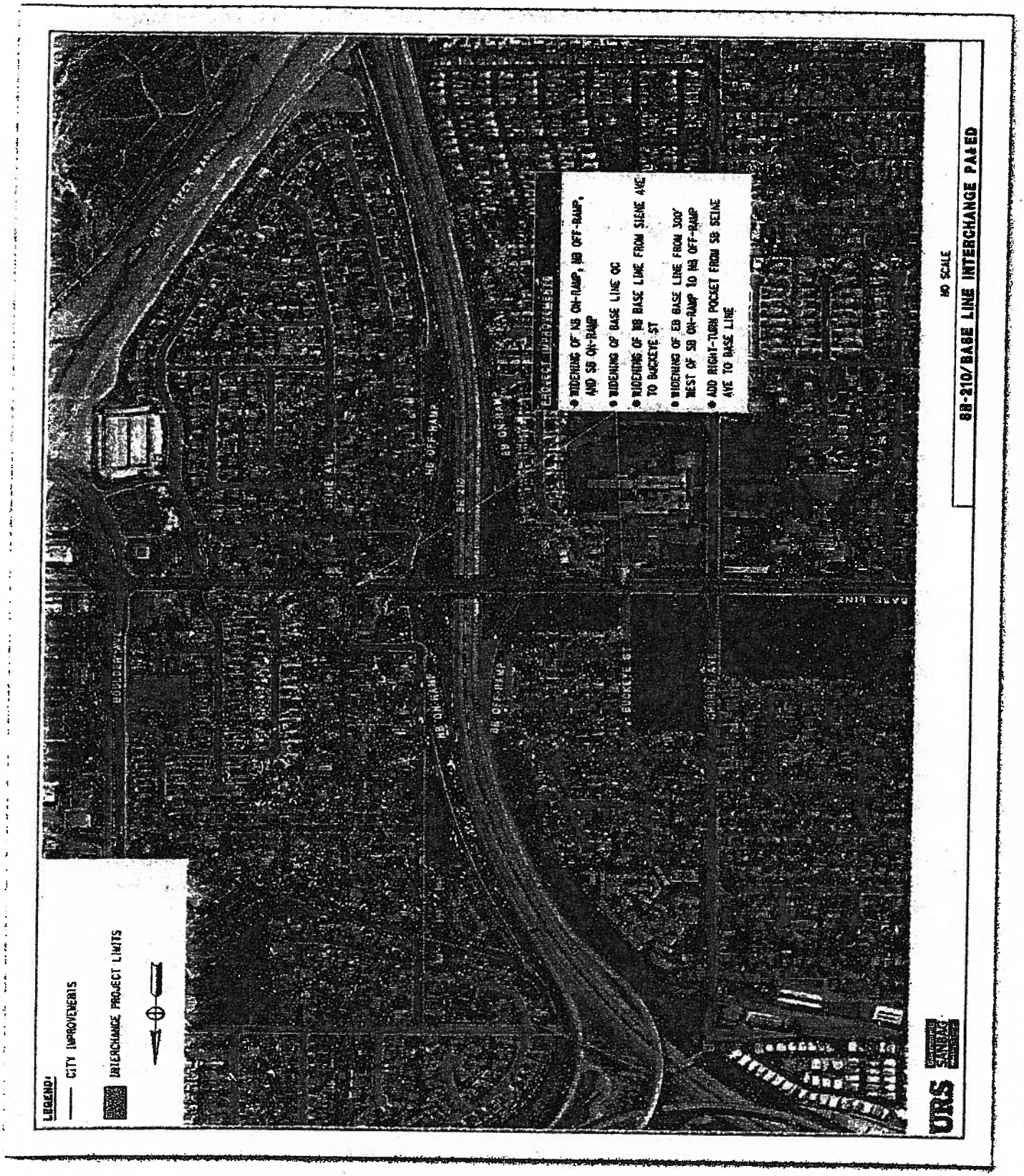
Attachment A

PROJECT Funding Table:

Component	Cost	City Share (41.9%)	Authority Share (58.1%)
PA&ED	$942,982	$395,109	$547,873
SANBAG Contract Management and Oversight	$94,298	$39,511	$54,787
Total	$1,037,280	$434,620	$602,660

Attachment B

CONCEPTUAL LAYOUT



Attachment C

PROJECT SCOPE

1. Project Description and Assumptions

The San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Authority, will utilize the services of URS Corporation (URS) to prepare the Project Report and Environmental Document for the State Route 210 (SR-210)/Base Line Interchange Improvement Project(Project) within the City of Highland. Coordination between SANBAG, URS, California Department of Transportation (Caltrans), City of Highland and other local agencies will be accomplished through the SANBAG Director of Project Delivery or his designee.

The SANBAG Project Manager for this contract shall be:

Mary Brown, Project Manager

URS will be required to perform all professional and technical services necessary to prepare the Project Report and Environmental Document.

Project Description, Location and Scope

The Project purposes to widen existing Base Line from Buckeye Street to Siene Avenue and to improve the SR-210/Base Line interchange. The SR-210/Base Line interchange was constructed in the early 1990's when the mainline SR-210 freeway was originally constructed.

In May 2008, Caltrans approved a Project Study Report/Project Development Support (PSR-PDS), which identified one build alternative to increase capacity of SR-210 from I-215 to I-10. In April 2012, SANBAG initiated a contract with URS to prepare a Project Report and Environmental Document to widen a segment of SR-210 from Highland Avenue to San Bernardino Avenue by adding one mixed flow lane in each direction of the freeway. The freeway widening project also includes the creation of auxiliary lanes between the Base Line interchange and the 5th Street interchange and an eastbound acceleration lane from the 5th Street entrance ramp. The SR-210/Base Line interchange lies within the segment of SR-210 proposed for widening in the URS contract.

In September 2010, The City of Highland completed a Traffic Study to identify potential improvements at the SR-210/Base Line interchange that would be compatible with the proposed SR-210 mainline improvements. The City Traffic Study established the preferred Base Line 2040 Master Plan Configuration for Base Line between Church Avenue and Boulder Avenue. The preferred alternative was called the Proposed Minimal Improvements Alternative, which includes minor widening of Base Line from Church Avenue to the freeway interchange and from the freeway interchange to Boulder Avenue. At the interchange it was proposed to widen the overcrossing structure to accommodate 3 through lanes westbound, 2 through lanes eastbound and dual left turn lanes with one of left turn lanes configured "back-to-back" for a total of 8 lanes across the structure.

The City of Highland prepared a planning study, environmental documentation and final designs to implement a portion of the Base Line improvements east of the interchange. The City's project includes:

- Widening eastbound Base Line to the south to add a right turn lane to southbound Siene Avenue
- Widening southbound Siene Avenue at Base Line to add a right turn lane to westbound Base Line
- Widening southbound Siene Avenue at Base Line to add a second left turn lane to westbound Base Line
- Add a raised median island from Siene Avenue to Boulder Avenue

It is anticipated that the City's improvement project will be constructed by the end of 2013.

SANBAG reviewed the City of Highland's Base Line 2040 Master Plan Configuration Traffic Study and expanded the improvement recommendations to include the interchange ramps and connections to the mainline freeway. SANBAG prepared a summarized study of the interchange improvements in August 2012. SANBAG recommended the following interchange ramp improvements:

- Widen the westbound Base Line entrance ramp to 2 mixed flow lanes and one HOV preferential lane
- Widen the eastbound Base Line entrance ramp to 2 mixed flow lanes and one HOV preferential lane
- Widen the westbound exit ramp to 2 lanes and expanding to 3 lanes at the ramp terminal intersection
- For the westbound exit ramp, create a two-lane exit ramp at the ramp junction with SR-210
- Install ramp metering systems on both eastbound and westbound entrance ramps

Therefore, based on current data and information, SANBAG anticipates the scope of the proposed SR-210/Base Line Interchange Improvement Project to include:

1. Widen eastbound Base Line from the west line of the gas station/fast food restaurant parcel located east of Buckeye Street to the eastern curb return of the westbound ramp terminal intersection. Widen westbound Base Line between SR-210 entrance ramp and Siene Avenue to add a right turn lane to westbound SR-210. Widen Southbound Siene Avenue at Base Linet to add right turn lane to westbound Base Line.
2. Widen the overcrossing structure to 8 lanes (3 westbound through lanes, 2 eastbound through lanes, dual left turn lanes with one back-to-back left turn lane)
3. Widen the Base Line interchange entrance ramps to 2 mixed flow lanes plus one HOV preferential lane

4. Widen the westbound exit ramp to 2 lanes, expanding to 3 lanes at the ramp terminal intersection
5. Create a two-lane exit at the Base Line westbound exit ramp junction

The attached Project Overview Exhibit graphically depicts the project limits included and defined in this scope of work. Work outside these limits is not included in the scope and fee. SANBAG Sales Tax Measure I funds will be used to cover the cost of the preparation of the Project Report and Environmental Document. Future project phases, including construction, are anticipated to be funded from a variety of local, State and federal sources.

Applicable Standards

All documents will be prepared in accordance with current SANBAG, Caltrans and City of Highland (City) regulations, policies, procedures, manuals and standards; where applicable.

Services Performed by URS

URS will be responsible for the Services outlined in this Scope of Services. URS services will conform to the standards, criteria and requirements of this Scope of Services and will include the studies, reports, drawings and estimates necessary to complete the Project.

General Description of Required Services

A. URS shall carry out the directions as received only from SANBAG's Director of Project Delivery or designee. In addition, URS shall cooperate with other agencies and other consultants providing services for this Project and for adjacent projects, as necessary.

B. It is not the intent of the foregoing paragraph to relieve URS of professional responsibility during the performance of this Scope of Services. In those instances where URS believes a better design or solution to a problem is possible, URS shall promptly notify SANBAG's Director of Project Delivery or designee of these concerns, together with reasons therefor.

C. URS shall have sole responsibility for the accuracy and completeness of the reports, drawings, estimates and related material prepared by URS for the Project. URS shall independently check and identify the engineer and checker for all such material prior to any submittal. The drawings, concepts, reports and documentation will be reviewed by SANBAG, and/or SANBAG's designee for peer reviews, overall project consistency and verification of implementation of URS' Quality Assurance/Quality Control process. URS is subject to audits by SANBAG or SANBAG's designee for implementation of a Quality Assurance/Quality Control process.

D. The exhibits, studies, estimates, calculations, reports and other documents furnished under this Scope of Services shall be of a quality acceptable to SANBAG. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The appearance, organization and content of the drawings shall be to applicable standards.

E. The title sheet for reports, each drawing and calculations shall bear the professional seal certificate number, registration classification, expiration date of the certificate, signature of the professional engineer, registered in the State of California, responsible for their preparation.

F. URS shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System.

G. SANBAG reserves the right to approve all project scope of services changes. Any changes resulting from the addition, deletion or revisions to the Scope of Services will not be made without prior written approval from SANBAG. URS shall not be compensated for making any changes to the project Scope of Services other than those approved in writing by SANBAG.

H. URS shall not suspend performance of this Contract during the negotiations of any change orders except as they may be directed by SANBAG. URS shall perform all changes in accordance with the terms and conditions of this Contract.

I. At the completion of this Scope of Services, all electronic files and correspondence relating to the Project shall be turned over to SANBAG who will then forward said files to CALTRANS and the City of Highland, as appropriate. This includes all working data, field data and background information used in creating the deliverables listed in the Scope of Services.

J. URS will submit all final drawings and reports on CD using a file format acceptable to SANBAG. The electronic files shall include the engineer's electronic signature and seal. URS shall verify the latest version of software used prior to submittal.

K. URS will obtain, at its expense, all applicable Manuals and Standard Plans.

L. In the event that non-standard features are necessary, URS will prepare the necessary Fact Sheets for Design Exceptions following SANBAG directions.

M. URS shall employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety and environmental considerations. If at any time during the performance of this Scope of Services, URS observes, encounters or identifies any circumstance that could pose potential risk, URS shall notify SANBAG immediately.

N. URS will coordinate with all agencies involved or potentially impacted by the Project. URS will inform SANBAG prior to all contacts, meetings and correspondence. URS will also be required to coordinate activities with adjacent projects.

O. URS shall implement and comply with the SANBAG Quality Assurance procedures. Copy of these procedures is available on the SANBAG internet website: www.sanbag.ca.gov under "Bids, RFPs and RFQ".

The following scope of work is to prepare the preliminary engineering, Project Report, environmental technical studies and Environmental Document for the SR-210/Base Line Interchange Improvement Project, as described above. Within this scope of work, the Project is referred to as the SR-210/Base Line Interchange Improvement Project, or the Project for brevity.

The Project includes the following improvement elements that have been defined by the City of Highland and SANBAG:

- Widen Base Line through the interchange to meet the planned lane configurations of Base Line in accordance with the City of Highland's concept study. Widening through the interchange will connect back to existing Base Line as quickly as possible west and east or the ramp terminal intersections to minimize work along Base Line away from the interchange, taking into consideration safety and operational requirements and good engineering practice.

- The entrance ramps will be widened to accommodate an HOV preferential lane (total of three lanes prior to the ramp metering limit lines).

- The westbound exit ramp will be widened to two lanes and expanded to three lanes at the ramp terminal connection to Base Line.

- Create a two-lane exit at the westbound ramp junction.

- No work is included on the eastbound exit ramp.

- Widening of Base Line between Buckeye Street and the eastbound ramps is included; westbound between the freeway ramps to the easterly curb return of Buckeye Street and eastbound from the service station driveway/west property lineto the freeway ramps to accommodate steet widening/right turn pocket leading to the eastbound entrance ramp.

- Widening of Base Line between Seine Avenue and the westbound freeway ramps is included in the westbound direction only from the westerly curb return of proposed Seine Avenue improvements to the freeway ramps to accommodate a right turn pocket leading to the westbound entrance ramp.

- West of the freeway project, Base Line raised median improvements from SR-210 to Church Avenue are not included as part of this interchange improvement

project. These improvements will be addressed as a separate City of Highland project in the future.

- East of the freeway project, eastbound Base Line widening and raised median improvements from SR-210 e to Boulder Avenue are not included as part of this interchange improvement project. These improvements are either already being constructed or will be addressed as a separate City of Highland project in the future.

- Auxiliary lanes between Base Line and 5th Street-Greenspot Road are already being contemplated and included within the proposed improvements for the SR-210 Mixed Flow Lane Addition project; therefore, they will not be addressed as part of the interchange improvement project for the eastbound entrance ramp or the westbound exit ramp.

- No auxiliary lanes are contemplated between Base Line and the SR-330 freeway-to-freeway interchange and they are not included in the Base Line interchange project studies.

- No work is anticipated on the connector ramps of the SR-210/SR-330 Junction.

- Storm water quality Best Management Practice (BMP) features will be considered as part of the Project at select locations where identified benefits outweigh impacts.

- New or modified drainage systems within the ramp shoulders and in-field areas or new roadside swales (such as biofiltration BMPs) will be studied to convey both storm water quality flows and peak flows to existing outlets and historically identified off-site drainage facilities.

- Ramp metering systems will be included on the eastbound and westbound entrance ramps of the SR-210/Base Line interchange.

- HOV preferential lanes will be added to the two existing entrance ramps.

- Several existing utilities will need to be studied for their impacts on the interchange improvement and Base Line widening project.

2. Non-standard Mandatory and Advisory Design Features

The following nonstandard design elements are known to exist within the project limits or are expected to be necessary to implement the proposed improvements.

Mandatory Design Standards:

- Interchange Spacing - Between Base Line and the SR-210/SR-330 junction.
- Interchange Spacing - Between Base Line and the 5th Street-Greenspot Road interchange.

- Stopping Sight Distance (Sag Vertical Curve) – Northbound Entrance Ramp
- Stopping Sight Distance (Crest Vertical Curve) – Northbound Entrance Ramp
- Lane Widths (11-foot lanes) – East and West of Ramp Terminal Intersections
- Distance Between Ramp and Local Road Intersections – Northbound Ramps and Seine Avenue
- Minimum Weave Length – Base Line to SR-330

Advisory Design Standards:

- Two Curb Returns for New Construction – Northbound and Southbound Ramp Terminal Intersections
- Superelevation Transitions – All ramps
- Superelevation Runnoff – Northbound Entrance Ramp
- Algebraic Grade Difference < 2% - Northbound Entrance Ramp
- Median Width for Conventional Highways – Base Line
- Angle of Intersection – Northbound Entrance Ramp
- 4:1 Embankment Slopes – Ramp Widening

These nonstandard design features will be addressed in the appropriate Mandatory and Advisory Fact Sheet Exceptions to Design Standards.

Existing nonstandard design features related to the southbound exit ramp, where no improvements are proposed in this interchange improvement project, should not need to be justified through these project studies.

3. Assumptions in addition to the Project Description

The following additional assumptions have been made with regard to the proposed PS&E scope of work for the Project.

General Assumptions:

1. Only one Build alternative will be developed and analyzed in the various preliminary engineering and environmental technical studies.

2. The duration of the project to deliver the complete and approved Project Approval and Environmental Document is assumed to be 24 months.

3. The design will be prepared in English units.

4. No Project Study Report (PSR) or Preliminary Environmental Analysis Report (PEAR) will be prepared or required.

5. No Modified Access Report (MAR) will be prepared or required.

6. No issues related to Logical Termini or Independent Utility will be present based upon the City of Highland's proposed project improvements, alignment and limits.

7. Extensive traffic analyses and justification for the existing nonstandard interchange spacing between Base Line and the SR-210/SR-330 freeway-to-freeway interchange and between Base Line and the 5th Street-Greenspot Road interchange will not be required.

8. No Public Hearing or Public Informational Meeting is anticipated nor included.

Data Collection Assumptions:

1. Aerial topographic mapping prepared for the SR-210 Mixed Flow Lane Addition project will be adequate for preliminary engineering and environmental studies.

2. Utility information will be requested and obtained from known utility owners and agencies. Data collection for utilities will focus on facilities within and adjacent to Base Line.

Roadway Design Assumptions:

1. The existing drainage systems will generally be maintained with the exception that an incremental increase in runoff due to widening of Base Line and the interchange ramps. Analysis and proposal of new inlets/systems will be estimated without laying out specific new systems and cost will be estimated as a percentage of the existing drainage improvements. Cross drainage systems are assumed to generally remain in place.

2. Detailed stage construction and traffic handling concepts should not be necessary for this PA&ED phase since they are not anticipated to affect the disturbance footprint of the project.

3. New ramp meters will be considered at the SR-210/Base Line entrance ramps.

Bridge Design Assumptions:

1. Significant seismic retrofit of the existing overcrossing structure is not expected due to the relatively recent construction of this bridge.

Preliminary Drainage Report Assumptions:

1. The storm water quality BMP approach discussed in the draft Storm Water Data Report (PSR/PDS) for the SR-210 Mixed Flow Lane Addition project will be an acceptable approach for storm water treatment to be utilized for the interchange project.

2. Where design flows are required for analysis or design purposes at major flood control facilities that cross the freeway, the necessary design year Qs will be provided by the agency having jurisdiction over the facility so that hydrology of the entire tributary watershed does not need to be evaluated as part of the freeway widening project.

Environmental Document and Permitting Assumptions:

1. The National Environmental Policy Act (NEPA) Environmental Document will be a NEPA Categorical Exclusion (CE).

2. The California Environmental Quality Act (CEQA) Environmental Document will be a CEQA Initial Study (IS) and Mitigated Negative Declaration (MND).

3. Caltrans will be the Lead Agency for both CEQA and NEPA.

4. This scope assumes that, if required, no difficulties in identifying appropriate mitigation sites and/or banks will occur during permit processing. This scope and budget does not include creation of a compensatory mitigation plan for the project.

5. Any Waters of the United States (including wetland) impacts identified will remain at less than 0.5 acre and a Nationwide 404 permit will be appropriate.

6. It is assumed that the project would be processed under the United States Army Corps of Engineers (USACE) Nationwide Permit Program (NWP). This approach is expected to involve authorization of NWP 14 – Linear Transportation Projects. The NWP 14 authorizes the improvement of linear transportation projects, provided that the impacts to jurisdictional waters do not exceed 0.5 acre. If project impacts to jurisdictional waters exceed the USACE NWP thresholds, or if the USACE District Engineer determines that the project would result in a significant adverse impact to the aquatic environment, then an Individual Permit would be required. Preparation of an Individual Permit and a 404(b)(1) alternatives analysis are not included in this scope of work.

7. For general pedestrian surveys and jurisdictional delineations, where access to the entire study area is not possible as a result of private property or other physical barriers, observations will be made from the public rights-of-way or other appropriate vantage points with binoculars and completed with aerial photographic interpretation.

8. This scope of work does not include the preparation of a California Endangered Species Act § 2080.1 consistency determination or 2081(b) State Incidental Take Permit.

9. No preconstruction clearance surveys are included within this scope of work.

10. This scope assumes that no focused plant or animal field surveys will be required for this project.

11. No permit application, processing or filing fees are included in the fee estimate.

Right of Way and Utilities Assumptions:

1. Minimal right of way impacts are anticipated for this interchange improvement project. No fee acquisitions have been assumed for this project as currently defined.

2. Temporary Rights of Entry have been assumed for this project.

3. Impacts to existing utilities would only have the potential to occur within Base Line. Therefore, the scope of work assumes up to 3 existing utilities would be impacted and dispositioned in the Right of Way Data Sheet.

4. Potholing of existing underground utilities would be completed in final design; therefore, no utility potholing is included in this scope of work.

Project Management Assumptions:

1. One Project Development Team (PDT) meeting and one Trend Meeting between each of the PDT meetings are anticipated for each of 24 months of service. Half of the Trend Meetings will be face-to-face meetings at SANABG and half will be via conference call.

2. Support technical focused meetings will be provided. Technical focus meetings are assumed to occur once every other month, for a total of up to 7 meetings.

3. No specific Public Outreach effort is included in this scope of work. The project is considered to be non-controversial with minimal, if any, organized public opposition. Project newsletters, websites, informational meetings and other collateral materials are not anticipated to be necessary for this project.

4. Project schedule

The project duration is assumed to be 24 months to perform the PA&ED related activities. For the purpose of this draft schedule, it is assumed that the PA&ED phase start date (formal Notice To Proceed) will be January 10, 2013.

The draft schedule allows for four weeks of formal Caltrans review and one additional week for Caltrans to consolidate the reviewers' comments for each of the primary deliverable submittals.

5. DETAILED SCOPE OF WORK

This section provides an assessment of the work tasks required for preliminary engineering and environmental technical studies to complete the Project and illustrates an understanding of the relationship between the work task items and the role the individual tasks play with respect to achieving the projects goals, meeting SANBAG's expectations and the methodology proposed for accomplishing the work.

2.100.10 PROJECT MANAGEMENT

2.100.10-1 COORDINATION AND MEETINGS

Project Development Team Meetings

Project Development Team (PDT) meetings will be scheduled and conducted with SANBAG, Caltrans, the City of Highland and other project stakeholders, on a monthly basis for the duration of the project. PDT meetings for SR-210/Base Line will be scheduled at Caltrans in conjunction with (immediately before or after) the SR-210 Mixed Flow Lane Addition PDT meetings. For the purposes of this scope, it is assumed that no more than 24 PDT meetings will be held. Meeting agendas and notes will be prepared for the PDT meetings and materials to support PDT meeting discussions will be assembled for use at the meetings.

Trend Meetings

Trend meetings will be scheduled and led as needed to monitor, review and discuss progress made on the project and issues that require resolution. For the purposes of this scope, it is assumed that no more than 24 trend meetings will be held; half will be held at SANBAG as face-to-face meetings and half will be conducted via conference call. Trend meetings for SR-210/Base Line will be scheduled with SANBAG in conjunction with (immediately before or after) the SR-210 Mixed Flow Lane Addition trend meetings.

Technical Meetings

Technical focus meetings will be scheduled and conducted as needed to resolve specific preliminary engineering and/or environmental coordination issues that may arise during project development. For the purposes of this scope, it is assumed that one technical focus meeting will be held approximately every 4 months for a total of no more than 7 technical focus meetings. Effort for technical focus meetings is included in the preliminary engineering level of effort.

2.100.10-2 ADMINISTRATION

Project Management

This subtask includes coordinating staff and other resources to effectively manage and administer the project. This will ensure that the project objectives are being met by monitoring progress and taking corrective action, when necessary. An on-going liaison with the SANBAG Project Manager and other affected agencies will be maintained to promote effective coordination during the course of project development. This subtask also includes the oversight and monitoring of subconsultant partners on the team. Some of the anticipated project management and administrative activities are listed below:

- Status of the project including reporting work results and updating project information.

- Communication and distribution of project records and information including responses to internal and external requests for information about the project.
- Executing change control, as required
- Subconsultant administration
- Assignment of staff
- Distribution of work among the team members

Monthly Invoice and Progress Report

Monthly invoices will be prepared and submitted to SANBAG throughout the duration of the project. The invoice will include the costs expended the previous month (labor hours and direct expenses) from the reporting period and any problems/solutions that could impact the project.

Project Files

This subtask includes set up and maintenance of a project filing system to effectively manage the flow of information generated during the life of the project. The project files will be maintained in accordance with the Caltrans Uniform File System in hard copies and/or electronic formats.

2.100.10-2.5 Quality Assurance/Quality Control

This subtask includes quality assurance and quality control activities to ensure a quality set of PA&ED documents. These activities are generally global quality assurance efforts including necessary Independent Technical Reviews, Inter-Disciplinary/Coordination Reviews and Quality Assurance Auditing. Detailed quality control checking efforts are included in the various document production scope items and are not repeated here.

2.100.10-2.5.1 Independent Technical Reviews

Independent Technical Reviews are conducted for major submittals. The focus of these reviews is to consider the specific technical aspects of the studies within the various disciplines to make sure current practices and design guidance have been utilized in the development of the work products. Senior experts in their respective fields, who are not working on the day-to-day development of the preliminary engineering and environmental studies, will be assigned to conduct Independent Technical Reviews.

2.100.10-2.5.2 Inter-Disciplinary/Coordination Reviews

Inter-Disciplinary Reviews are primarily conducted at the major submittal milestones. These reviews are intended to ensure that the preliminary engineering and environmental studies from various disciplines are fully coordinated and that conflicts between the different elements of work are minimized. These reviews will be conducted by the Task Managers, by reviewing each other's designs for consistency with one-another's work. This is also the Project Manager's opportunity to review the individual submittals prior to submittal to make sure

that comments have been properly addressed, directives from SANBAG or Caltrans have been appropriately incorporated and that the submittal is ready for distribution to appropriate reviewers.

2.100.10-2.5.3 Quality Assurance Documentation and Reporting

This subtask includes efforts to document the quality control process in writing for verification and auditing purposes. For major submittals, the forms and checklists used throughout the checking and quality control processes will be reviewed for completeness. The quality control forms and checklists require multiple signatures and approvals to ensure all quality assurance steps have been taken. After the quality control documents have been checked, they can be bound in a record of the process and even included in the submittal, if desired by SANBAG. The level of effort is assumed to be no more than 1 hour per month.

2.100.10-3 INITIAL PROJECT CONTROLS

Project initiation activities will be performed in this subtask to set up the project and establish the project management and administrative controls to maintain the project scope, schedule and budget.

Project Execution Plan (PXP)

At the onset of this project, a Project Execution Plan will be prepared. This document meets the requirements for a project work plan and will be tailored to the specific needs and requirements of this project. The PXP includes information on contacts and communication protocols with respect to the project team and other stakeholders. The PXP includes sufficient information to serve as the Communication Management Plan (CMP); therefore, a stand-alone CMP is not anticipated to be developed for this project.

Quality Assurance/Quality Control (QA/QC) Plan

A project-specific QA/QC Plan will be prepared and included in the PXP. The QA/QC Plan will comply with the SANBAG Quality Assurance procedures found on SANBAG's internet website: www.sanbag.ca.gov under Bids, RFPs and RFQs.

Target Schedule (PA&ED)

A draft Target Schedule will be prepared that outlines the important tasks and their inter-relationships that are necessary to complete the PA&ED. The detailed project activities will be based on the tasks and major subtasks identified in this scope. The Target Schedule will be logical, complete and allow for SANBAG quality peer reviews as required by SANBAG's Quality Assurance procedures. After reviewing the Target Schedule with SANBAG and updating it as necessary, the Target Schedule will be reviewed and discussed with Caltrans to confirm that their staff will be able to meet the milestone obligations that are inherent in the schedule. If changes are necessary, they will be concurred with all parties and a final Target Schedule will be produced and distributed. Progress Schedule updates are included under administration and project management elsewhere in this scope of work.

2.160 PRELIMINARY ENGINEERING STUDIES AND PROJECT REPORT

2.160.05 REVIEW UPDATED PROJECT INFORMATION

2.160.05-1 ENCROACHMENT PERMIT APPLICATION (PA&ED)

The Encroachment Permit from the SR-210 Mixed Flow Lane Addition project will be used for the interchange improvement project in order to conduct anticipated field related work within the Caltrans right of way. This is anticipated to be a no fee permit from Caltrans and will cover field activities for roadway, traffic and structures engineers and environmental planners and scientists that need specific existing condition and/or survey information from the field. Separate Encroachment Permit Applications will be filed for field work related to land surveying activities.

2.160.05-2 REFERENCE MATERIALS

Reference materials will be researched and obtained from Caltrans, the County of San Bernardino, the San Bernardino County Flood Control District (SBCFCD), the City of Highland and other jurisdictional agencies. Anticipated materials include freeway and local roadway as-built plans, existing right of way maps, assessor parcel maps/property data, drainage studies, record drawings and other pertinent information available for the project corridor and adjacent areas. Related previous studies will also be obtained and reviewed for use in the project studies. These would include the Base Line 2040 Master Plan Configuration Traffic Study, the Base Line/Seine Avenue improvement plans and related documents and Base Line Seine Avenue environmental studies. The information will be reviewed and compiled and utilized in the preparation of various studies and submittal documents.

2.160.05-3 SITE VISITS AND FIELD REVIEWS

Site visits and field reviews will be conducted by the project team, as necessary, to investigate existing site conditions and to verify and confirm various field conditions that may assist the team in advancing the preparation of project studies, preliminary engineering and environmental studies. For the purposes of this scope of work it is assumed that up to 3 site visits will be conducted by various staff members.

2.160.05-4 UTILITY DATA

Owners and agencies having jurisdiction over existing utilities known or expected to occur within the project limits will be contacted to provide as-built drawings, index maps and/or record drawings of their facilities. These documents should show the locations and types of existing utilities that cross or lie within the existing interchange and/or Base Line right of way. Of particular focus will be underground utilities that exist in Base Line and cross over the freeway or beyond the overcrossing structure within the street where widening or other improvements are anticipated. Where it appears that existing

utility information is missing, either through field reviews or cross-referencing from other reference documents, utility agencies and owners will be contacted again to obtain copies of the missing information. The existing utility information collected and reviewed in this task will be used in the preparation of the existing utility composite base mapping. Potholing of existing underground utilities is not anticipated to be necessary at this phase of the project (PA&ED). Similarly, field surveying of existing utilities, except to the extent identifiable from aerial mapping, will not be conducted in this phase of the project.

2.160.05-5 BASE MAPPING

The data collection subtasks and activities identified in Task 2.160.05 will be combined with the aerial topographic mapping tasks to produce base maps from which project studies will be prepared. The base maps will be prepared in Microstation CAD format and will include pertinent elements from as-built drawings, right of way and assessor parcel maps and existing utilities. Depending upon the work product, the appropriate features will be shown on the base maps.

2.160.10 ENGINEERING STUDIES

This scope involves the technical engineering studies and preliminary design work required for the preparation of a Project Report, development and refinement of the viable project Build Alternative and initiation of final design efforts. The engineering studies will also support and supplement the environmental technical studies and Environmental Document. The primary objective from an environmental standpoint will be to define the project footprint and the potential area of disturbance that the project may have if implemented. The engineering studies performed and reports prepared will meet Caltrans requirements according to the Highway Design Manual, Project Development Procedures Manual and other pertinent Caltrans guidance.

2.160.10-1 TRAFFIC STUDIES

Traffic Forecasts/Modeling

Relevant travel-demand and travel forecast data will be collected and analyzed to generate traffic volume forecasts to be used in the traffic operational analysis. Both existing traffic count data and traffic model data will be used.

Existing mainline and ramp data [Average Daily Traffic (ADT), AM/PM peak hour volumes, directional splits, truck percentages, etc.] will be gathered from Caltrans. Existing AM and PM peak hour turning movement counts at up to five intersections will be collected. These include the following:

- Base Line/Church Avenue
- Eastbound SR-210 Ramps/Base Line
- Westbound SR-210 Ramps/Base Line
- Base Line/Siene Avenue

- Base Line/Boulder Avenue

This data will be utilized to document existing ADT, AM peak hour and PM peak hour conditions within the study area.

For future year traffic volume forecasts, traffic model projections will be obtained through SANBAG from the SBTAM Traffic Demand Model. This effort will be coordinated closely with SANBAG staff to confirm that the design traffic model includes (or excludes) the appropriate land use and future year roadway network assumptions. It is assumed that only one future year traffic forecast will be prepared to be used for both the future year No Build and future year Build scenarios.

The SBTAM traffic model will provide baseline 2008 traffic volumes and future year 2035 traffic volumes. Utilizing an average calculated growth rate between the baseline and future year traffic model outputs, the opening year 2020 and future year 2040 traffic volumes will be calculated.

Detailed traffic volume forecasts (ADT, AM peak hour and PM peak hour) for the study area will be prepared for use in the project studies. The assumed traffic study area includes Base Line from Church Avenue to Boulder Avenue and the existing SR-210/Base Line ramp terminal intersections. The adjacent interchanges (SR-330 and 5th Street) are not physically affected by the proposed SR-210/Base Line interchange improvements; therefore, traffic volume counts and projections at the adjacent interchanges are not needed for this study.

Traffic Operational Analysis

The traffic analysis will be used to evaluate operations related to the proposed improvements at the SR-210/Base Line interchange.

A thorough reconnaissance and detailed review of existing traffic conditions will be performed within the project study area. This task includes, but is not limited to, field review, data collection efforts and review of any previous studies and analyses prepared by the City of Highland. Such material will be consulted for existing traffic data and operating conditions, existing facility geometry and possibly any previously established regional transportation modeling data.

A traffic operations analysis will be conducted to document the level of service that would be expected within the study area for the existing, opening year, future year No Build and future year Build scenarios. The following tasks will be completed as part of this effort:

- Intersection capacity analyses will be prepared for the five study area intersections using Highway Capacity Manual (HCM) methodologies.

Average vehicle delays and queueing analyses will be performed between the ramp terminal intersections only using SYNCHRO 8.0.

- Ramp junction analyses will be prepared for the four ramp connections to the mainline SR-210 freeway. Ramp levels of service will be prepared using the HCM methodologies. The ramp junction and weaving analyses will be conducted using the methodologies prescribed in the Caltrans Highway Design Manual.
- Traffic operational deficiencies based on the analyses discussed above, will be noted and measures to mitigate adverse traffic operational impacts will be indentified to the extent possible, as appropriate.

These traffic impact analyses will be documented in a Traffic Operations Analysis Report (TOAR), which will be used as a supporting study for the Environmental Document, the Project Report, Fact Sheets, etc., as applicable.

2.160.10-2 HYDRAULICS/HYDROLOGY STUDIES

Preliminary drainage information will be developed for identifying potential impacts and for cost estimating purposes. A Preliminary Drainage Report and Storm Water Data Report (SWDR) will be prepared.

2.160.10-2.1 Preliminary Drainage Report

Existing drainage reports for the onsite and cross culvert freeway facilities will be obtained from Caltrans District 8. Drainage reports for major offsite drainage systems that cross or closely parallel the freeway and may be impacted by the project will be obtained from local agencies such as the San Bernardino County Flood Control District (SBCFCD) and the City of Highland, as applicable.

A Preliminary Drainage Report will be developed that includes pertinent hydrology and/or hydraulic data from available sources, assumptions, preliminary calculations and conclusions for major offsite and onsite storm drain systems. The Preliminary Drainage Report will include a concept drainage plan and concept BMP plan for the purposes of identifying environmental impacts and estimating construction costs for drainage improvements. The Preliminary Drainage Report will focus on major drainage features that affect the project and not on standard interchange drainage systems and typical conditions that can be estimated with percentages from historical data. The Preliminary Drainage Report will follow the outline and guidance provided in Caltrans District 8's Memorandum, "District 8 Drainage Report Submittal Guidance, Preliminary Drainage Reports", dated July 1, 2010.

2.160.10-2.2 Storm Water Data Report

The Storm Water Data Report (SWDR) prepared for the SR-210 Mixed Flow Lane Addition project will be used to prepare a SWDR for the interchange project. The SWDR will provide an assessment of alternative permanent treatment Best Management Practices (BMPs) to be considered for

implementation as part of the project to minimize impacts to water quality. The SWDR for the PA&ED phase of the project will follow the Caltrans SWDR template available at the initiation of the PA&ED studies.

2.160.10-3 RIGHT OF WAY DATA SHEETS

2.160.10-3.1 Right of Way Data Sheet

Impacts on existing right of way due to implementation of the proposed project will be estimated using a combination of geometric concepts, grading assumptions and engineering judgment. It is anticipated that all of the proposed improvements can be constructed within existing public rights of way and that no new right of way (fee acquisitions) will be required for the interchange improvement project. Retaining walls are expected to be used along ramps, as necessary, to minimize the need for new right of way. Areas of potential temporary construction easements (TCEs) may be identifiable at this stage and they will be depicted graphically on the geometric exhibits to the extent known.

A Right of Way Data Sheet will be prepared for the Build Alternative as required by Caltrans. No relocations are anticipated for the project. Preparation of the Right of Way Data Sheet includes performing a review of the proposed right of way requirements and alternatives and preparing individual parcel estimates for parcels identified by the project team, if any.

Right of way utility estimates will be prepared based on the impacts created by the proposed project. Up to 3 existing utilities are anticipated to be impacted by the proposed interchange improvement project. From these estimates, a Right of Way Data Sheet will be developed to summarize utility activities in the standard Caltrans Right of Way Data Sheet format.

2.160.10-3.2 Temporary Rights of Entry

There are no Temporary Rights of Entry anticipated for the SR-210/Base Line interchange improvement project.

2.160.10-4 PRELIMINARY GEOTECHNICAL INFORMATION

Preliminary geotechnical information will be developed for use in estimating construction costs of the project. A Preliminary Materials Report and a Pavement Life Cycle Cost Analysis will be prepared to support the preliminary engineering and environmental studies.

2.160.10-4.1 Preliminary Materials Report

A Preliminary Materials Report (PMR) will be prepared to provide preliminary recommendations for pavement structural sections and earthwork

recommendations. Results of this assessment will be used as the basis for estimating project construction costs.

The PMR will be prepared in accordance with Caltrans Highway Design Manual (HDM) Topic 114 and Caltrans CTM 130. The PMR will contain preliminary information on the following to the extent that existing data is available:

- Regional Geology and Climatic Conditions
- Subsurface and Groundwater Conditions
- Embankments
- Fill and Cut Slope Stability
- Pavement Structural Section Recommendations
- Culverts and Other Drainage Materials
- Corrosion Information

The PMR will be based on existing data including knowledge of the geology in the area, geotechnical data, previous materials reports and as-built plans. The local Caltrans Materials Branch will be consulted to review files for existing reports and plans. A summary of this data and information will form the basis for preliminary recommendations for R values and pavement structural sections. This information will be presented in the PMR.

2.160.10-4.2 Pavement Life Cycle Cost Analysis

A Pavement Life Cycle Cost Analysis (LCCA) will be performed to identify preliminarily the most cost effective pavement structural sections to be considered for the project. The SR-210/Base Line ramps and Base Line will be studied. Any mainline pavement will rely on the SR-210 Mixed Flow Lane Addition LCCA and therefore will not be studied in this LCCA.

2.160.10-4.3 Structure Preliminary Geotechnical Reports

A Structure Preliminary Geotechnical Report (SPGR) will be prepared for the Base Line overcrossing widening in accordance with Caltrans' "Foundation Report Preparation for Bridge Foundations" (Caltrans 2009). The scope of the SPGR includes a site reconnaissance, literature review, review of as-built plans, review of log of test boring sheets, evaluation of subsurface soil and ground water conditions, evaluation of seismic hazards including developing an ARS curve, preliminary evaluation of liquefaction potential, evaluation of feasible foundation types, preliminary foundation capacities and construction issues. Key geotechnical issues will be identified and recommendations will be made for future geotechnical investigations that are expected to be necessary for final design. Since no field geotechnical sampling is included in this PA&ED phase of the project, recommendations and data will be obtained from available existing resources.

2.160.10-5 VALUE ANALYSIS

It is assumed that a Value Analysis will not be required for the SR-210/Base Line interchange improvement project. A formal Value Analysis study is typically required for projects with cost estimates in excess of $30 million; however, the conceptual cost estimates prepared by SANBAG indicate that the project will be less than $30 million.

2.160.10-6 STRUCTURE ADVANCE PLANNING STUDIES

A preliminary structure design for the purpose of establishing reliable cost estimates and evaluating potential environmental impacts will be developed for the overcrossing widening. An Advance Planning Study (APS) will be prepared in accordance with Caltrans' current guidelines for APS documents. Existing data that could influence the design of the widened structure will be collected and reviewed. This includes site seismicity, geotechnical information and reports and right of way information. The APS document will include an engineering study, development of a Structure General Plan, an itemized construction cost estimate, an APS Design Memorandum and an APS Checklist.

2.160.10-7 PRELIMINARY TRANSPORTATION MANAGEMENT PLAN

A Transportation Management Plan (TMP) Data Sheet will be prepared in support of the Project Report. The anticipated TMP strategies will be identified in the checklist and their respective costs estimated for input into the overall construction cost estimates for the project. It is not anticipated that major freeway mainline closures will be required for this project; however, short-term, nighttime freeway closures may be necessary to implement falsework and/or certain traffic handling elements such as k-rail placement. Therefore, the feasibility of short-term detours utilizing local surface streets will be assessed. Preparation of preliminary Traffic Handling Plans should not be needed during this PA&ED phase of project development and they are not included in this scope of work. The primary objective of the TMP Data Sheet and supporting analyses is to estimate the costs of transportation management and to identify any environmental impacts that project sequencing/construction staging may have on the traveling public or adjacent land uses.

2.160.10-8 CONCEPT ALTERNATIVE GEOMETRICS

This task includes efforts required to develop the improvement alternative that has been proposed by the City of Highland and advanced by SANBAG. Conceptual geometrics include layouts and typical cross sections. Profiles and superelevation diagrams will not be necessary to define the project footprint and are not included in this scope of work. Existing, or if necessary, proposed nonstandard design features will be identified as part of this task.

2.160.10-8.1 Concept Geometric Layouts and Typical Cross Sections

Concept geometric layouts will be prepared on the base mapping to address the needs of the project. It is anticipated that concept layouts will include the preliminary concept advanced by SANBAG. The western and eastern transitions will be developed to the extent necessary to establish the project footprint and

impacts. Also, geometrics of the transitions will be advanced to the point where compliance with the Caltrans Highway Design Manual (HDM) can be confirmed or exceptions noted. Again, since the improvements are essentially widenings, it will not be necessary to develop profiles or superelevation designs for these areas since they will necessarily follow the existing profiles and superelevation of the existing mainline and ramps. This level of effort assumes that only one Build Alternative will be developed for the project.

2.160.10-8.2 Mandatory and Advisory Design Exception Fact Sheets

In association with the development of concept geometrics for the project, nonstandard design features (existing and proposed) will be identified. This will require a review of the existing design elements that are not proposed for improvement by the proposed project. Research of as-built drawings and an assessment of the existing mapping will be used to determine areas of existing nonstandard design features. Proposal of new nonstandard design features will be minimized to the extent possible; however, as currently proposed there are many nonstandard design features inherent in the conceptual design and the existing interchange. It is anticipated that up to seven Mandatory Design Exceptions and up to seven Advisory Design Exceptions will be needed for the project.

2.160.10-9 PRELIMINARY COST ESTIMATES

Preliminary construction cost estimates will be prepared for the Build Alternative. Major elements of work will be estimated based upon the preliminary engineering drawings produced. Minor work elements will be estimated with percentages where appropriate and through engineering judgment. The cost estimate will be produced using Caltrans' "6-page Preliminary Engineering Cost Estimate" template. Costs will be segregated by trade such as earthwork, pavement, drainage, traffic, structures, right of way and utilities. Also, support costs for final design, right of way acquisition (if any) and construction management will be estimated based upon reasonable industry percentages.

2.160.15 DRAFT PROJECT REPORT

A Draft Project Report (DPR) following Caltrans' report template and format will be prepared. The DPR shall be prepared by or under the supervision of a registered Civil Engineer in the State of California. The consideration of nonstandard features will be closely coordinated with the SANBAG Project Manager and the City of Highland to confirm acceptability by SANBAG and the City.

The anticipated applicability of the various Project Report sections from the Caltrans "Outline for Project Reports" is highlighted in the following:

- Introduction - [Included]
- Recommendation - [DPR recommends circulation only]
- Background - [Includes Project History and Existing Facility, Community Interaction is anticipated to be minimal]

- Need and Purpose - [Includes Deficiencies, Regional and System Planning and an analysis of the Traffic Forecasting and Operational Problems]
- Alternatives - [One Build Alternative with Engineering Features, Nonstandard Design Features, Utility Involvement, Erosion Control, Noise Barriers, Roadway Rehabilitation and Upgrading, Structure Rehabilitation and Upgrading, Cost Estimates and Right of Way Data] [The following topics are not anticipated to be relevant to the project as currently envisioned: Interim Features, HOV Facilities, Park and Ride Facilities, Railroad Involvement and Highway Planting since these topics would not be pertinent for the interchange improvement project as currently defined] [Other Rejected Alternatives are not anticipated due to the explicit nature of the project's current definition]
- Considerations Requiring Discussion - [Includes Hazardous Waste, Resource Conservation, Right of Way Issues (minimal), Environmental Issues (highlights from the DED), Air Quality Conformity, Title VI Considerations and Noise Abatement Decision (summary tables for the NADR)]
- Other Considerations - [Recommend Opportunity for a Public Hearing, Route Matters, Permit Requirements, Cooperative Agreements, Other Agreements, Preliminary TMP, Stage Construction, Accommodation of Oversized Loads and Graffiti Control]
- Programming - [Included]
- Reviews - [Included, as appropriate]
- Project Personnel - [Included]
- Attachments - [Signed DED, Location Map, Concept Improvement Maps, Typical Sections, DPR Cost Estimate, Right of Way Data Sheet and Structure Advance Planning Studies]

The DPR will be prepared and submitted to SANBAG and the City of Highland for an initial review. SANBAG's and the City's comments will be addresses and a revised 1st Draft DPR will be produced and submitted to Caltrans. After Caltrans' review, comments will be dispositioned and a 2nd Draft DPR will be prepared and submitted for approval by Caltrans. If additional comments are received on the 2nd Draft DPR, a Comment Resolution Meeting will be scheduled with Caltrans to develop mutually acceptable responses and document revisions. The 3rd Draft DPR will then be produced and submitted to Caltrans for signature approval.

2.160.20 ENGINEERING AND LAND NET SURVEYS

For the purposes of aerial topographic surveys, the project limits cover the SR-210/Base Line interchange area from approximately Buckeye Street (western terminus) to approximately Seine Avenue (eastern terminus). Ramp improvements are contemplated on both entrance ramps and the westbound exit ramp; however, the topographic mapping for those ramps is already available from the mainline SR-210 Mixed Flow Lane Addition project. In addition to the specific project limits defined by the join locations of the proposed street improvements along Base Line, it is proposed to map an additional area to the west extending to approximately Church Avenue and an additional area to the east extending approximately to Boulder Avenue. Aerial topographic mapping and right

of way base mapping that is already available from the mainline project will be used to the extent possible. This scope of work and level of effort estimate is for the additional mapping needed for the interchange studies beyond what is already available from the mainline project. All mapping will be compiled in conformance with existing Caltrans mapping standards. All mapping deliverables will be provided in Microstation V8 seed.

2.160.20-1 SURVEY CONTROL

Adequate cadastral monuments will be located in the project area to establish record centerline and right of way for Base Line. Survey crews will set aerial photogrammetric and profile targets in conformance with the aerial flight plan. All targets will be painted using nontoxic, water-soluble paint. Where possible, these targets will be centered on existing cadastral monuments. Where no such monument is found, the surveyors will set a semi-permanent monument to define the center of the target. All surveying and mapping for this project will be completed in English units of measurement. Horizontal datum for this mapping will be the North American Datum of 1983 (NAD83). Vertical datum will be the North American Vertical Datum of 1988 (NAVD88).

2.160.20-2 PHOTOGRAMMETRIC MAPPING

Color aerial photography will be obtained of the proposed site at a nominal photo scale of 1"=300' (1:3,600), which will be used to generate a 1" = 50' mapping with 2 foot contour intervals and covering at a minimum 200' each side of the Base Line centerline. The three step "ABC Process" of project survey submittals and approvals consisting of flight and control layout, AT adjustment and photo index and ultimately the final DGN files will be implemented during the course of this project. As a part of this delivery a Digital Ortho Photo will be produced and delivered.

2.160.20-3 RIGHT OF WAY BASE MAP

Major cadastral monuments will be field located in the project area to establish centerline and right of way for Base Line and the interchange ramps from record and available information obtained from SANBAG, Caltrans District 8, the City of Highland and the County of San Bernardino.

2.160.45 GADs, BASE MAPS AND PLAN SHEETS FOR PA&ED DEVELOPMENT

Base maps and geometric approval drawings (GADs) for the preferred Build Alternative will be prepared near the conclusion of the PA&ED study phase. GADs will include horizontal and vertical alignments and typical cross sections. Preparation of the GADs will be performed in close coordination with Caltrans Design staff and will build upon the concept geometric designs prepared by the City of Highland and later refined by SANBAG. The GADs will be prepared in accordance with Caltrans District 8 GAD Guidance.

2.165.05 PUBLIC AND AGENCY SCOPING

Formal scoping is not required by the project as currently defined. Therefore, a Notice of Preparation will not need to be prepared or circulated. Formal Agency and Public Scoping Meetings are not included in this scope of work.

2.165.10 GENERAL ENVIRONMENTAL STUDIES

General environmental studies will be performed to support the evaluation of the project Build Alternative and, if necessary, to support the environmental determination made under CEQA, NEPA and other applicable environmental laws and regulations. Caltrans will act as the Lead Agency under CEQA and NEPA; the preparation of each environmental technical report will be performed in consultation with the SANBAG Project Manager. All environmental studies performed and reports prepared will meet Caltrans requirements according to the Standard Environmental Reference (SER) website and other pertinent Caltrans guidance.

Environmental technical studies will be consistent with meeting the requirements of CEQA and NEPA, as well as related environmental statutes and regulations. The technical studies will be prepared to cover both related statutory documentation requirements and to support preparation of a joint NEPA/CEQA document required for project approval.

Preparation of environmental technical analyses and reports will follow local, state and federal environmental guidelines, primarily consisting of the Caltrans SER website, Caltrans *Project Development Procedures Manual*, local and state *CEQA Guidelines* and FHWA Technical Advisory 6640.81 *Guidance on Preparing and Processing Environmental and Section 4(f) Documents*. The formats to be used for the technical studies will follow the guidance available on the Caltrans SER website as of the date that those studies are initiated.

Unless otherwise noted, the deliverables for the environmental technical studies will be separately bound reports including a standardized project description, a methodology relevant to each topic area, description of the affected environment, impact assessment and mitigation measures. The screencheck technical study will be submitted to SANBAG (two copies) and the City of Highland (one copy) for review. After SANBAG and the City's reviews and incorporation of relevant comments, the document will be submitted to Caltrans (four copies) for review. Following Caltrans' review, a Draft of each technical study will be submitted to SANBAG (two copies), the City (one copy) and to Caltrans (four copies) for concurrent review. Following Caltrans', SANBAG's and the City's second review, it is assumed that a revisions workshop will be held to address any outstanding comments, if any comments remain. Following the revisions workshop a final version of each report will be prepared. The final technical studies (two copies to

SANBAG, one copy to the City and four copies to Caltrans) will be submitted following the workshop for final concurrence (no additional comments are assumed to be received associated with the final concurrence review).

A specific scope of work has been included for each environmental technical study that is anticipated to be necessary for the project based on a review of existing project information. Five copies of each environmental technical study is anticipated to be delivered for each submittal.

2.165.10-1 COMMUNITY IMPACT ANALYSIS – LAND USE & GROWTH STUDIES

A Community Impact Assessment (CIA) will be prepared. The community impacts on neighborhoods, businesses and minority and low-income populations will be identified, as well as the project's consistency/compatibility with the existing and future land uses and plans in the area. It is assumed that the new CIA annotated outline that is being prepared by Caltrans and is currently in draft form will be followed. No major revisions to the draft annotated outline from February 2012 are anticipated or assumed. No farmlands analysis is assumed to be required or included.

The CIA will provide a clear description of the existing conditions, the potential impacts of the project on the community and how the project relates to other development (existing and proposed) in the area. The significance of the identified impacts, and mitigation measures to best avoid the adverse impacts resulting from the project will be identified and discussed, as appropriate.

Potential impacts to minority and low-income populations, if any, will be addressed in compliance with Executive Order 12898: Federal Actions to Address Environmental Justice in Minority and Low-Income Populations. Data from the 2000 U.S. Census (or 2010 where available) will be used to identify characteristics of populations within census block groups traversed by or adjacent to the proposed project. Community profiles will also be collected for the local project area, City, County, and the State of California to help identify regional and local trends in regards to demographics, local industry, occupations and tax base. Potential impacts during the construction phase due to access limits will be analyzed and measures to address these impacts proposed, if required.

Existing planning documents will be reviewed and potential beneficial and adverse land use impacts of the proposed project and mitigation measures, if required, will be identified.

2.165.10-2 VISUAL IMPACT ANALYSIS

In accordance with FHWA and the U.S. Department of the Interior guidelines, the visual analysis will be prepared under the direction of a licensed Landscape Architect and based on FHWA's *Visual Impact Assessment for Highway Projects*. Based on the Visual Impact Assessment (VIA) Questionnaire it is assumed that a Visual Impact Memorandum or Minor VIA would be appropriate. Visual simulations are not required for a Visual

Impact Memorandum and are optional for a Minor VIA. Due to the minimal potential for visual impacts associated with the proposed project, it is assumed that visual simulations will not be required or included.

2.165.10-3 NOISE STUDY REPORT

A Noise Study Report (NSR) evaluating the noise impacts and potential noise abatement/mitigation measures, if any, associated with the proposed project will be prepared. Because Caltrans oversight is involved, the report will be prepared in accordance with procedures specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol).

A site visit will be conducted to identify noise sensitive land uses and other features of the project area relevant to the noise study. The Caltrans District 8 noise specialist assigned to this project will be consulted to ensure that appropriate requirements are addressed.

A field noise study will be performed to quantify and assess existing noise conditions at the potential noise-sensitive areas. It is estimated that short-term (10 to 15 minutes duration) sound-level data will be collected at up to four (4) representative noise-sensitive locations throughout the area. In addition continuous 24-hour noise monitoring will be conducted at up to two locations if secure measurement locations can be identified.

Traffic noise modeling will be conducted related to the proposed project using the FHWA Traffic Noise Model (TNM) Version 2.5 and available traffic data. TNM will be used to model worst-noise-hour noise conditions at representative modeled receiver locations under existing conditions and design-year conditions with and without the proposed project.

Traffic noise impacts of the proposed project under 23 CFR 772 will be assessed by determining if implementation of the project is projected to result in traffic noise levels under design-year conditions that approach or exceed the FHWA noise abatement criteria or if implementation of the project is predicted to result in a substantial increase in noise at noise-sensitive uses. If traffic noise impacts are projected to occur, information on the preliminary feasibility and reasonableness of noise abatement as defined in the Protocol will be evaluated and presented for use by decision makers in considering noise abatement. Potential construction noise impacts will also be evaluated using methods recommended by the U.S. Department of Transportation.

An NSR will be prepared addressing the requirements of 23 CFR 772 in accordance with guidance in the Protocol and following the noise analysis report format outlined in the Caltrans Technical Noise Supplement (TeNS). If warranted the NSR will include a preliminary noise abatement design to schematically identify the location, height, and extent of noise walls needed to abate noise impacts. In accordance with Protocol guidance, the description of noise walls will be sufficient for environmental review of the

proposed project, but not for final design of the walls. Abatement allowances will be provided for each wall evaluated.

2.165.10-4 NOISE ABATEMENT DECISION REPORT

After completion of the Noise Study Report, an analysis to determine the reasonableness and feasibility of proposed sound walls will be performed. The analysis will consider the noise reduction of each feasible wall, the cost and other environmental factors when determining if implementation the wall is reasonable. The Noise Abatement Decision Report (NADR) will be completed in accordance with the Caltrans SER guidelines.

2.165.10-5 AIR QUALITY STUDY

Air quality studies will be performed to assess potential air quality impacts. This task includes identification of sensitive receptors, collection of pertinent air quality data, performance of micro-scale modeling (if required) to predict future pollutant concentrations with the No Build and Build Alternatives, verification of Federal Clean Air Act conformity status of the project, coordination with regional air quality agencies to obtain concurrence in the conformity status of the project and preparation of an Air Quality Study Report. An Air Quality Conformity Report will also be prepared for approval by Caltrans and the Federal Highway Administration.

2.165.10-5.1 Regulatory Setting and Existing Conditions

Summarize the existing federal, state, and local air quality regulatory environment as it affects the proposed project, and describe the location of sensitive receptors in the project vicinity. Using data provided by the California Air Resources Board (CARB) and the South Coast Air Quality Management District (SCAQMD), characterize existing air quality conditions in the project area and explain how those conditions are affected by local climate and topography.

2.165.10-5.2 Evaluation of Construction Emissions

Until recently, Caltrans District 8 procedures have included providing a qualitative discussion related to construction emissions. Based on new District requirements, it is assumed that a quantitative construction analysis will be performed to evaluate regional and localized mass emissions. Based on preliminary construction scheduling and phasing information, construction emissions will be quantified using the Road Construction Emissions Model.

2.165.10-5.3 Evaluation of Operations-Period Mass Emissions

Evaluate whether the project meets transportation conformity requirements by determining whether it is included, as currently defined, in the most recent Regional Transportation Plan (RTP) and Federal Transportation Improvement Program (FTIP) prepared by the Southern California Association of Governments (SCAG). Regional criteria pollutant emissions will be quantified using project-level VMT and the Caltrans' CT-EMFAC emissions inventory model. Project-

related criteria pollutant emissions will be compared to SCAQMD significance thresholds to determine significance under CEQA.

2.165.10-5.4 Localized Carbon Monoxide Hot Spot Analysis

Analyze the degree to which project-related traffic volumes have a potential to effect local carbon monoxide (CO) concentrations using the California Department of Transportation CO Hotspot Protocol. It is anticipated that the CO screening procedure will be appropriate and that CALINE-4 dispersion modeling will not be required.

2.165.10-5.5 Localized $PM_{2.5}$/PM_{10} Hot Spot Analysis

Analyze the degree to which project-related traffic volumes have a potential to affect local $PM_{2.5}$ and PM_{10} concentrations. It is assumed that a quantitative analysis that evaluates mobile-source and re-entrained dust emissions will be required by Caltrans to address $PM_{2.5}$ and PM_{10}.

2.165.10-5.6 Mobile Source Air Toxics

Evaluate proposed project-related mobile source air toxics (MSATs) emissions in accordance with FHWA interim guidance on how MSATs should be addressed in NEPA documents. Extensive quantitative analyses will be required to address MSATs.

2.165.10-5.7 Climate Change/Greenhouse Gas Emissions

A quantification of operational-period greenhouse gas (GHG) emissions associated with implementation of the proposed project will be conducted. Consistent with current Caltrans policy, construction-period GHG emissions will not be quantified. Operations-period GHG emissions will be quantified using regional daily peak-period and non-peak-period vehicle miles traveled (VMT) apportioned into 5 mph speed bins for speeds between 5 mph and 75 mph; and the CT-EMFAC emissions model. A comparison of GHG emissions will be presented associated with the Build Alternative versus the No Build Alternative to characterize effects of the proposed project on GHG emissions. The analysis of climate change will also incorporate the most recent guidance found on the Caltrans SER website and Caltrans annotated outline.

2.165.10-5.8 Air Quality Conformity Analysis Report and Checklist

Under NEPA delegation, the federal air quality conformity determination has not been delegated to Caltrans and must be made by FHWA. A separate Air Quality Conformity Analysis will be prepared using the annotated outline for this report on the Caltrans SER website at the time that the report is initiated and the Conformity Checklist will also be prepared based on the checklist that is available on the Caltrans SER website at the time that the Air Quality Conformity Analysis Report is prepared.

2.165.10-5.9 SCAG Transportation Conformity Working Group (TCWG)

The required Particulate Matter (PM) Conformity documentation will be completed and submitted to Caltrans for forwarding to SCAG for inclusion on the agenda for determining if the PM conformity analysis is sufficient for NEPA circulation. It is assumed the PM conformity analysis will be found to be sufficient and that no additional analysis will be required related to the TCWG determination.

2.165.10-5.10 Mitigation Measures

Mitigation measures will be identified, where applicable, to address significant air quality impacts, if present.

2.165.10-6 PALEONTOLOGY STUDY

Based on a preliminary review, the project appears to be located in an area that would be considered to have a high level of paleontological sensitivity at depths of greater than five feet. It is assumed that project excavations would not generally extend to five feet below original ground surface or proposed improvements would be located in areas of engineered embankments rather than in historically undisturbed soils. Therefore, it is assumed that no paleontological reports, including a Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER), will be required for the proposed project. A paleontological records search will be obtained and reviewed for the project; however, no report or evaluation within the Environmental Document is assumed.

2.165.10-7 HAZARDOUS WASTE INITIAL SITE ASSESSMENT

The purpose of the Initial Site Assessment (ISA) will be to review past and present land use practices, current site operations and conditions and nearby offsite (outside the State right of way) land uses to evaluate the potential for environmental impairment within the project limits. If, based upon this preliminary data review, a potential for environmental impairment or contamination is identified, further investigations may be recommended to evaluate whether subsurface contamination may exist at the locations identified (Phase II Preliminary Site Investigations). Efforts associated with such further investigations are not included in this scope of work.

The historical sources review will require a search of the properties to go as far back in history as it can be shown that the property contained structures or was first used for residential, agricultural, commercial, industrial or governmental purposes. If any substantial data gaps are identified within the project limits, they will be documented and their significance will be reported.

The hazardous waste assessment will be performed to identify and evaluate the potential for Recognized Environmental Conditions (REC) to occur in the project area. This task includes a literature search and review of historic information, interagency coordination with the appropriate agencies, field windshield/visual surveys and preparation of the Hazardous Waste Initial Site Assessment (ISA) Report.

2.165.10-9 LOCATION HYDRAULIC STUDY AND FLOODPLAIN EVALUATION REPORT

A Location Hydraulic Study will not be necessary for the interchange improvement project as currently defined.

2.165.15 BIOLOGICAL STUDIES

The Project's study area spans approximately 6.5 miles extending from the SR-210/I-10 interchange north to Highland Avenue, with the Project's disturbance footprint (Project Footprint) not anticipated to exceed the Caltrans Right of Way. The study area includes the disturbance footprint plus a range of buffers extending out to a maximum of 500 feet from permanent impact areas. Buffers will depend on specific survey requirements. This scope of work was developed to disclose and evaluate common and special status species, and identify potential aquatic resources within study area boundaries. Special status species include any species that has been afforded protection by federal, state, or local resources agencies (e.g., U.S. Fish and Wildlife Service [USFWS], California Department of Fish and Game [CDFG]) and/or resource conservation organizations (e.g., California Native Plant Society [CNPS]). The term "special-status species" excludes those avian species solely identified under Section 10 of the Migratory Bird Treaty Act (MBTA) for federal protection. Aquatic resources are defined as the potential limits of: U.S. Army Corps of Engineers (USACE) jurisdiction pursuant to Section 404 of the Clean Water Act (CWA); Regional Water Quality Control Board (RWQCB) legal authority in accordance with Section 401 of the CWA and as defined within Section 13050(e) (*et seq.*) of the California Water Code (CWC) via the Porter-Cologne Water Quality Control Act (Porter-Cologne); and CDFG jurisdiction pursuant to Section 1600 (*et seq.*) of the California Fish and Game Code (CFG Code)

The scope of work and level of effort estimate provided herein are based on judgment of the requirements and site-specific natural resource constraints known at the time of this proposal and takes into consideration various assumptions that were stated previously within this scope of work.

2.165.15-1 NATURAL ENVIRONMENT STUDY (MINIMAL IMPACTS)

A Natural Environment Study (Minimal Impacts) [NES (MI)] will be prepared in accordance with the Caltrans Environmental Handbook to document and evaluate habitats in the Project study area. Preparation of the NES (MI) includes the following subtasks:

2.165.15.1.1 Literature Review and Project Coordination

Prior to performing field surveys, an informal review of resource databases, local resource management plans, aerial photos, previously prepared environmental documents and any other readily available commercial data will be reviewed to determine the locations and types of biological resources that have the potential to exist in the study area and region. These resources include, but are not limited to, the National Wetland Inventory, California Department of Fish and Game (CDFG) Natural Diversity Database (CNDDB), California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California and USFWS file data and species lists. The literature review will support the development of all written deliverables within this scope of work.

A list of potentially-occurring, federally-listed plant and wildlife species will be requested from the U.S. Fish and Wildlife Service (USFWS) prior to initiating field surveys. If necessary, project staff will informally correspond with the applicable regulatory agencies (e.g., USFWS and CDFG) early on, and as needed, to identify potential requirements, additional data reporting requirements, surveys and information required to implement the Project. Informal agency consultation will be performed only following consent from SANBAG. This task includes project development meetings to be conducted with Caltrans and SANBAG.

2.165.15-1.2 Natural Environment Study (Minimal Impacts) Report

A general pedestrian-based biological survey of the study area will be conducted to document and evaluate on-site habitat and determine the potential for occurrence of biological resources to be addressed in the NES (MI). The field analysis and data collection will focus on identification and estimation of the approximate acreage of various vegetation and habitat communities, and the potential for occurrence of federally listed and state listed plant and wildlife species that would likely be affected by Project implementation based on habitats present. Based on initial Project review, no threatened and endangered plant and wildlife species are expected to occur within the study area and no protocol plant or wildlife surveys are anticipated.

Results of literature review and field studies will be synthesized into a NES (MI) Report that will support the Project Environmental Document pursuant to California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The NES (MI) will include at a minimum, Project background information; applicable local, state, and federal regulations; agency coordination; methods and results of general surveys; species lists; impacts on vegetation communities, non-listed plant and wildlife species, avoidance, minimization, and mitigation measures developed for the Project; and a photolog of representative biological conditions present.

2.165.15-2 JURISDICTIONAL DELINEATION MEMO

A review of U.S. Geological Service (USGS) 7.5 minute topographic quadrangle maps, aerial maps, National Wetland Inventory (NWI) and Geographic Information Systems (GIS) database will be performed in order to identify any potential aquatic features present within the study area. A pedestrian-based field survey of the study area will be conducted to ensure no aquatic resources are present. The field survey results will be synthesized into a brief Jurisdictional Delineation Memo, which will be appended to, and summarized within, the NES (MI). Based on initial project review, no aquatic resources are anticipated to occur within the study area.

2.165.20 CULTURAL RESOURCES STUDIES

The proposed project improvements will be subject to compliance with Section 106 of the National Historic Preservation Act (NHPA). This requires consideration of potential project effects to historic properties including archaeological and historical resources listed in or eligible for listing in the National Register of Historic Places according to criteria listed in 36 CFR800. Caltrans administers Section 106 compliance on behalf of FHWA and requires that documentation conform to specifications contained in Caltrans SER website. As of January 1, 2004, cultural resource studies must be prepared and processed in accordance with the *Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program In California.*

A records search will be conducted at the San Bernardino County Information Center of the California Historical Resources Information System. This records search will consult California's database of previous studies and previously recorded sites within the proposed project area and within a 0.5-mile radius, per Caltrans guidelines. Historic maps and photographs will also be reviewed, if available. An Area of Potential Effect (APE) map will be established in consultation with SANBAG and Caltrans for obtaining Caltrans approval. The map will provide the survey boundaries for cultural resources to be evaluated during project studies. The APE map will be based on the total anticipated disturbance footprint associated with project activities (e.g., road widening/interchange construction, staging areas, drainage facilities and parcels containing impacted structures, if any). Also, the Native American Heritage Commission will be contacted for a review of the Sacred Lands File, and Native American groups will be consulted to request information regarding the types of potential cultural resources in the study area. Consultation will be conducted under the direction of Caltrans District 8 staff and appropriate and current state and federal regulations.

Following completion of the records search/review, a field survey of the APE will be conducted for archaeological resources. This scope of work assumes that no archaeological sites will be identified in the APE and that no testing and/or evaluation will be required. It is anticipated that an Archaeological Survey Report (ASR) (Finding of No Archaeological Resources Present) will be prepared.

In addition, a qualified architectural historian will conduct a field survey of the proposed project area to record buildings, structures and historic features through photography and written descriptions. If buildings are substantially altered or are less than 50 years old, the qualified architectural historian can exempt them from further evaluation in accordance with the Section 106 Programmatic Agreement (PA). It is assumed that all buildings can be exempted under the Section 106 PA and that a Historical Resource Evaluation Report (HRER) will not be required. Resources that would likely <u>not</u> screen out under the Section 106 PA are located at: 1) southeast corner of Base Line and Stoney

Creek Drive (single family homes); 2) First United Methodist Church located east of Church Avenue along the south side of Base Line (west of the Shell gas station parcel); and 3) Saint Adelade Academy located west of Church Avenue along the south side of Base Line. It is assumed that these parcels would be avoided entirely and that no permanent or temporary work on these parcels would occur.

It is also assumed that no resources will be identified that are eligible for listing on the National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR).

Following completion and approval of the APE and detailed ASR discussed above, a summary document, the Historic Properties Survey Report (HPSR) will be generated in accordance with Caltrans/FHWA standards for Section 106 compliance with the NHPA. It is anticipated that the proposed project will result in an HPSR with a finding that no properties requiring evaluation are present within the project's APE.

2.165.25 ENVIRONMENTAL DOCUMENT

2.165.25-1 DRAFT ENVIRONMENTAL DOCUMENT

As previously described, it is assumed that the appropriate document for the proposed project would be an Initial Study/Mitigated Negative Declaration (IS/MND) and Categorical Exclusion. If a higher level CEQA or NEPA document is identified as the appropriate document for the proposed project based on the technical analyses performed, then this will be communicated to SANBAG and a scope and cost for performing this work will be submitted. However, based on a review of the proposed project this is not anticipated. It is assumed that the Caltrans District 8 annotated IS format will be utilized.

A Screencheck Draft IS/MND and External Quality Control (QC) Certification will be provided to SANBAG and then to Caltrans for review. Following review by SANBAG and Caltrans, the IS/MND document will be revised and an Administrative Draft IS/MND will be submitted, along with a Comment/Response matrix and External QC Certification, and forwarded to SANBAG and Caltrans for concurrent review. Following this review the document will be revised and a Draft IS/MND will be prepared along with an updated Comment/Response matrix and External QC Certification, and forwarded to SANBAG and Caltrans for review. Following this review the document will be revised and the Final Draft IS/MND will be prepared along with another Comment/Response matrix and External QC Certification, and forwarded to SANBAG and Caltrans for their final concurrence and approval. It is assumed that Caltrans will approve the document for public availability with no further comment. To reduce iterations of the document, a revision workshop will be conducted with SANBAG and Caltrans to facilitate completion of the document following the review of the Draft IS/MND, if comments still remain after this review.

2.170 PERMITS AGREEMENTS

2.170.05 DETERMINE REQUIRED PERMITS

The various environmental permits that will need to be obtained to construct the project will be identified through consultation with Caltrans and SANBAG environmental staff. The specific area/quantity calculations and impacts on jurisdictional resources for an interchange reconstruction project can only be roughly estimated during this PA&ED phase of project development. Therefore, actual Permit Applications and Agreements for the interchange improvement project cannot be prepared during this phase; therefore, this detailed effort is assumed to be deferred to the final design phase.

2.175 CIRCULATION DRAFT ENVIRONMENTAL DOCUMENT

2.175.05 PUBLIC CIRCULATION

For the proposed project, a distribution list will be developed with SANBAG and Caltrans to distribute the documents. A list of property owners and residents will be generated, along with their mailing addresses, within 500 feet of the proposed project limits. A combined Notice of Intent will be prepared to adopt an MND and Notice of Opportunity for Public Hearing (NOI/NOPH), in accordance with Caltrans requirements, for publication in a newspaper of local circulation (both English and Spanish), for posting at the San Bernardino County Clerk's office, and for distribution to anyone who has filed a written request with SANBAG or Caltrans. A draft notice will be provided to SANBAG and Caltrans for concurrent review. Upon receipt of comments from SANBAG and Caltrans a final notice will be prepared and provided to SANBAG and Caltrans. It is assumed that publication of the notice will be coordinated with up to two appropriate newspapers. An assumed cost of $8,500 for publishing the notices has been included for budgeting purposes. It is assumed that the preliminary engineering and environmental technical support studies will not be made available to the general public, but copies will be available at certain locations if requested by individuals during the public availability period. Hardcopies of the Environmental Document and NOI/NOPH will be provided at selected locations (Caltrans, SANBAG, City of Highland and local libraries). CDs containing the document and a hard copy of the NOI/NOPH will be provided to other agencies and officials included on the distribution list (and other individuals or organizations who specifically request copies of the document). Finally, a copy of the NOI/NOPH will be provided to property owners and residences within a 500 feet of the proposed project.

For the proposed level of environmental documentation (IS/MND) there is no legal requirement for holding a public meeting or Public Hearing; however, the notice that is prepared and published for the proposed project will offer the opportunity to request a Public Hearing. This scope and cost assumes that no public hearing will be requested or conducted. In addition, similar to other SANBAG interchange improvement projects, no

public informational meeting is anticipated to be conducted during the public availability period.

2.180 PROJECT REPORT & FINAL ENVIRONMENTAL DOCUMENT (FED)

2.180.05 FINAL PROJECT REPORT

Comments received on the Draft Project Report and through public circulation of the Draft Environmental Document, will be incorporated into the final Project Report, as appropriate. The final Project Report will be updated and processed with Caltrans for approval.

2.180.10 FINAL ENVIRONMENTAL DOCUMENT

Subsequent to circulation of the Draft Environmental Document, responses to comments received from the public and reviewing agencies will be prepared. Preparation of the responses will be conducted in consultation with the SANBAG Project Manager. Responses to comments received will be processed according to Caltrans guidelines and incorporated into the final Environmental Document. The Final Environmental Document will be prepared for Caltrans approval. If necessary, a Notice of Determination pursuant to CEQA/NEPA requirements will be prepared.

Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 12

Date: February 6, 2013

Subject: Amendment to Victor Valley Transit Authorities Expenditure Plan for the remaining Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA)

Recommendation:* Approve the amendment to the Expenditure Plan for Proposition 1B, Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funds as identified in the attached documents.

Background: The SANBAG Board approved an allocation in the amount of $70,286,423 to the transit operators on February 3, 2010. The allocations provided capital funds for all the transit operators throughout the county. Which included Barstow Area Transit (BAT), Morongo Basin Transit Authority (MBTA), Mountain Area Regional Transit Authority (MARTA), Needles Area Transit (NAT), Omnitrans, Southern California Regional Rail Authority (SCRRA) and Victor Valley Transit Authority (VVTA).

Because the Expenditure Plan is now three (3) years old, it does not necessarily reflect the current needs of the operators. This amendment does not add or subtract funds but reallocates the dollars to the projects that the operators

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1302a-ns
Attachment:
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1302/AgendaItems/BRD1302a1-ns.xls
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1302/AgendaItems/BRD1302a2-ns.xlsx

currently need. AB 1072, Chapter 271, Statues of 2009, requires that project sponsors submit to Caltrans a description of transit capital projects it intends to fund with PTMISEA through the end of the program, which is currently set for Fiscal Year 2016/2017.

Approval of this item will amend the original Expenditure Plan provided by SANBAG to Caltrans for VVTA. Please see Attachment 1 for original VVTA Expenditure Plan and Attachment 2 for amended Expenditure Plan. Please note that the final amount has not changed only project designation has.

Financial Impact: This item has no immediate impact on the adopted budget. Any future allocations of PTMISEA funds to SANBAG will require a budget amendment at that time. VVTA is responsible for directly applying for they're own PTMISEA funds from the State and do not directly affect the SANBAG Budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 24, 2013.

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

BRD1302a-ns
Attachment:
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1302/AgendaItems/BRD1302a1-ns.xls
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1302/AgendaItems/BRD1302a2-ns.xlsx

ATTACHMENT 1

Caltrans

Effective: 10/0

Public Transportation Modernization, Improvement, & Service Enhancement Program (PTMISEA)
PTMISEA Program Expenditure Plan Worksheet

Sponsor Agency: Victor Valley Transit Authority
City/County: Hesperia/San Beranrdino
Sponsor Contact: Kevin Kane
Email: kkane@vvta.org
Phone: (760) 948-4330
Total PTMISEA Appropriation: 822271 + 10076421 (This is the total amount of PTMISEA funding that was listed in the October 30, 2009 letter from the California State Controller, John Chiang.)

Project Name	Project Description	PTMISEA Funds by FY										Other Fund Sources			Total Estimated
		Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	Project Cost
Operator Allocation	**GC 8879.55(a)(3)**														
ITS hardware/software	ADA paratransit and fixed route communications and data resources				$822,271						$822,271				$822,271
Population Allocation	**GC 8879.55(a)(2)**														
3 fixed route rplc buses	Purchase fixed route replacement buses (match)			$137,640							$137,640				$137,640
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements			$125,000							$125,000				$125,000
Communications systems	Purchase new communication systems for fixed routes/paratransit			$150,000							$150,000				$150,000
ITS hardware/software	Purchase ADA paratransit and fixed route communications and data resources				$362,918						$362,918				$362,918
5 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses				$475,000						$475,000				$475,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements				$125,000						$125,000				$125,000
2 Service vehicles rplc	Purchase replacement service vehicles				$70,000						$70,000				$70,000
5 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses					$500,000					$500,000				$500,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements					$35,863					$35,863				$35,863
Service vehicle rplc	Purchase replacement service vehicle					$125,000					$125,000				$125,000
4 Premium ParaT. Rplc buses	Purchase Premium Paratransit replacement buses					$480,000					$480,000				$480,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements						$125,000				$125,000				$125,000
4 County Rplc buses	Purchase County replacement buses Type VII's						$500,000				$500,000				$500,000
4 fixed route rplc buses	Purchase fixed route replacement buses							$2,000,000			$2,000,000				$2,000,000
8 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses							$680,000			$680,000				$680,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements							$100,000			$100,000				$100,000
8 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses								$760,000		$760,000				$760,000
2 Service vehicles rplc	Purchase replacement service vehicles								$75,000		$75,000				$75,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements								$100,000		$100,000				$100,000
2 Service vehicles rplc	Purchase replacement service vehicles									$80,000	$80,000				$80,000
5 fixed route rplc buses	Purchase fixed route replacement buses									$2,500,000	$2,500,000				$2,500,000
5 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses									$450,000	$450,000				$450,000
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements									$100,000	$100,000				$100,000
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
											$0				$0
Totals:		PTMISEA Funds by FY										Other Fund Sources			Total Estimated
		Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	Project Cost
		$0	$0	$412,640	$1,855,189	$1,265,863	$625,000	$2,780,000	$935,000	$3,130,000	$10,903,692	$0	$0	$0	$10,903,692

Total Number of Projects: 24

Description:
Each project sponsor shall complete the above table listing each project to be funded with PTMISEA funds. These projects should represent the sponsor's entire share of PTMISEA funds for the life of the Bond.
The total amount in the blue highlighted cell (below) should equal the project sponsor's total PTMISEA appropriation (above).

Shaded areas are pre calculated. Please do not change the formulas.

Sponsor Agency Signature : _____ Date: _____

Caltrans Signature : _____ Date: _____

BRD1302a1-ns
ATTACHMENT D

Caltrans

Effective: 10/

ATTACHMENT 2

Public Transportation Modernization, Improvement, & Service Enhancement Program (PTMISEA)

PTMISEA Program Expenditure Plan Worksheet

Sponsor Agency: Victor Valley Transit Authority
City/County: Hesperia/San Berarrdino
Sponsor Contact: Kevin Kane
Email: kkane@vvta.org
Phone: (760) 948-4330

Total PTMISEA Appropriation: 822271 + 10076421 (This is the total amount of PTMISEA funding that was listed in the October 30, 2009 letter from the California State Controller, John Chiang.)

Project Name	Project Description	PTMISEA Funds by FY										Other Fund Sources			Total Estimated Project Cost
		Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	
Operator Allocation	**GC 8879.55(a)(3)**														
3 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses (CMAQ match)				$63,659							$491,342			
2 Fixed Route rplc buses	Purchase fixed route replacement buses (CMAQ match)				$110,615							$853,773			
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements				$144,915							$25,085			
1 rplc service truck	Purchase replacement service truck				$35,000										
Path of travel bus stop imprv.	Path of travel bus stop improvements (Article 3 match)				$28,189									$92,166	
ITS hardware/software	ADA paratransit and fixed route communications and data resources					$190,556	$249,337								
Population Allocation	**GC 8879.55(a)(2)**														
3 fixed route expansion buses	Purchase fixed route expansion buses				$1,800,000										
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements					$125,000						$50,170			
2 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses					$190,000									
ITS hardware/software	Purchase ADA paratransit and fixed route communications and data resources					$385,918									
8 Premium ParaT. Rplc buses	Purchase replacement buses					$1,205,000									
2 Service vehicles rplc	Purchase replacement service vehicles					$105,000									
4 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses						$460,000								
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements						$125,000								
4 County Rplc buses	Purchase County replacement buses Type VII's						$500,000								
8 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses							$680,000							
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements							$125,000							
8 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses								$760,000						
2 Service vehicles rplc	Purchase replacement service vehicles								$75,000						
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements								$100,000						
2 Service vehicles rplc	Purchase replacement service vehicles									$80,000					
5 fixed route rplc buses	Purchase fixed route replacement buses									$2,810,503					
5 ADA ParaT. Rplc buses	Purchase ADA Paratransit replacement buses									$450,000					
Shelters & Accessibility Imprv.	Purchase shelters, benches, and accessibility improvements									$100,000					
Totals:		PTMISEA Funds by FY										Other Fund Sources			Total Estimated Project Cost
		Prior	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	Total	Federal	State	Local	
											$10,599,682				

Total Number of Projects:

Description:
Each project sponsor shall complete the above table listing each project to be funded with PTMISEA funds. These projects should represent the sponsor's entire share of PTMISEA funds for the life of the Bond.
The total amount in the blue highlighted cell (below) should equal the project sponsor's total PTMISEA appropriation (above).

Shaded areas are pre calculated. Please do not change the formulas.

Sponsor Agency Signature: _____ Date: _____

Caltrans Signature: _____ Date: _____

Governments SANBAG Working Together

San Bernardino Associated Governments

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 13

Date: February 6, 2013

Subject: Transit and Rail Department Budget Amendments for Fiscal Year 2012/2013

Recommendation:* Approve Fiscal Year 2012/2013 budget amendments:

1. Increase Task No. 0379 Commuter Rail Capital in the amount of $38,250 funded with prior year fund balance of Local Transportation Fund Rail, $11,750 of State Transit Assistance Fund Rail, and $528,000 of Rail Assets for a new task total of $36,586,402.54.

2. Increase Task No. 0502 TDA Administration in the amount of $359,700 funded with prior year fund balance of Local Transportation Fund Administration funds reallocated to Fiscal Year 2012/2013 for a new task total of $829,705.

3. Increase Task No. 0406 Traveler Services in the amount of $19,375 funded with Measure I 1990-2010 Valley Traffic Mitigation Environment Enhancement funds for a new task total of $2,250,775.07.

Background: During the budget process, estimated revenues and projected expenditures are prepared in addition to projected fund balances for each fund. A positive fund balance is generated when revenues exceed expenditures.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1302b-maa

Since the Fiscal Year 2011/2012 is now closed, staff has reviewed fund balance, expenses and revenues, and identified the need to use fund balance for various expenditures in the Fiscal Year 2012/2013 budget.

Some examples of items being budgeted include; unanticipated expenses such as BNSF flagging fees for Eastern Maintenance Facility (EMF), City of San Bernardino additional final invoice for Metrolink parking structure, Environmental Impact Report (EIR) fee's related to EMF, Transportation Development Act (TDA) audits and Vanpool services in the Victor Valley area.

Some of the items listed above, were not anticipated during the Fiscal Year 2012/2013 budgeting process which began in the early part of the 2012 calendar year. In addition, the Transit and Rail department went through an employee turnover with all new staff except the Director of Transit and Rail and a Transit Specialist. Due to this fact, the new staff has identified items which required a budget amendment.

Financial Impact: Approval of this item would result in a budget amendment to the Fiscal Year 2012/2013 adopted budget for the tasks identified in recommendations one (1) through three (3) Tasks include No. 0379 Commuter Rail General, Task No. 0502 TDA Administration and Task No. 0406 Traveler Services.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 24, 2013.

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

BRD1302b-maa

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 14

Date: February 6, 2013

Subject: Request for Proposal No. 13048 for Airport Rail Access Study

Recommendation:* That Board, acting as the San Bernardino County Transportation Commission, authorize and approve release of Request for Proposal No. 13048 for qualified firms to provide an Ontario Airport Rail Access Study.

Background: The Ontario International Airport (OIA) currently does not have rail access. Since the airport is close to major rail infrastructure, passenger rail connection to the airport is feasible and would be of great benefit to the air traveling public, Metrolink, airport development, High Speed Rail connections, transit oriented development, and local economies. San Bernardino Associated Governments, acting as the San Bernardino County Transportation Commission (SANBAG) intends to conduct a study through the use of a consultant to examine conceptual designs for this connection. The ultimate goal is to provide a rail connection within walking distance of each terminal at OIA.

The study will examine possible extensions or relocation of the Metrolink infrastructure and the addition of other systems that may provide connections with Metrolink and the California High Speed Rail Project.

Financial Impact: This item is not consistent with the adopted budget for fiscal year 2012/2013. When the contract is brought to the Board to award, the exact amount and funding

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1302b-maa

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Requests%20for%20Proposals%20RFPs/RFP%2013048.docx

source will be provided. At this time the projected cost is estimated at $500,000. While some of the funds will be provided by SANBAG, other funds may be provided by other local agencies. Some activities may be funded and provided by the California High Speed Rail Authority (CHSRA), such as the ridership analysis.

Reviewed By: This item was previously reviewed by the Commuter Rail and Transit Committee at the October 2012 meeting. Since that meeting, Staff has been in consultation with the CHSRA and City of Ontario regarding sharing the costs of the project. SANBAG General Counsel and Contract Administrator have approved this item and RFP as to form.

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

ATTACHMENT "A"
RFP C13048
Ontario Airport Rail Access Study
Scope of Work

The Ontario International Airport (OIA) currently does not have rail access. Since the airport is close to major rail infrastructure, the future California High Speed Rail system, and potential transit oriented development (TOD), passenger rail connections to the airport is feasible and would be of great benefit to the air traveling public, airport development, transit oriented developments, connectivity with High Speed Rail (HSR), and local economies. SANBAG intends to conduct a study through the use of a consultant to examine conceptual designs for the connection. The ultimate goal is to provide rail connections within walking distance to each terminal at the airport.

The study for this RFP should at a minimum evaluate the potential of Metrolink service or other types of systems either on current rail infrastructure such as the Union Pacific (UP) Alhambra Subdivision for the OIA or new track alignments from the Metrolink San Gabriel Sub or the UP Los Angeles Sub (Metrolink Riverside Line). The study should also consider alignments of the proposed HSR and their impact on rail connections to the airport and surrounding TODs.

Following is a draft Scope of Work for this RFP. For the proposal, the Consultant will provide a more detailed scope using this draft as a guideline. The Consultant's proposed scope may include additional options or enhancements; however, the final scope must conform to the project budget of $500,000. The Consultant may propose any additional options or enhancements to the scope as potential additional costs beyond the proposed budget for this RFP. However, the Consultant will only be evaluated on the detailed scope derived from the draft scope below. The Consultant will perform the following draft Scope of Work tasks.

1. System Type

   While an extension of Metrolink service to the airport is to be considered, the Consultant should also examine the use of other systems. For each system/alignment developed, the Consultant shall perform the following items for each system/alignment.

2. Alignment

   Examine potential alignments/system to the airport. This will include concept drawings depicting horizontal and vertical alignments, structure locations and potential types, possible major utility conflicts, station platforms and parking lots, transit connections at either existing or proposed locations, and equipment maintenance facilities.

3. Modeling

Perform an operational modeling analysis using Rail Traffic Controller (RTC) for all systems/alignments and other systems that may be impacted. The modeling will be used to justify each alignment/system.

4. Operations

   Develop a basic operating plan that will show how the system will operate. This should include at a minimum staffing required to operate and maintain the system, dispatching responsibilities, and how equipment will be moved to and from a maintenance facility.

5. Estimates

   Prepare estimates including but not limited to the acquisition of right-of-way, infrastructure, equipment, operations and maintenance, design, environmental clearance, and construction support.

6. Environmental

   Evaluate potential impacts, the type of environmental document to be prepared, potential mitigation requirements, and time-line for environmental approval. The intent is to provide a basic conceptual understanding of the project impacts and how to address each impact. The Consultant shall perform the study using available data.

7. Equipment

   Provide manufacturer equipment data such as performance, fuel consumption, passenger capacity, consist configuration, costs, availability, and maintenance costs.

8. Ridership (Optional)

   The Consultant is not to address this item in the proposal. At the time of this RFP, the California High Speed Rail Authority will provide the ridership data based on the accepted system types selected by the Consultant. However, the Consultant may be tasked to perform this work after the contract has been awarded.

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 15

Date: February 6, 2013

Subject: License agreement for use of San Bernardino Associated Governments (SANBAG) right-of-way

Recommendation:* That the Board acting as the San Bernardino County Transportation Commission:

1. Repeal the Board's November 7, 2012, approval of License Agreement No. R13043 with Time Warner Cable, crossing San Bernardino Associated Governments' San Gabriel Subdivision right-of-way at Central Avenue, southerly of 9th Street in the City of Upland; and

2. Approve License Agreement No. R13043 with Time Warner Cable Pacific West Limited Liability Corporation (LLC) for installation, operation, maintenance and repair of one overhead fiber optic cable containing up to twelve fibers crossing San Bernardino Associated Governments' San Gabriel Subdivision right-of-way at Central Avenue, southerly of 9th Street in the City of Upland; and

3. Waive San Bernardino Associated Governments Contract and Procurement Policy 11000 V.F., for Contract No. R13043 which limits the maximum standard contract term to five-years; and

4. Authorize the Executive Director or his designee to execute the License Agreements and any other necessary and proper documents to implement

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1302c-mmm

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13043.docx

the License agreement's terms that are approved as to form by General Counsel.

Background: On November 7, 2012, the Board approved a license agreement authorizing Time Warner Cable to install fiber optic cable across SANBAG's right-of-way. Following Board approval, SANBAG staff was notified that Time Warner Cable desired to make changes to the previously agreed license agreement. This change involves changing the contracting party from Time Warner Cable Time Warner Cable Pacific West LLC. Current SANBAG policy does not allow staff to process administrative changes to contracts, such as a name change. As such this item is being presented to make this administrative modification.

Time Warner Cable Pacific West LLC's licensed property will be located at Central Avenue, South of 9th Street in the City of Upland, SANBAG mile post ~~103.2 Southern California Regional Rail Authority (SCRRA) mile post 34.61~~. The approximate area needed for the crossing is 1,000 square feet. All original terms in the original license agreement remain unchanged.

The license to be granted under this item will be for overhead crossing of SANBAG's right-of-way commonly known as Metrolink's San Gabriel Subdivision.

Financial Impact: Approval of this Agreement will result in the payment of a one-time administrative fee of $1,500 for the License Agreement and a $2,000 annual license payment to SANBAG if applicable. The License fee payments 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 January 24, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the license agreement.

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

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. R 13043 Amendment No. _____

By and Between

San Bernardino Associated Governments and Time Warner Cable Pacific West LLC

Contract Description License Agreement

Board of Director's Meeting Date: February 6, 2013

Overview of BOD Action: Approve License Agreement No. R13043 with Time Warner Cable Pacific West LLC for installation, operation, maintenance and repair of one overhead fiber optic cable containing up to twelve fibers only

Is this a Sole-Source procurement? Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	3,500	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	3,500	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	3,500

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
2/6/13		

Has the contract term been amended? ☒ No ☐ 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 _____ %

JUSTIN FORNERI
Task Manager (Print Name)

Signature Mitch Alderman JUSTIN FORNERI Date 1/15/13

Monica Morales
Project Manager (Print Name)

Signature Monica Morales Date 1.16.13

Jeffery Hill
Contracts Administrator (Print Name)

Signature Jeffery Hill Date 1/15/13

W STAWARSKI
Chief Financial Officer (Print Name)

Signature William Stawarski Date 1/2/13

Andrea Zureick

Fund Administration

Signature Andrea Zureick Date 1-15-13

SANBAG R13043 Epic File: RSSB003753 Type: License Version: 20110922

CONTRACT NO: R13043

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND

TIME WARNER CABLE PACIFIC WEST LLC

For

License Agreement on the San Gabriel Subdivision
Mile Post 103.2

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into as of February 6, 2013 by and between the **SAN BERNARDINO ASSOCIATED GOVERNMENTS**, acting in its capacity as the San Bernardino County transportation commission existing under the authority of Section 130050 et seq. of the California Public Utilities Code ("SANBAG"), and **TIME WARNER CABLE PACIFIC WEST LLC**, a Delaware limited liability company ("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 Right-of-Way property commonly known as the San Gabriel Subdivision San Bernardino at Central Avenue southerly of 9th Street in the City of Upland (Montclair), County of San Bernardino, SANBAG Mile Post 103.2 (SCRRA Mile Post 34.61)
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 with up to twelve fibers only, and no other uses (§1.1, §10)

3. Commencement Date:
February 6, 2013 (§1.2)

4. Term (circle one):
   (A.) Month-to-month as adjusted per section 2.2 of the General License Provisions
   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)
   This supersedes the forth sentence of section 2.1 of the General License Provisions starting with "If Item 5,A,a"

   (B.) Additional License Fee:
      (a) One time administration 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 commencing November 1, 2013

(b) At intervals of not less than three (3) years based on current fair market rent (§2.2)

6. Insurance Amount (See Exhibit "B") (§16)

7. SANBAG's Address:
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715 (§24.1)

8. Licensee's Address:
TIME WARNER CABLE PACIFIC WEST LLC
550 North Continental Blvd., Suite 250
El Segundo, CA 90245
Attn: Contracts Administrator (§24.1)

9. Facility:
One (1) overhead fiber optic cable with up to twelve 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 hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

TIME WARNER CABLE PACIFIC WEST LLC

By: _____
Title:

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Janice Rutherford
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Contract Administrator

INDEX TO LICENSE AGREEMENT - PART II

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"A" License Property
"B" Insurance Requirements
"C" Permitted Hazardous Materials
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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.

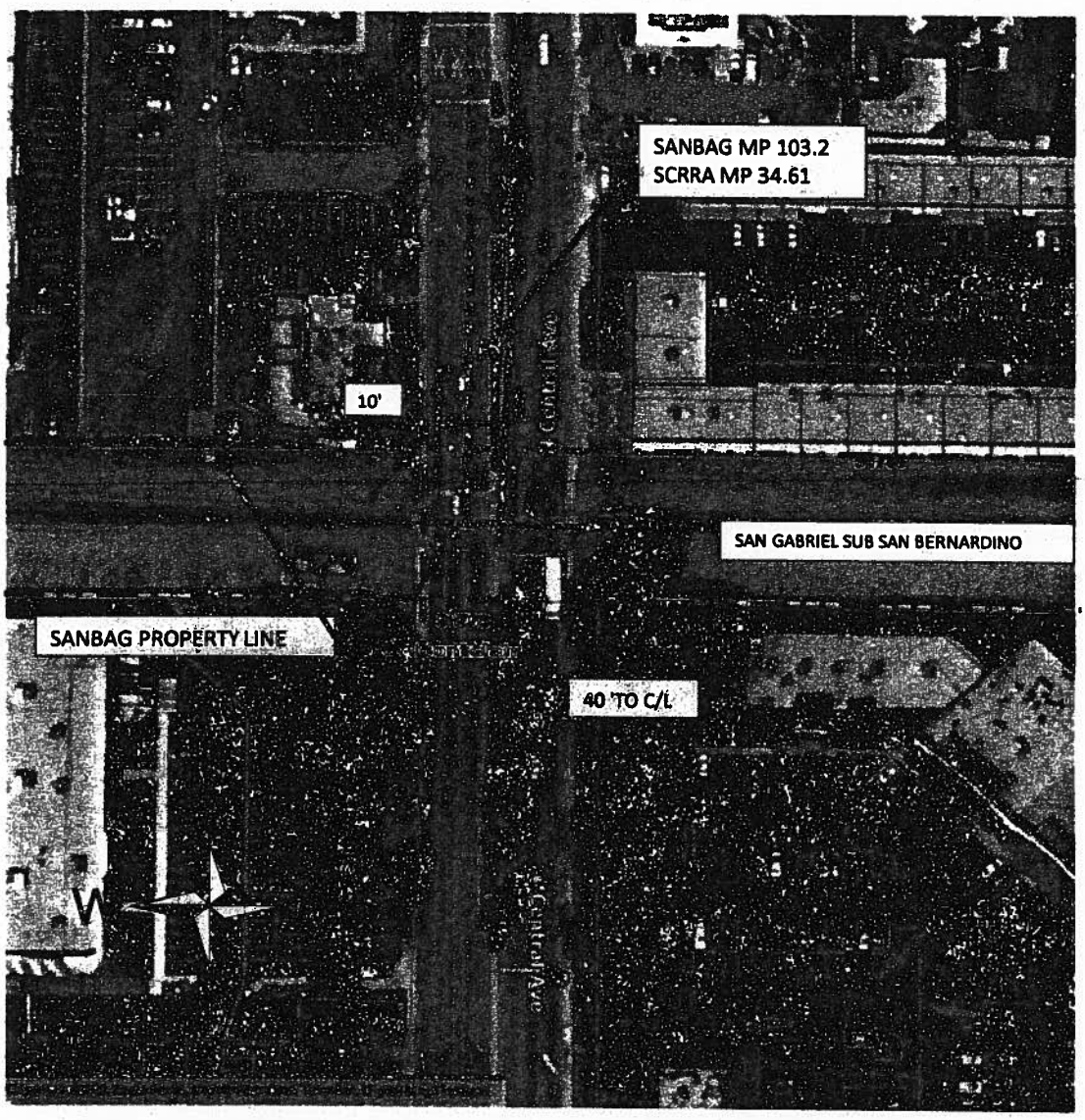
24.18 No Recording. Licensee shall not record or permit to be recorded in the official records of the county where the License Property is located, this Agreement, any memorandum of this Agreement or any other document giving notice of the existence of this Agreement or the license granted hereby.

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"



ONE OVERHEAD FIBER OPTIC CABLE WITH UP TO 12 FIBERS ONLY

APN:	**1046-551-15**		
Date	09/05/2012		
Branch/Line	Mile Post 34.61	Lessee/Licensee	
SSB	SANBAG 103.2	TIME WARNER CABLE	
County	Nearest Cross Street	SANBAG File Number	
SAN BERNARDINO	9TH STREET	RSSB003753	
Area	City	Scale	
1,000 SQ. FT.	MONTCLAIR	1"=100'	
Map Reference	Use	Thomas Guide Grid	
SSB6	OH FIBER	601 G3	

Governments SANBAG Working Together

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

Exhibit "B"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

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

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

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

a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and

d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

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

- ☒ General Liability: *$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"

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

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **16**

Date: February 6, 2013

Subject: Amendment to the Financial Commitment to the Southern California Regional Rail Authority (SCRRA) for Fiscal Year (FY) 2012/2013

Recommendation:*

1. Reduce the approved SANBAG financial commitment to the SCRRA Fiscal Year 2012/2013 operating budget by $2,500,000.
2. Authorize the use of $2,500,000 from prior Fiscal Year SCRRA carryover fund balance held by SCRRA to offset the $2,500,000 reduction in SANBAG's direct financial contribution.
3. Authorize the retention of $288,000 in prior year carryover fund balance by SCRRA to off-set variances between their Fiscal Year 2010/2011 and Fiscal Year 2011/2012 budgets.

Background: On May 2, 2012, the SANBAG Board approved conditional financial contributions to SCRRA for FY 2012/2013. The conditions required a fare increase for the Metrolink system and a stipulation that the Los Angeles County Metropolitan Transportation Authority (LACMTA) begin paying a share of six (6) San Bernardino Line trains that SANBAG had been fully subsidizing. SCRRA approved as part of their budget a 7% fare increase and a net reduction in SANBAG's service contributions in the amount of $516,000 correspnding to LACMTA's contributions on the San Bernardino Line and SANBAG's contributions towards additional IEOC service.

*

Approved
Board of Directors

Date:

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

BRD1302a-maa

During the past several years of budget preparation and approval of the SANBAG financial contribution to SCRRA operations, staff has noted that there is a balance of prior year carryover funds retained by SCRRA. Staff has made efforts over the last three (3) years to redopsit these carryover funds into appropriate accounts from which they originated. These funds would then be available for future use on transit programs or projects of benefit to the San Bernardino Valley. However, SANBAG's efforts to recover these funds from SCRRA have previously been unsuccessful.

As a result, SANBAG staff continues efforts to work with the Finance staff from SCRRA to develop the easiest solution for crediting SANBAG the prior carryover fund balance. The current proposed solution reduces SANBAG's operating subsidy in the FY 2012/2013 and authorizes SCRRA to use the fund balance to off-set the reduction.

The estimated carryover fund balance provided to SANBAG by SCRRA is $2,878,000 as of June 2012. Staff is proposing to reduce the direct operating subsidy to SCRRA in the amount of $2,500,000 and direct SCRRA to use the same amount from carryover fund balance to off-set this reduction. Additionally, SANBAG staff is recommending that the Board authorize SCRRA to retain $288,000 of the carryover funds as protection to SCRRA in the event that any variances in the carryover fund balance are identified during the FY 2011/2012 audit.

These issues were identified in Item No. 29 of the September 5, 2012, SANBAG Board meeting approving Amendment No. 6 to HDR Engineering, Inc. The $2,500,000 reduction in operating subsidy was used as part of the funding for the HDR Amendment No. 6 as was an additional $309,300 of Measure I Metrolink/Rail funds.

Financial Impact: This item has no impact on the current FY 2012/2013 Budget. Item No. 29 of the September 5, 2012, Board Meeting approved the changes to the SANBAG Budget. This item more formally acknowledges these adjustments within the context of the contribution to the SCRRA operating budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 24, 2013.

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

BRD1302a-maa

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 17

Date: February 6, 2013

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:* That the Board acting in its capacity as the San Bernardino County Transportation Commission:

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): 0136-111,14,-15,-23 & -24, San Bernardino Economic Development Corporation; 0136-011-38, California Department of Transportation (collectively the "Properties"); and

2. Authorize acquisition of the Properties, or partial interests in such Properties, at an estimated not-to-exceed aggregate total of $1,634,100, which the amount will be updated and finalized prior to the February 6, 2013, Board meeting; and

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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1302b-cd

San Bernardino Associated Governments Valley Freeway Program Policy No. 40004 (reference: Administrative Settlement Policy No. 34507).

4. Allocate $1,957,573 of undesignated, unreserved State Transit Assistance Fund County Population (PUC99313) to fund right-of-way activities for the Downtown San Bernardino Passenger Rail Project. This allocation amount is comprised of the estimated property acquisition costs plus contingency.

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 (1) 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 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 properties included in this item were not included in the Board action taken on December 5, 2012, because it was originally anticipated that those parcels would be given to SANBAG at no cost. However, with the dissolution of redevelopment agencies, the SBEDC parcels are going to need to be acquired by SANBAG as part of the DSBPR/SBTC projects.

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 No. 34507). This Board approved policy establishes a standard administrative process for acquisition of right-of-way whereby the Executive Director is authorized to pursue acquisitions utilizing certain factors, such as an available appraisal, the inexact nature of the process, by which just compensation is determined through legal processes, and the impact of such 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. The final documents will be reviewed by SANBAG's General Counsel for approval as to form prior to execution of the documents by the Executive Director or his designee.

Staff requests the Committee approve the above recommendations for the Board's consideration.

Financial Impact: This item is consistent with Fiscal Year 2012/2013 adopted budget. All funds necessary for right-of-way acquisition for the remainder of Fiscal Year 2012/2013 have been approved in a previous Board action.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 24, 2013. SANBAG General Counsel has reviewed this item as to form.

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

BRD1302b-cd

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **18**

Date: Februaury 6, 2013

Subject: Amendment to By-Laws of Valley Transportation Services, Inc. (VTrans)

Recommendation:* Approve an Amendment to the By-Laws of Valley Transportation Services, Inc. as included in Attachment A to this agenda item.

Background: In September 2010, San Bernardino Associated Governments (SANBAG) designated Valley Transportation Services, Inc. (VTrans) as the Consolidated Transportation Services Agency (CTSA) for the San Bernardino Valley. The role of the CTSA is to provide consolidated transportation services for senior and persons with disabilities. Following designation of VTrans as the CTSA, the SANBAG Board appointed three (3) of the seven (7) Vtrans Board of Directors, per the VTrans By-Laws. Subsequently, on September 16, 2010, the VTrans Board members adopted the VTrans By-Laws.

VTrans' By-Laws may be amended at any meeting of its Board by a majority vote provided that the amendment has received prior approval by the SANBAG Board of Directors. Once the SANBAG Board approves the amendment to the Vtrans By-Laws, Vtrans may make the formal amendment to their By-Laws.

Included in Attachment A to this agenda item are a series of modifications to the Vtrans By-Laws. Most of the changes proposed by Vtrans to its By-Laws are administrative and typographical. The following are the substantive changes to the By-Laws:

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

BRD1302a-mmm
http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2012/crtc1211/AgendaItems/BRD1302a1-mmm.doc

- Change to Article 1, Section 3, to insert Section D, allowing VTrans to provide transportation support and services to agencies in areas outside the San Bernardino Valley, provided that only funding separate and apart from funding dedicated to or intended for VTrans' services and activities within the San Bernardino Valley is used. It is also important to note that this change would not obligate additional funding to Vtrans that would otherwise be provided to areas outside the San Bernardino Valley.
- Modification to Section 2 regarding Terms of Office, change the initial appointment of Board of Director members by each appointing agency from a term of three (3) years to four (4) years.
- The remaining changes provide more well-defined language and consistent wording throughout the document.

Financial Impact: This item has no impact on the current Fiscal Year 2012/2013 SANBAG Budget. All staff activities associated with preparation of this item are consistent with Task No. 0309 General Transit.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 24, 2013. SANBAG General Counsel has approved this item as to form.

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

ATTACHMENT A

Revised and Restated Bylaws of Valley Transportation Services, a CTSA

Article I – Name, Offices and Purpose

1. The name of this nonprofit public benefit corporation is Valley Transportation Services, a Consolidated Transportation Services agency (CTSA), also known as "VTrans."

2. The location of the principal place of business shall be at 299 W. Foothill Boulevard, Suite 202, Upland, CA, 91786.

3. The purposes of Valley Transportation Services are to:
   a. Improve the quality and effectiveness of transportation services to senior citizens, persons with disabilities and persons of low income within the area described as the western portion of San Bernardino County including the cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Montclair, Loma Linda, Ontario, Rancho Cucamonga, Rialto, Redlands, San Bernardino, Upland and Yucaipa, referred to herein as the "San Bernardino Valley".
   b. Identify, organize and service the special transit needs of senior citizens, person with disabilities and persons of low income within the San Bernardino Valley.
   c. To provide support for transit services to other agencies within the San Bernardino Valley.
   d. To provide transportation support and services to agencies in areas outside the San Bernardino Valley, provided that only funding separate and apart from funding dedicated to or intended for VTrans' services and activities within the San Bernardino Valley is used.

Article II – Membership

The Board of Directors shall constitute the members.

Article III – Board of Directors

1. Board Role, Size and Compensation
   a. Subject to the limitations as prescribed by the Nonprofit Public Benefit Corporation Law, all corporate powers shall be exercised by or at the direction of, and the business and affairs of the Corporation shall be managed by, the Board of Directors. The individual directors shall act only as members of the Board, and shall have no power as individuals unless otherwise authorized by the Board.
   b. The Board is comprised of 7 members who shall be appointed as follows:
      (1) Three (3) appointed by San Bernardino Associated Governments (must be representative of the San Bernardino Valley area)
      (2) Two (2) appointed by San Bernardino County Board of Supervisors (must be representative of the San Bernardino Valley area)
      (3) Two (2) appointed by Omnitrans (must be representative of the San Bernardino Valley area)

c. The Board members may be elected officials or members of the general public representative of the designated populations, but may not be employees of the identified appointing entities.
d. The Board members shall receive no compensation other than the reimbursement of reasonable expenses incurred on behalf of the San Bernardino Valley CTSA.
e. A SANBAG representative shall serve as an ex-officio member of the Board of Directors.
f. Members of the Board shall not be entitled to designate or send an alternate for attendance or voting at meetings.
g. For incorporating purposes, the original incorporating members may consist of three (3) SANBAG appointees and within 90 days of incorporation the remaining appointing entities will submit the names of additional members of the board of directors.

2. Terms of Office, Resignations, and Vacancies:

a. Of the initial members appointed to the Board of Directors, the first term of one member appointed by each of the indentified appointing entities shall be four years, and the second term (if any) shall be three years. The term length shall be selected by the appointing agency.

b. Except for the initial members referenced in section 2.a. above, the term of a member shall be three years.

c. Each member is eligible for re-appointment for a maximum of two consecutive terms.

d. Any member may resign at any time by giving written notice of such to the President, Secretary, Treasurer, or Board and to that member's appointing body pursuant to Article III, 1. b. Such resignation shall take effect at the time specified in the notice.

e. The term of office of any member shall expire and there shall be a vacancy on the Board in the event the Board declares the term of a member to have expired following: (1) a failure by that member to attend three consecutive meetings of the Board whether excused or unexcused; or (2) a total of four unexcused absences in a 12 month period. A letter will be sent to the appointing body with a notification of the member's status.

3. Board of Directors Meetings and Notices:

a. Regular Meetings: The Board of Directors shall meet at least quarterly, at an agreed upon time and place. An official Board meeting requires that each Board member have written notice at least two weeks in advance. Board members are required to contact the Secretary to the Board of Directors at least 48 hours in advance when they are unable to attend a regularly scheduled meeting of the Board. Members who fail to so notify the Secretary to the Board of Directors prior to the scheduled meeting will be considered unexcused. Notice to the public shall be given in manner as required by applicable law, including the Brown Act.

b. Special Meetings: Special meetings of the Board for any purpose may be called at any time by the Chief Executive Officer, Chair, or by two members. Notice of the time and place of special meetings shall be given to each member by personal delivery of written notice, by e-mail, by facsimile, either directly to the member or to a person at the member's office who would reasonably be expected to communicate such notice promptly to the member. The notice of a special meeting need not state the purpose of the meeting.

4. Quorum:

Not less than a majority of the Directors currently appointed and serving shall constitute a quorum of the Board of Directors. Every act or decision made by a majority of the members present at a meeting duly held at which a quorum is present shall be the act of the Board subject to the provisions of these Bylaws and/or the California Nonprofit Public Benefit Corporation Law. In the absence of a quorum at any meeting of the Board, a majority of the members present may adjourn the meeting. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of enough members to leave less than a quorum, if any action taken is approved by at least a majority of the required quorum for such meeting.

Article IV - Officers and Duties

a. There shall be four officers of the Board, consisting of a chair, vice chair, secretary and treasurer, all of whom shall hold their respective office for a term of one year. Officers of the Board shall be elected at a Board meeting to be held in December of each year for a term beginning on January 1 of the subsequent year and ending on December 31 of that subsequent year.

b. The officers' duties are as follows:

The **chair** shall convene regularly scheduled Board meetings, shall preside or arrange for other members of the executive committee to preside at each meeting in the following order, vice chair, secretary and treasurer, and shall with ratification of the Board appoint persons to all committees.
The **vice chair** shall chair committees on special subjects as designated by the Board.
The **secretary** shall ensure the maintenance of a record of the proceedings of all meetings of the Board; ensure the service of all notices required by Law or by the Bylaws; and ensure that all correspondence requiring response or which may be submitted for such purpose by another officer is answered. The Secretary shall ensure the maintenance of a complete, up to date, and accurate record of the Articles of Incorporation, Bylaws and any amendments to the Bylaws and shall ensure the filing with the Secretary of State of any amendments to the Articles of Incorporation.
The **treasurer** shall ensure that there is a report quarterly to the Board on the financial statement of the corporation and more frequently as requested by the Board. The books and records of the corporation shall be open to inspection at all times to the Board of Directors. There shall be an annual audit by a certified public accountant.

The Board may authorize any officer, employee or agent, in the name and on behalf of the corporation, to enter into any contract or execute and satisfy any instrument, and any such authority may be general or confined to specific instances, or otherwise limited. In the absence of any action by the Board to the contrary, the Chair [and/or the Chief Executive Officer] shall be authorized to execute such instruments on behalf of the corporation.

All checks, drafts and other orders for the payment of money out of the funds of the corporation, and all notes or other evidences of indebtedness of the corporation, shall be signed on behalf of the corporation by the Treasurer or by such other officer or employee as may be determined by the Board.

Article V – Committees

1. The Board may, by majority vote of the members then in office, create such other committees of the Board on any subjects within the powers or purposes of the Corporation, as needed. The Board chair shall appoint all committee chairs.

2. The Executive Committee shall consist of the four officers. Except for powers to amend the Articles of Incorporation and Bylaws, the executive committee shall have all the powers and authority of the Board of Directors in the intervals between meetings of the Board of Directors, and is subject to the direction and control of the full Board.

3. The Finance Committee shall consist of 3 Board Members, one of whom must be the Board Treasurer. The committee will, among other things, be required to review the annual audit, oversee preparation of the annual budget by the staff, and monitor financial performance on an ongoing basis through records provided by staff.

Article VI – Chief Executive Officer and Staff

1. Chief Executive Officer – the Chief Executive Officer is hired by the Board. The Chief Executive Officer shall fulfill the day-to-day responsibilities for the organization including carrying out the organization's goals and policies. The Chief Executive Officer will attend all Board meetings, report on the progress of the organization, answer questions of the Board of Directors and carry out the duties described in the job description. The Board of Directors can designate other duties as necessary.
2. The Chief Executive Officer is responsible to hire staff as needed. The Chief Executive Officer has the authority to hire and to make staffing adjustments when necessary.
   The Board of Directors can terminate the Chief Executive Officer as provided in any employment contract.

Article VII – Indemnification of Directors and Officers and Insurance

1. Right of Indemnity. To the full extent permitted by law, this corporation shall indemnify its directors, officers, employees and other persons described in Section 5238(9a) of the California Corporations Code, including persons formally occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection

with any "proceeding," as that term is used in such Section and including an action by or in the right of the corporation, by reason of the fact that such person is or was a person described by such section. "Expenses" as used in the Bylaws shall have the same meaning as in Section 5238(a) of the California Corporations Code.

2. Approval of Indemnity. Upon written request to the Board by any person seeking indemnification under Section 5238(a) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine in accordance with Section 5238(e) of the Code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met, and if so the Board shall authorize indemnification. If the Board cannot authorize indemnification because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevent the formation of a quorum of directors who are not parties to such proceeding, the Board or the attorney or other person rendering services in connection with the defense shall apply to the court in which such proceeding is or was pending to determine whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met.

3. Advancement of Expenses. To the full extent permitted by law and except as is otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under this Article VII in defending any proceeding covered by the Article shall be advanced by the corporation prior to the final disposition of the proceeding upon receipt by the corporation of an undertaking by or on behalf of such person that the advance will be repaid unless it is ultimately determined that such person is entitled to be indemnified by the corporation therefore.

4. Insurance. The corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, members, employees and other agents of the corporation, against any liability asserted against or incurred by an officer, member, employee or agent in such capacity or arising out of the officers, members, employees or agents status as such.

Article VIII – Amendments

1. The Bylaws may be amended at any meeting of the Board by a majority vote of the current membership of the Board, provided the proposed amendment has been sent to each member at least thirty (30) days before the meeting and has received prior concurrence from the SANBAG Board of Directors.

CERTIFICATE OF SECRETARY

I, _____, HEREBY CERTIFY THAT:
I AM THE DULY ACTING Secretary of Valley Transportation Services, a California nonprofit public benefit corporation; and the foregoing Bylaws constitute the Revised and Restated Bylaws of said Corporation duly adopted _____by the Board of Directors effective _____, 2012.

IN WITNESS WHEREOF, I have hereunder subscribed my name this ___ of _____, 2012.

/s/_____
[Name, Title]

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
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Minute Action

AGENDA ITEM: 19

Date: February 6, 2013

Subject: Amendments to Contract No. C12009 and No. C12178 for Parsons Brinkerhoff

Recommendation:*

1. Approve Amendment No. 1 to Contract No. C12009 with Parsons Brinkerhoff for construction management services for the Downtown San Bernardino Passenger Rail project to increase the contract value by $289,215 for a new not-to-exceed amount of $6,551,539.72;

2 Approve Amendment No. 1 Contract No. C12178 with Parsons Brinkerhoff for construction management service for the Omnitrans Bus facility to increase the contract value by $32,135 for a new not-to-exceed amount of $715,890;

3. Allocate $289,215 of undesignated unreserved Local Transportation Funds (LTF) to fund construction management services for the Downtown San Bernardino Passenger Rail Project;

4. Approve Fiscal Year 2012/2013 budget amendment to increase Task No. 0379 Commuter Rail Capital in the amount of $289,215 to be funded by unallocated Local Transportation Funds (LTF), and increase Task No. 0311 Transit Capital by $32,135 funded by the San Bernardino Transit Center fund for reimbursement by Omnitrans.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1302a-cd
Attachment:
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/FIRST%20AMENDMENT%20TO%20CONTRACT%20C12009.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/FIRST%20AMENDMENT%20TO%20CONTRACT%20C12178.docx

Background: On January 4, 2012, the San Bernardino Associated Governments (SANBAG) Board of Directors awarded Contracts No. C12009 and No. C12178 to Parsons Brinkerhoff (PB) for construction management services for the Eastern Maintenance Facility (EMF), Downtown San Bernardino Passenger Rail (DSBPR) and San Bernardino Transit Center (SBTC) projects, respectively. The EMF and DSBPR were both included in Contract No. C12009. At the time the contracts were awarded, the scope of services was based on an aggressive project delivery schedule of twenty-six (26) months from January 2012 to April 2014. However, due to significant delays by the Federal Transit Administration regarding the level of environmental clearance required for both projects, the schedule has been extended by eighteen (18) months to October 2015, when it is anticipated that the DSBPR will be completed and operational.

The proposed amendments to Contracts No. C12009 and No. C12178 include three (3) elements: 1) Increasing the amount of Other Direct Costs (ODC) by $161,450; 2) adding pre-construction utility verification or "potholing" to the scope of both contracts for a total amount of $159,900; and 3) adding Southern California Regional Rail Authority (SCRRA) to the indemnification section of the contracts.

In the original contract, ODCs included provisions for PB to provide two (2) large double wide trailers to serve as field offices for EMF, DSBPR and SBTC. However, since PB is also performing construction management services for other SANBAG projects, a decision was made for PB to lease one of the office store fronts across the street from SANBAG offices. The office is larger and can accommodate for meetings should the need arise; the closer proximity also facilitates greater efficiencies due to the close proximity to SANBAG offices providing for easier coordination between PB and SANBAG staff. The added cost of the field office and incremental increase in other direct costs as a result of the increased duration of the contract accounts for the majority of the ODC increase request. SANBAG staff was able to negotiate with PB to reduce the original estimate by approximately 10% as a result of recently implemented procedures related to performing independent cost estimates.

The second element of Amendment No. 1 to the contracts is the addition of pre-construction utility verification or "potholing". Potholing is required to provide positive locations of existing utilities to the design and construction teams. Potholing can be done either before or after construction begins. By performing the potholing during the design phase and before construction bids are received, a significant reduction in risk, and thus cost savings in construction bids can be

BRD1302a-cd
Attachment:
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/FIRST%20AMENDMENT%20TO%20CONTRACT%20C12009.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/FIRST%20AMENDMENT%20TO%20CONTRACT%20C12178.docx

realized by providing exact locations of utilities. Additionally, identifying the locations of utilities early should prevent delays and change orders associated with potential utility conflicts during construction. Potholing can save hundreds of labor hours and hundreds of thousands of dollars by identifying the exact location of utilities, rather than finding their locations once construction begins. This is especially true in older cities such as San Bernardino where accurate utility as-built plans and records can be difficult to find or do not exist.

The third, and final, element to Amendment No. 1 is the addition of Southern California Regional Rail Authority to the indemnity section of the contracts. Since much of the work related to the EMF and DSBPR involve work within the rail right-of-way and the need for Metrolink coordination during the construction of the projects, the additional indemnification is needed.

The total amount of both contract amendments is $321,350, of which approximately 90% or $289,215 will be charged to the DSBPR/EMF project and approximately 10% or $32,135, will be charged to the SBTC project. The tables below outline the original contract costs, the proposed increase and the resulting total contract costs.

BRD1302a-cd
Attachment:
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/FIRST%20AMENDMENT%20TO%20CONTRACT%20C12009.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/FIRST%20AMENDMENT%20TO%20CONTRACT%20C12178.docx

	CONTRACT #: C12009	ORIGINAL CONTRACT		AMENDMENT 1		REVISED CONTRACT	
		TOTAL HOURS	TOTAL CONTRACT COSTS	INCREASED HOURS	INCREASED COSTS	TOTAL HOURS	TOTAL CONTRACT COSTS
	EASTERN MAINTENANCE FACILITY						
1	PRE-CONSTRUCTION SERVICES	1,212	$183,007.06			1,212	$183,007.06
2	CONSTRUCTION	4,538	$625,442.64			4,538	$625,442.64
3	SURVEY	1,878	$233,658.20			1,878	$233,658.20
4	POST-CONSTRUCTION SERVICES	640	$92,444.62			640	$92,444.62
5	STAFF AUGMENTATION						
	OTHER DIRECT COSTS		$54,500.00		*$40,685.00*		$95,185.00
	SUBCONSULTANT COSTS		$287,000.00				$287,000.00
	SUB-TOTAL	8,268	$1,476,052.52	*0*	*$40,685.00*	8,268	$1,516,737.52
	DSBPR						
1	PRE-CONSTRUCTION SERVICES	2,576	$362,034.94	*591*	*$143,910.00*	3,167	$505,944.94
2	CONSTRUCTION	15,085	$1,926,032.08			15,085	$1,926,032.08
3	SURVEY	6,576	$817,803.52			6,576	$817,803.52
4	POST-CONSTRUCTION SERVICES	993	$135,331.63			993	$135,331.63
5	STAFF AUGMENTATION	1,540	$216,917.90			1,540	$216,917.90
	OTHER DIRECT COSTS		$137,277.13		*$104,620.00*		$241,897.13
	SUBCONSULTANT COSTS		$1,190,875.00				$1,190,875.00
	SUB-TOTAL	26,770	$4,786,272.20	*591*	*$248,530.00*	27,361	$5,034,802.20
	TOTAL CONTRACT COSTS	35,038	$6,262,324.72	*591*	*$289,215.00*	35,629	$6,551,539.72

	CONTRACT #: C12178	Original Contract		AMENDMENT 1		REVISED CONTRACT	
		TOTAL HOURS	TOTAL CONTRACT COSTS	INCREASED HOURS	INCREASED CONTRACT COSTS	TOTAL HOURS	TOTAL CONTRACT COSTS
	OMNITRANS BUS FACILITY						
1	PRE-CONSTRUCTION SERVICES	368	$51,719.00	*66*	*$15,990.00*	434	$67,709.00
2	CONSTRUCTION	2,155	$275,148.00			2155	$275,148.00
3	SURVEY	940	$116,829.00			940	$116,829.00
4	POST-CONSTRUCTION SERVICES	143	$19,334.00			143	$19,334.00
5	STAFF AUGMENTATION	220	$30,989.00			220	$30,989.00
	OTHER DIRECT COSTS		$19,611.00		*$16,145.00*		$35,756.00
	SUBCONSULTANT COSTS		$170,125.00				$170,125.00
	SUB-TOTAL	3,826	$683,755.00	*66*	*$32,135.00*	3,892	$715,890.00
	TOTAL CONTRACT COSTS	3,826	$683,755.00	*66*	*$32,135.00*	3,892	$715,890.00

BRD1302a-cd
Attachment:
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/FIRST%20AMENDMENT%20TO%20CONTRACT%20C12009.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/FIRST%20AMENDMENT%20TO%20CONTRACT%20C12178.docx

Financial Impact: This item is not consistent with the currently adopted Fiscal Year 2012/2013 SANBAG Budget. A budget amendment is included in the recommendation above increasing Task No. 0379 Commuter Rail Capital in the amount of $289,215 using previously Valley Unallocated Local Transportation Funds (LTF). And task No. 0311 Transit Capital in the amount of $32,135 funded by a separate reimbursement agreement with Omnitrans, SANBAG Receivable Contract No. C12117.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 24, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the agreements. The department of Fund Administration has reviewed and approved this item.

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

BRD1302a-cd
Attachment:
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/FIRST%20AMENDMENT%20TO%20CONTRACT%20C12009.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/FIRST%20AMENDMENT%20TO%20CONTRACT%20C12178.docx

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CONTRACT SUMMARY SHEET

Contract No. C 12009 Amendment No. 1

By and Between

San Bernardino Associated Governments and PARSONS BRINKERHOFF

Contract Description Construction Management Services for the Downtown San Bernardino Passenger Rail Project

Board of Director's Meeting Date: February 6, 2013

Overview of BOD Action: 1) Approve Amendment No. 1 to Contract No. C12009 with Parsons Brinkerhoff for construction management services for the Downtown San Bernardino Passenger Rail project to increase the contract value by $289,215 for a new not-to-exceed amount of $6,551,539.72; 3) Allocate $289,215 of undesignated unreserved Local Transportation Funds (LTF) to fund construction management services for the Downtown San Bernardino Passenger Rail Project; 4) Approve Fiscal Year 2012/2013 budget amendment to increase Task No. 0379 Commuter Rail Capital in the amount of $289,215 to be funded by unallocated Local Transportation Funds (LTF).

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

CONTRACT OVERVIEW

Original Contract Amount	$	6,262,324.72	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$	6,262,324.72	**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	289,215	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	6,551,539.72	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	6,551,539.72

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
12/8/2011	12/31/2015	

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

FINANCIAL INFORMATION

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

☒ A Budget Amendment is required for Task 0379.

How are we funding current FY? Commuter Rail Capital, $6,551,539.72

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

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

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☒ Retention? If yes, indicate % 10.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

MITCHEL A. ALDERMAN Project Manager (Mitch Alderman)	M.A. Alderman Signature	1/11/13 Date
MITCHEL A ALDERMAN Task Manager (Mitch Alderman)	M.A. Alderman Signature	1/11/13 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Andrea Zureick Signature	1/14/13 Date
Jeffery Hill Contract Administrator (Print Name)	Signature	1/15/13 Date
W. STAWARSKI Chief Financial Officer (Print Name)	Signature	1/15/13 Date

FIRST AMENDMENT TO CONTRACT C12009

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

PARSONS BRINCKERHOFF

FOR

"CONSTRUCTION MANAGEMENT SERVICES FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT"

This Amendment is entered into by and between the San Bernardino Associated Governments/San Bernardino Transportation Authority (referred to hereafter as "AUTHORITY"), and the firm of Parsons Brinckerhoff (hereinafter referred to as "CONSULTANT") with reference to the following facts:

AUTHORITY and CONSULTANT are the parties to a certain Contract dated _____ entitled: CONTRACT C12009 BY AND BETWEEN SAN BERNARDINO ASSOCIATED GOVERNMENTS AND PARSONS BRINCKERHOFF FOR THE DOWNTOWN SAN BERNARDINO PASSENGER RAIL PROJECT.

1. The parties wish to amend said Contract:
   a. to reflect agreed upon changes to the direct costs of the Project, and
   b. to extend the indemnification provisions of the Contract to the benefit of the Southern California Regional Rail Authority (SCRRA).

Now, therefore, the parties agree as follows:

1. Attachment A to the Contract, Scope of Work, is hereby amended to add Section 1.14: Pre Construction Utility Verification, attached hereto as Attachment A and to amend Attachment B, Billing Rate Schedule, to reflect the increased cost of Pre Construction Utility Verification and Other Direct Costs.
2. The first paragraph of Section 3.2 of the Contract is hereby amended to read as follows:
3. "The total Not-To-Exceed Amount is Six Million Five Hundred Fifty-One Thousand, Five Hundred Thirty-nine Dollars and Seventy-two cents ($6,551,539.72) for services to be provided under this contract.
4. The following paragraph is added to Article 23, Indemnity:

   Except as provided below for those services falling within the scope of Civil Code section 2782.8, CONSULTANT agrees to indemnify, defend (with counsel reasonably approved by SCRRA), and hold harmless the SCRRA and its officers, employees, agents and volunteers, from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any

person and for any costs or expenses incurred by the SCRRA on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of the indemnitees. CONSULTANT's indemnification obligation applies to SCRRA's "active" as well as "passive" negligence but does not apply to the SCRRA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. To the extent CONSULTANT's services fall within the scope of Civil Code section 2782.8, the following indemnification is applicable. CONSULTANT shall defend and indemnify SCRRA and its officers, employees, agents and volunteers for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional.

5. The date that this Amendment is executed by AUTHORITY shall be its Effective Date.
6. In all other respects, the Contract shall remain in full force and effect without modification.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year below written.

CONSULTANT

By: _____

Name

Title

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____

Janice Rutherford

President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____

Robert D. Herrick

Assistant General Counsel

CONCURRENCE

By: _____

Jeffery Hill,

Contracts Administrator

1.14 Pre Construction Utility Verification

Provide qualified staff to facilitate existing utility locations and coordinate supplemental pothole digging and surveying as required for DSBPRP and SANBAG. Collect and deliver all surveys in project datums and units using conventional total-station, reflectorless and/ or GPS survey methods. All work shall be performed by or under the direct supervision of a licensed professional qualified to perform land surveying in the State of California. Research for additional as-built plans shall be performed, including review of records from utility owners, City, County and Caltrans. Coordination shall be made with local agencies for required permits and traffic control. Coordination shall also be made with Underground Service Alert (USA) to obtain inquiry identification numbers and surface markings prior to excavation, as is required by State law.

Pothole digging may be completed primarily by vacuum extraction methods. At the conclusion of potholing, field surveys shall be made and results computed and mapped. Deliverables shall include pothole data sheets and all resulting utility locations in 3-D DGN, or DWG and ASCII formats. Potholing shall be performed by a specialty potholing contractor who has experience in southern California and whose personnel have experience doing pothole work on and around Rail projects. Both hydro & air assisted vacuum excavation methods may be employed. The typical utility pothole will be approximately 12"X12" wide, and up to a maximum depth of about 15 feet, depending on soils type encountered. The potholes shall be backfilled using the native material that was extracted from the hole or with SE30+ sand, depending on which digging method used. Holes in pavement shall be repaired per the requirements of the jurisdictional authority involved. A total of 60 utility potholes are anticipated.

Supplemental field surveys shall also be made to assist with existing utility locations, especially in congested areas or areas where the project footprint has grown beyond the mapping limits. Electronic utility locations using MetroTech 810 line tracers shall be used to provide additional detail or to verify record plans and atlas maps where needed. Accessible storm drain manholes and inlets, as well as sanitary sewer manholes shall be tied and dipped to provide additional level of detail.

Attachment "B" (Billing Rate Schedule)

PARSONS BRINCKERHOFF
SANBAG Contract No. C12009 – Amendment #1
Downtown San Bernardino Passenger Rail Project

		TOTAL HOURS	TOTAL COSTS
	EASTERN MAINTENANCE FACILITY		
1	PRE-CONSTRUCTION SERVICES	1,212	$183,007.06
2	CONSTRUCTION	4,538	$625,442.64
3	SURVEY	1,878	$233,658.20
4	POST-CONSTRUCTION SERVICES	640	$92,444.62
5	STAFF AUGMENTATION		
	OTHER DIRECT COSTS		$95,185.00
	SUBCONSULTANT COSTS		$287,000.00
	SUB-TOTAL	8,268	$1,516,737.52

		TOTAL HOURS	TOTAL COSTS
	DSBPR		
1	PRE-CONSTRUCTION SERVICES	3,167	$505,944.94
2	CONSTRUCTION	15,085	$1,926,032.08
3	SURVEY	6,576	$817,803.52
4	POST-CONSTRUCTION SERVICES	993	$135,331.63
5	STAFF AUGMENTATION	1,540	$216,917.90
	OTHER DIRECT COSTS		$241,897.13
	SUBCONSULTANT COSTS		$1,190,875.00
	SUB-TOTAL	27,361	$5,034,802.20
	TOTAL PROJECT COSTS	35,629	$6,551,539.72

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CONTRACT SUMMARY SHEET

Contract No. C 12178 Amendment No. 1

By and Between

San Bernardino Associated Governments and PARSONS BRINKERHOFF

Contract Description Construction Management Services for the Omnitrans Bus Facility

Board of Director's Meeting Date: February 6, 2013

Overview of BOD Action: 2) Approve Amendment No. 1 Contract No. C12178 with Parsons Brinkerhoff for construction management service for the Omnitrans Bus facility to increase the contract value by $32,135 for a new not-to-exceed amount of $715,890; 3) Approve Fiscal Year 2012/2013 budget amendment to increase Task No. 0379 Commuter Rail Capital in the amount of $289,215 to be funded by unallocated Local Transportation Funds (LTF), and increase Task No. 0311 Transit Capital by $32,135 funded by the San Bernardino Transit Center fund for reimbursement by Omnitrans

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

Original Contract Amount	$	683,755	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$	683,755	**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	32,135	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	715,890	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	715,890

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
12/8/2011	12/31/2015	

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

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

☒ A Budget Amendment is required for task 0311.

How are we funding current FY? Omnitrans Reimbursement Agreement, C12117, $ 32,135

☐ 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

☒ Payable ☐ Receivable

Check all applicable boxes:

☒ Retention? If yes, indicate % 10.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Mitch A. Alderman Project Manager	Mitchell A. Alderman Signature	1/11/13 Date
Mitch A. Alderman Task Manager	Mitchell A. Alderman Signature	1/11/13 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Andrea Zureick Signature	1/14/13 Date
Jeffery Hill Contract Administrator (Print Name)	 Signature	1/15/13 Date
W. Stawarski Chief Financial Officer (Print Name)	 Signature	1/15/13 Date

FIRST AMENDMENT TO CONTRACT C12178

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

PARSONS BRINCKERHOFF

FOR

"CONSTRUCTION MANAGEMENTSERVICES FOR OMNITRANS BUS FACILITY"

This Amendment is entered into by and between the San Bernardino Associated Governments/San Bernardino Transportation Authority (referred to hereafter as "AUTHORITY"), and the firm of Parsons Brinckerhoff (hereinafter referred to as "CONSULTANT") with reference to the following facts:

1. AUTHORITY and CONSULTANT are the parties to a certain Contract dated _____ entitled: CONTRACT C12178 BY AND BETWEEN SAN BERNARDINO ASSOCIATED GOVERNMENTS AND PARSONS BRINCKERHOFF FOR "CONSTRUCTION MANAGEMENT SERVICES FOR OMNITRANS BUS FACILITY".
2. The parties wish to amend said Contract:
   a. to reflect agreed upon changes to the direct costs of the Project, and
   b. to extend the indemnification provisions of the Contract to the benefit of the Southern California Regional Rail Authority (SCRRA).

Now, therefore, the parties agree as follows:

1. Attachment A to the Contract, Scope of Work, is hereby amended to add Section 1.14: Pre Construction Utility Verification, attached hereto as Attachment A and to amend Attachment B, Billing Rate Schedule, to reflect the increased cost of Pre Construction Utility Verification and Other Direct Costs.
2. The first sentence of section 3.2 of the Contract is hereby amended to read:
3. "The total Not-To-Exceed amount is Seven Hundred Fifteen Thousand Eight Hundred Ninety Dollars ($715,890.00) for services to be provided under this Contract.
4. The following paragraph is added to Article 23, Indemnity:

   Except as provided below for those services falling within the scope of Civil Code section 2782.8, CONSULTANT agrees to indemnify, defend (with counsel reasonably approved by SCRRA), and hold harmless the SCRRA and its officers, employees, agents and volunteers, from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including acts, errors, or omissions of any person and for any costs or expenses incurred by the SCRRA on account of any claim

except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of the indemnitees. CONSULTANT's indemnification obligation applies to SCRRA's "active" as well as "passive" negligence but does not apply to the SCRRA's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. To the extent CONSULTANT's services fall within the scope of Civil Code section 2782.8, the following indemnification is applicable. CONSULTANT shall defend and indemnify SCRRA and its officers, employees, agents and volunteers for claims that arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of the design professional.

5. The date that this Amendment is executed by AUTHORITY shall be its Effective Date.
6. In all other respects, the Contract shall remain in full force and effect without modification.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year below written.

CONSULTANT

By: _____

Name

Title

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____

Janice Rutherford

President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____

Robert D. Herrick

Assistant General Counsel

CONCURRENCE

By: _____

Jeffery Hill,

Contracts Administrator

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 20

Date: February 6, 2013

Subject: Downtown San Bernardino Passenger Rail and San Bernardino Transit Center, Set Date for Hearing to Consider Resolutions of Necessity

Recommendation:* That the Board acting as the San Bernardino County Transportation Commission:

1. Set a date and time of Wednesday, March 6, 2013, 10:30 A.M. for Hearing to consider Resolution of Necessity for properties required to construct the Downtown San Bernardino Passenger Rail and San Bernardino Transit Center projects in the City of San Bernardino. The property owner associated with the right-of-way acquisitions is: 0136 – 111-14, - 15, -23 & -24, San Bernardino Economic Development Corporation (SBEDC) and City of San Bernardino as successor agency to SBEDC.

2. Direct the Clerk of the Board to mail notice of hearing to property owner SBEDC and City of San Bernardino as successor agency to SBEDC.

Background: SANBAG, acting as the San Bernardino County Transportation Commission (Commission), is proposing, as part of the Downtown San Bernardino Passenger Rail (DSBPR) project, to extend Metrolink commuter passenger rail service approximately one (1) 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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1302d-cd
Attachment: BRD1302d1-cd

proposed San Bernardino Transit Center (SBTC) near the intersection of Rialto Avenue and E Street in the City of San Bernardino (City), California. One of the remaining critical path items prior to construction is right-of-way acquisition. On this same date, the SANBAG Board is being asked to approve appraisals and authorize offers to be made for these property interests required for the DSBPR and SBTC (the "Projects"). However, the property owner of record is San Bernardino Economic Development Corporation (SBEDC), a redevelopment agency. Pursuant to AB 1X26, effective February 1, 2012, SBEDC no longer exists and the City of San Bernardino is successor agency to the non-housing assets of SBEDC. While SANBAG and its right-of-way sub-consultant, Epic Land Solutions will continue to negotiate with the property owner of the subject parcels it appears highly unlikely that the parcels will be acquired through negotiated sales. The City of San Bernardino as successor agency to the SBEDC lacks legal authority to directly enter into a negotiated sale of the properties. The ~~alternative to a negotiated sale is acquiring the property through eminent domain~~ which requires compliance with a legally prescribed process. Part of the process is 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 Commission will receive information on the Projects, the public need for the property, and testimony from the property owner, if the owner so desires. With the information provided, the Commission will consider the adoption of the Resolution of Necessity at the hearing.

The request to set a Resolution of Necessity hearing for the properties included in this item is being taken directly to the Board to align with a Resolution of Necessity hearing for an initial set of properties previously approved by the Commuter Rail & Transit Committee that are needed for right-of-way acquisition for the Projects. The reason these properties were not included in the original appraisals and RON hearing set date is that the SBEDC was expected to provide the affected properties as part of the in-kind contribution for the Projects. However, when State of California abolished redevelopment agencies statewide, the ability to provide the properties as part of the in-kind contribution came into question. To avoid unknown and significant delays in the overall schedule of the projects, it was determined that appraisals would be performed on the parcels to facilitate a process by which a 'friendly condemnation' action could occur. SANBAG staff and General Counsel have met with representatives from the SBEDC to discuss this issue and the approach outlined herein, and all parties have mutually agreed upon the process.

BRD1302d-cd
Attachment: BRD1302d1-cd

Approval of this item will allow all Resolution of Necessity hearings for properties needed for right-of-way purposes for the Projects to be heard concurrently on March 6, 2013.

Financial Impact: This item has no financial impact.

Reviewed By: This item has not received prior policy or technical advisory committee review. SANBAG General Counsel has reviewed and approved this item.

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

BRD1302d-cd
Attachment: BRD1302d1-cd

Attachment A

Downtown San Bernardino Passenger Rail & San Bernardino Transit Center Condemnation Parcels

APN/Owner	Property Type
0136-111-14, -15, -23 & -24 San Bernardino Economic Development Corporation, a California Non-Profit Corporation	Vacant

Attachment: BRD1302d1-cd

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 21

Date: February 6, 2013

Subject: Downtown San Bernardino Passenger Rail and San Bernardino Transit Center, Set Date for Hearings to Consider Resolutions of Necessity

Recommendation:* Board acting as the San Bernardino County Transportation Commission:

1. Set a date and time of Wednesday, March 6, 2013, 10:00 A.M. for Hearings to consider Resolutions of Necessity for properties required to construct the Downtown San Bernardino Passenger Rail and San Bernardino Transit Center projects in the City of San Bernardino. Property owners associated with the right-of-way acquisitions are: Robert & Judith Ann Harraka, Family Trust; Bruce W. Hefftner; Big Z Autoworks, Inc.; James E. Ott & Barbara J. Ott, Trustees of the James E. Ott & Barbara J. Ott 2010 Revocable Trust dated July 9, 2010; Kristin Neville, Trustee Trust No. 982-2Z U/A/D 9/4/95; 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 Revocable Trust Dated 6-6-01; Jong Uk Byun & Bok Soon Byun; Fletcher Trust; George V. Mantzoros & Gloria Mantzoros; Affaitati, LLC; Southern California Gas Company; Ramon Gonzalez and

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1302c-cd
http://portal.sanbag.ca.gov/mgmt/committee/commuter/crtc2013/ctrc1301/AgendaItems/BRD1302c1-cd.docx

Irma Gonzalez, Trustees UTD November 4, 2002; Antonio Martinez; Anciria Vasquez; Melvon Investments, LLC.; Sylvia Miceli; Edward L. Holly; Leonardo & Elizabeth Hernandez; Arrowhead Central Credit Union.

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

Background: SANBAG, acting as the San Bernardino County Transportation Commission (Commission), is proposing to extend Metrolink commuter passenger rail service approximately one (1) 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. One of the remaining critical path items prior to construction is right-of-way acquisition. The SANBAG Board has approved appraisals and authorized offers be made for property interests required for projects. While SANBAG and its right-of-way sub-consultant, Epic Land Solutions, continue to negotiate with property owners of the subject parcels it appears unlikely that all parcels will be acquired through negotiated sales. The alternative to a negotiated sale is acquiring the property through eminent domain which requires compliance with a legally prescribed process. Part of the process is setting a hearing date and time for the consideration of Resolutions of Necessity for the parcels to be acquired through the eminent domain process. At the hearing, the Commission will receive information on the project, the public need for the property, and testimony from the property owners, if the owners so desire. With the information provided, the Commission will consider the adoption of the Resolutions of Necessity at the hearing.

Financial Impact: This item has no financial impact.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on January 24, 2013. SANBAG General Counsel has reviewed and approved this item.

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

Attachment A

Downtown San Bernardino Passenger Rail & San Bernardino Transit Center Condemnation Parcels

APN/Owner	Property Type
0138-231-02, -04, -05, -09 & -10 Robert & Judith Ann Harraka, Family Trust	Business
0138-273-01, -02 -03, -04 & -36 Bruce W. Hefftner	Business
0138-273-09, -10, -11, -12, -13, -16 & -33 Big Z Autoworks, Inc.	Business
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	Business & Residential
0138-273-26 & -27 Kristin Neville, Trustee Trust No. 982-2Z U/A/D 9/4/95	Business
0138-273-20, -21 & -40 Riverside Cement Company	Business
0138-312-15 James McHenry & Kathryn McHenry	Residential
0138-312-53 Hoak Bros. Plating	Business
0138-312-14 Tiger Yang & Sally Yang	Residential
0138-312-55 Ashadi Investment, LLC	Residential
0138-312-16 & -57 Tue Le, & Nikie Nguyen	Business
0138-312-39 David Sampanis & Stephen Abbey	Business
0138-312-51, Mi Casa Property, LLC.	Business
0138-312-37 James W. Seifert	Business
0134-331-23 & -24 KLR Property, LLC.	Business
0137-043-10, -11 & -26 Varp, Inc.	Residential
0136-011-04 Arthur R. Read	Business

BRD1302c1-cd

0136-011-03 & -38, and 0136-081-08, -09, -10, -11 & -12 Jennifer de Gorter Revocable Trust Dated 6-6-01	Business
0136-011-31 &-41, 0136-091-11 & -12 Jong Uk Byun & Bok Soon Byun	Business
0136-011-22, -26, -27 & -28 Fletcher Trust	Business
0136-021-16, -17 & -18 George V. Mantzoros & Gloria Mantzoros	Business
0136-021-28 Affaitati, LLC	Business
0136-101-14, -15 & -21 Southern California Gas Company	Business
0136-111-01 Ramon Gonzalez and Irma Gonzalez, Trustees UTD November 4, 2002	Business
0138-271-15, -16 & -17 Antonio Martinez	Residential
0138-271-18 Anciria Vasquez	Vacant
0138-271-19 Melvon Investments, LLC.	Residential
0138-271-20 Sylvia Miceli	Vacant
0138-271-21 Edward L. Holly	Business
0138-271-01, -02 & -03 Leonardo & Elizabeth Hernandez	Vacant
0136-171-42 Arrowhead Central Credit Union	Vacant

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 22

Date: February 6, 2013

Subject: Status of the Trade Corridors Improvement Fund Projects and Future Baseline Agreement Amendments

Recommendation:*

1. Receive report on status of Trade Corridors Improvement Fund projects in San Bernardino County.
2. Authorize the Executive Director to execute all future Trade Corridors Improvement Fund Baseline Agreement Amendments that are consistent with Board-authorized allocations of funds, provided all 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: When the California Transportation Commission (CTC) approved the Trade Corridors Improvement Fund (TCIF) program of projects in April 2008, they approved approximately 20 percent more funding than known to be available in anticipation of additional fund sources being generated to support goods movement projects. In addition, they supported a corridor-based programming approach that allowed project prioritization to be accomplished at the regional level rather than decided by the State. San Bernardino County was part of the Southern California Consensus Group (Consensus Group) that made recommendations for programming toward funds available for the Los Angeles/Inland Empire Corridor in the TCIF program. The agreement within the Consensus

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1302b-az

Group is that all agencies will reduce their share of the TCIF programming proportionally if the full funding programmed by the CTC in April 2008 is not available. The total amount identified to date for overprogramming is $120,959,000 and San Bernardino County's share of that is 9.4 percent, or $11,415,000. The current status of the program is summarized in Table 1 below. The identified TCIF savings to date is $11,390,971, and staff believes it is reasonable to assume that a savings of $24,000 can be realized in the future TCIF projects so that it is not necessary to reduce the current programming level on any of the projects not yet allocated.

Table 1: San Bernardino County TCIF Program Project Status

Project	Construction Start	TCIF Programmed	Identified Savings
I-10/Riverside	1/2011	$9,837,000	(reprogrammed)
Colton Crossing*	9/2011	$91,305,000	$4,725,765
I-10/Citrus	4/2011	$23,600,000	$1,835,206
I-10/Cherry	8/2011	$30,773,000	$0
Glen Helen Pkwy GS	4/2013	$7,172,000	$0
Lenwood GS	11/2013	$6,694,000	$0
Palm GS	6/2013	$9,390,000	$4,830,000
Laurel Street GS	6/2013	$11,917,000	$0
Vineyard GS	9/2013	$6,884,000	$0
South Milliken GS	9/2013	$14,521,000	$0
Total		$212,093,000	$11,390,971

* Colton Crossing was not considered a San Bernardino County project, but was taken off the top of the Los Angeles/Inland Empire Corridor. The total TCIF savings of $50,076,550 was distributed proportionally among the Consensus Group agencies. San Bernardino County's share of the savings is $4,725,765.

The SANBAG Board has approved several TCIF Project Baseline Agreements, and various amendments, with the CTC, California Transportation Department (Caltrans), and local sponsors for the projects outlined above. As a requirement of the TCIF program guidelines, nominating agencies such as SANBAG are required to provide executed Project Baseline Agreements that define the project scope, cost, funding, schedule, and benefits. Should any of these project elements change, the

nominating agency, along with the local agency partners, is required to execute an amendment to the Baseline Agreement, which is submitted to the Southern California TCIF Consensus Group for concurrence, and finally to the CTC for approval.

There are six remaining TCIF grade separation projects to be delivered:

- Laurel Street Grade Separation
- Glen Helen Parkway Grade Separation
- Palm Avenue Grade Separation
- Lenwood Road Grade Separation
- South Milliken Avenue Grade Separation
- North Vineyard Avenue Grade Separation

All TCIF funds must be allocated no later than the June 11, 2013, CTC meeting, and all projects are currently on schedule to meet that deadline. In order to expedite TCIF project delivery, and provide the most current information to the CTC, staff recommends that the SANBAG Board authorize the Executive Director to execute all future TCIF Baseline Agreement Amendments provided they are consistent with previous Board authorized allocations of funds and have been approved as to form by SANBAG's General Counsel. The Executive Director will consult with Board Officers if any changes to the Board authorized allocation of funds or policy issues arise from the amendments. This authority has already been granted for the Laurel Street Grade Separation Baseline Agreement at the December 2012 SANBAG Board meeting.

Financial Impact: This item is consistent with the approved SANBAG Fiscal Year 2012/13 budget Task Nos. 0884, 0874, 0876, 0877, 0869 and 0881.

Reviewed By: This item was reviewed and unanimously recommended for approval at the General Policy Committee on January 16, 2013.

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

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 23

Date: February 6, 2013

Subject: Local Stimulus Program Update

Recommendation:* 1. Receive report on the status of the Local Stimulus Program.

2. Approve the extension of the final invoice dates for projects from December 31, 2012, to March 31, 2013.

Background: On July 1, 2009 the Board of Directors approved the creation of the Local Stimulus Program in the total amount of $31,400,000. The distribution to the agencies was based on a per capita basis, excepting that no agency would receive less than $300,000. The completion deadline was 36 months after approval of the individual projects.

Due to delays in either project delivery or billing delays, invoices will not be received for five agencies until the first quarter of 2013.

Agency	Amount Remaining to be Billed
Highland	$ 742,413.30
Needles	$ 19,929.85
Rialto	$ 26,018.66
San Bernardino	$2,027,928.26
TOTAL	$2,816,290.07

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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	x	SAFE		CMA	

Check all that apply.

BRD1302a-az

http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1302/AgendaItems/BRD1302a1-az.pdf

Reviewed By: This item was reviewed and unanimously recommended for approval at the General Policy Committee on January 16, 2013.

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

ATTACHMENT

LOCAL STIMULUS PROGRAM PROJECT STATUS

January 17, 2013

CITY	Project Name	Amount	Balance Remaining to be Billed	Status
VALLEY SUBAREA				
Chino	Chino Avenue - 10th to Benson Ave.; Edison Ave. at Ramona; Edison Ave., Central to Oaks; Edison Ave., Oaks to Mountain; Riverside Drive	$1,193,216.88	$0.00	*Complete*
Totals		*$1,193,216.88*	*$0.00*	
Chino Hills	Peyton Drive Street Rehabilitation	$937,932.19	$0.00	
	Maintenance of Eucalyptus Ave. from Galloping Hills Road (east) to the end (west). Work includes selective patch repairs, edge grind and overlay from Galloping Hills Road (east) to Ridgeview Drive, and application of Type II slurry from Ridgeview Drive to end (west).	$178,055.11	$0.00	*Complete*
Totals		*$1,115,987.30*	*$0.00*	
Colton	Laurel Street Grade Separation	$732,660.37	$0.00	*Complete*
Totals		*$732,660.37*	*$0.00*	
Fontana	Slover Avenue Street Pavement Rehabilitation	$1,287,519.09	$0.00	*Complete*
	Auto Center Drive Street Improvements	$301,820.04	$0.00	*Complete*
	Valley Blvd. - Catawba Ave. to Banana Ave., pavement rehabilitation	$1,090,178.63	$0.00	*Complete*
Totals		*$2,679,517.76*	*$0.00*	
Grand Terrace	Public Alley Pavement Rehabilitation	$7,885.00	$0.00	*Complete*
	Miscellaneous Sidewalk Repairs	$79,259.36	$0.00	*Complete*
	Reconstruct Barton Road/Preston Street Intersection	$6,037.77	$0.00	*Complete*
	Barton Road Pavement Rehabilitation	$77,092.87	$0.00	*Complete*
	Michigan Avenue Pavement Rehabilitation	$50,656.00	$0.00	*Complete*
	Michigan Street	$79,069.00	$0.00	*Complete*
Totals		*$300,000.00*	*$0.00*	
Highland	Pavement Rehabilitation, Bikeway and Nature Trail Staging Area Improvements	$742,413.30	$742,413.30	*To be invoiced*
Totals		*$742,413.30*	*$742,413.30*	
Loma Linda	Lawton Avenue Pavement Rehabilitation	$320,641.69	$0.00	*Complete*
Totals		*$320,641.69*	*$0.00*	
Montclair	Fremont Avenue Street Improvement Project	$125,000.00	$0.00	*Complete*
	Intersection Improvement Project - Phase 2	$243,993.07	$0.00	*Complete*
	Fremont Avenue Street Improvement Project - Phase 2	$155,000.00	$0.00	*Complete*
Totals		*$523,993.07*	*$0.00*	

BRD1302a1-az

LOCAL STIMULUS PROGRAM PROJECT STATUS

January 17, 2013

CITY	Project Name	Amount	Balance Remaining to be Billed	Status
Ontario	Mission Boulevard Pavement Rehabilitation, Baker to Grove Ave.	$241,000.00	$0.00	*Complete*
	Mission Boulevard Pavement Rehabilitation, Milliken Ave. to 1500' East of Haven Ave.	$648,312.61	$0.00	*Complete*
	Mountain Avenue Pavement Rehabilitation, Holt Blvd. to Mission Blvd.	$275,400.00	$0.00	*Complete*
	Airport Drive Pavement Rehabilitation, Commerce Center Pkwy to Doubleday Avenue	$161,500.00	$0.00	*Complete*
	Haven Avenue Pavement Rehabilitation, Guasti Rd. to 750 L.F. North of I-10 Fwy	$473,748.96	$0.00	*Complete*
	San Antonio Avenue Pavement Rehabilitation, Phillips St. to Francis St.	$358,700.00	$0.00	*Complete*
	Archibald Ave. – 60 Fwy. To Mission Blvd.	$296,411.26	$0.00	*Complete*
Totals		*$2,455,072.83*	*$0.00*	
Rancho Cucamonga	Victoria Park Lane Pavement Rehabilitation	$499,254.25	$0.00	*Complete*
	Base Line Road Pavement Rehabilitation	$358,507.93	$0.00	*Complete*
	Hillside Road Pavement Rehabilitation	$331,957.04	$0.00	*Complete*
	Vineyard Avenue Pavement Rehabilitation	$292,474.98	$0.00	*Complete*
	Banyan Street Pavement Rehabilitation	$232,446.50	$0.00	*Complete*
	Etiwanda Ave. Pavement Rehabilitation	$208,923.73	$0.00	*Complete*
	Rochester Ave. Pavement Rehabilitation	$210,683.70	$0.00	*Complete*
	Beryl Street Pavement Rehabilitation	$270,165.43	$0.00	*Complete*
	Hillside Road Pavement Rehabilitation	$115,130.66	$0.00	*Complete*
Totals		$2,519,544.22	$0.00	
Redlands	Orange Street and Redlands Blvd. Street Rehabilitation Project	$1,015,637.04	$0.00	*Complete*
Totals		*$1,015,637.04*	*$0.00*	
Rialto	Widening of Cactus Avenue from Foothill Blvd. to Etiwanda Ave.	$547,999.80	$26,018.66	*To be invoiced*
	Citywide Bus Stop Enhancement (bus turnouts and shelters on Riverside Avenue)	$417,888.82	$0.00	*Complete*
	Improve west side of Linden Ave. from just north of Wilmer Amina Carter HS for approx. 1000 ft. for full street surface, curb, gutter and sidewalk for students.	$452,000.00	$0.00	*Complete*
Totals		*$1,417,888.62*	*$26,018.66*	
San Bernardino	40th Street Pavement Rehabilitation from Waterman Ave. to Valencia Avenue	$141,100.00	$10,311.69	*To be invoiced*
	Rialto Ave. & Meridian Ave. Traffic Signal	$200,000.00	$200,000.00	*Ready to list*
	Medical Center Drive and Magnolia Avenue Traffic Signal	$200,000.00	$200,000.00	*Ready to list*
	Genevieve Pavement Rehabilitation from 34th Street to 38th Street	$160,000.00	$51,695.89	*To be invoiced*
	Coulston St. Pavement Rehabilitation from Tippecanoe Ave. to Ferree St.	$91,500.00	$16,751.70	*To be invoiced*
	Eureka St. Pavement Rehabilitation between Mountain Ave. & Del Rosa Ave.	$100,000.00	$10,151.09	*To be invoiced*

BRD1302a1-az

LOCAL STIMULUS PROGRAM PROJECT STATUS

January 17, 2013

CITY	Project Name	Amount	Balance Remaining to be Billed	Status
San Bernardino (cont'd)	33rd Street Pavement Rehabilitation from "E" Street to "D" Street	$42,000.00	$632.22	*To be invoiced*
	29th Street Pavement Rehabilitation between Lincoln Street & "H" Street	$119,000.00	$61,045.58	*To be invoiced*
	Sun Valley Dr. Pavement Rehabilitation between 48th Street and Reservoir Dr.	$125,000.00	$38,615.99	*To be invoiced*
	Sierra Way Pavement Rehabilitation from 4th Street to 9th Street	$234,000.00	$15,535.00	*To be invoiced*
	Tippecanoe Ave. Pavement Rehabilitation from Base Line St. to Upper Warm Creek Channel	$65,000.00	$2,085.62	*To be invoiced*
	Westbound SR-210 Waterman Ave. Exit Ramp & 30th Street - New Traffic Signal	$350,000.00	$350,000.00	*Design phase.*
	I-10/Tippecanoe Interchange	$1,071,103.48	$1,071,103.48	*Construction phase*
Totals		*$2,898,703.48*	*$2,027,928.26*	
San Bernardino County - Urban	Calabash Avenue Rehabilitation	$598,499.28	$0.00	*Complete*
	Bloomington Ave. at Larch Ave. Signal Installation	$515,000.00	$0.00	*Complete*
	Riverside Drive Rehabilitation	$204,705.16	$0.00	*Complete*
	Oak Glen Road South Rehabilitation	$1,242,300.00	$0.00	*Complete*
	Bryant Street Rehabilitation	$411,252.72	$0.00	*Complete*
	Citrus Street 20 ADA ramps	$160,000.00	$0.00	
	Live Oak Drive Rehabilitation	$891,000.00	$0.00	
Totals		*$4,022,757.16*	*$0.00*	
Upland	Arrow Highway Pavement Rehabilitiation	$1,063,678.72	$0.00	*Complete*
Totals		*$1,063,678.72*	*$0.00*	
Yucaipa	Wildwood Canyon Road Street Improvement Project	$171,966.00	$0.00	*Complete*
	Yucaipa Blvd. Street Improvement Project, 12th Street to 15th Street	$555,491.86	$0.00	*Complete*
Totals		*$727,457.86*	*$0.00*	
VALLEY SUBAREA TOTALS		***$23,729,170.30***	***$2,796,360.22***	
MOUNTAIN/DESERT SUBAREA				
Adelanto	Air Expressway Pavement Rehabilitation	$400,678.07	$0.00	*Complete*
Totals		*$400,678.07*	*$0.00*	
Apple Valley	Town-wide Microsurfacing Project #1	$958,524.44	$0.00	
	Town-wide Microsurfacing Project #2	$31,808.86	$0.00	*Complete*
Totals		*$990,333.30*	*$0.00*	
Barstow	Caliente St. to Elizabeth St.: reconstruction, stop signs and stop bars	$343,237.86	$0.00	*Complete*
Totals		*$343,237.86*	*$0.00*	
Big Bear Lake	Modoc Drive Rehabilitation	$21,263.53	$0.00	
	Narrow Rehabilitation	$9,575.45	$0.00	
	Grizzly Court Rehabilitation	$10,182.00	$0.00	
	Swan Drive Rehabilitation	$0.00	$0.00	

LOCAL STIMULUS PROGRAM PROJECT STATUS

January 17, 2013

CITY	Project Name	Amount	Balance Remaining to be Billed	Status
Big Bear Lake (cont'd)	Wren Rehabilitation	$26,274.66	$0.00	*Complete*
	Alta Vista Rehabilitation	$49,302.67	$0.00	*Complete*
	Rock Spray Rehabilitation	$43,327.04	$0.00	*Complete*
	Rock Spray Court Rehabilitation	$7,990.26	$0.00	*Complete*
	Cherry Lane Rehabilitation	$36,139.16	$0.00	*Complete*
	Silver Tip Rehabilitation	$49,862.14	$0.00	*Complete*
	Encino Rehabilitation	$17,853.13	$0.00	*Complete*
	Jaybird Rehabilitation	$13,841.70	$0.00	*Complete*
	Dream Rehabilitation	$14,388.26	$0.00	*Complete*
Totals		*$300,000.00*	*$0.00*	
Hesperia	New Traffic Signal - Main Street and Rock Springs Road	$831,636.00	$0.00	*Complete*
	FY 2009-10 Citywide Street Improvement Project	$400,000.89	$0.00	*Complete*
	Lemon Avenue	$18,439.00	$0.00	*Complete*
Totals		*$1,250,075.89*	*$0.00*	
Needles	Slurry seal and/or pavement overlay for the following streets: Bailey Ave./Washington to J St.,	$195,911.15	$0.00	*To be invoiced*
	Curb, gutter and sidewalk replacement: E Street/Valley St. to Downey St.	$34,100.00	$0.00	*Complete*
	Construct additional traffic lane: River Road/at terminus of River Road at Jack Smith Park	$50,059.00	$0.00	*To be invoiced*
	Valley Ave. Driveway Reconstruction	$6,386.00	$6,386.00	*Under construction*
	Front Street Sidewalk, Curb & Gutter	$13,543.85	$13,543.85	*Under construction*
Totals		*$300,000.00*	*$19,929.85*	
San Bernardino County - Rural	Amboy Road	$215,458.41	$0.00	*Complete*
	National Trails Highway @ Amboy Rehabilitation	$381,489.59	$0.00	*Complete*
	ARRA Rural Allocation (Amboy Rd.)*	$1,200,000.00	$0.00	*Complete*
Totals		*$1,796,948.00*	*$0.00*	
Twentynine Palms	Mesquite Springs Rehabilitation Project	$437,067.27	$0.00	*Complete*
Totals		*$437,067.27*	*$0.00*	
Victorville	Roadway Rehabilitation (various locations)	$1,551,410.18	$0.00	*Complete*
Totals		*$1,551,410.18*	*$0.00*	
Yucca Valley	Camino del Cielo Traffic Signal and Raised Median Island Project	$301,079.13	$0.00	*Complete*
Totals		*$301,079.13*	*$0.00*	
MTN/DES SUBAREA TOTALS		***$7,670,829.70***	***$19,929.85***	

TOTAL FUNDING	**$31,400,000.00**	
projects Complete and billed		**$28,583,709.93**
projects underway/not billed		**$2,816,290.07**

*$1,200,000 in Rural ARRA funds went directly to San Bernardino County.

BRD1302a1-az

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **24**

Date: February 6, 2013

Subject: Amendment No. 2 to C10120 between SANBAG and Gladstein, Neandross and Associates (GNA) for an increase in contract amount and revised Scope of Work.

Recommendation:* Approve Amendment No. 2 to C10120 with Gladstein, Neandross and Associates to provide technical support to the San Bernardino Associated Governments (SANBAG) Natural Gas Truck project. This will increase the contract by $50,000 for a revised not-to-exceed contract amount of $434,000 and also revise the Scope of Work.

Background: In late August 2009, the Department of Energy (DOE) announced that San Bernardino Associated Governments (SANBAG) was successful in receiving funding from the Clean Cities' Fiscal Year (FY) 09 Petroleum Reduction Technologies Projects for the Transportation Sector. The following week, the California Energy Commission (CEC) announced that SANBAG was a recipient of an Assembly Bill 118 grant award to match the DOE Clean Cities grant. These two grants total $19.2 million and are being used towards the transition of 202 tractor/trailer vehicles to natural gas, as well as the construction of two natural gas fueling stations, improvements to maintenance facilities and training. At the January 6, 2010, Board meeting, SANBAG approved the execution of an agreement with the DOE for its share of funding for the project. On March 3, 2010, the SANBAG Board approved the contract with GNA, its consultant, to provide administrative and technical assistance to the project.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1302a-jh

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C10120_02.doc

On April 7, 2010, the SANBAG Board approved the selection of Ryder Truck Rental, Inc., as its new project partner. On this same date the GNA contract was amended for the first time to update the approved vendor name on the DOE contract. The CEC approved the funding agreement with SANBAG at its June 30, 2010, Commission meeting. On July 7, 2010, SANBAG approved the SCAG Agreement for Clean Cities' outreach.

Since then the project has experienced great success which has included the purchase, and implementation of leasing 202 trucks to a variety of Ryder customers such as Big O Tires, CVS, Kraft, Staples and many others. More than 170 of the 202 LNG/CNG trucks have been leased to customers and have replaced thousands of gallons of annual diesel use with domestically produced low-carbon Natural Gas Fuel. The trucks have also reduced thousands of pounds of greenhouse gas (GHG) emissions per year and eliminated hundreds of tons of diesel particulate emissions. The Orange fueling station is in its final stages of completion and the Fontana fuel station is slated to begin construction in January 2013.

The amount requested in this contract amendment will provide the additional funds necessary to complete the DOE project and to allow for the technical expertise related to the Fontana fuel station permitting process and installation of CNG/LNG equipment. In addition, this increase will cover the expenses that exceeded the original contract amount and are in dispute by SANBAG staff. The increase of funds are needed primarily due to a number of issues regarding the amount of work performed by the contractor and the limited amount of funds that were available for this project. This includes unexpected permit delays and the additional numerous reporting requirements needed for a grant awarded under the American Recovery and Reinvestment Act (ARRA). The revised Scope of Work outlines the new Scope of Work responsibilities of GNA through the completion of this project, which is December of 2013.

Financial Impact: Funds for the contract increase have been included in the FY12/13 budget. The funding source for this increase will be Measure I 1990-2010 Transportation Management and Environmental Enhancement Funds (TMEE).

Reviewed By: This item was reviewed and unanimously recommended for approval at the General Policy Committee on January 16, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item.

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

BRD1302a-jh

CONTRACT SUMMARY SHEET

Contract No. C 10120 Amendment No. 2

By and Between

San Bernardino Associated Governments and Gladstein, Neandross, and Associates

Contract Description To provide technical services for the completion of the SANBAG Natural gas truck project.

Board of Director's Meeting Date: 2/8/2013

Overview of BOD Action: Approve Amendment #2 to C10120 to increase contract amount and revise scope of work.

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

CONTRACT OVERVIEW

Original Contract Amount	$	384,000	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	384,000	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	50,000	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	434,000	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	434,000

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
3/3/2010	12/22/2013	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 102.
☐ A Budget Amendment is required.

How are we funding current FY? DOE funds, CEC funds, and Measure I 1990-2010 TMEE

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

Provide Brief Overview of the Overall Funding for the duration of the Contract:
The duration of this contract shall be paid through Measure I 1990-2010 TMEE funds.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

JENNY HERRERA		12/19/12
Project Manager (Print Name)	Signature	Date
DUANE A. BAKER		12-19-12
Task Manager (Print Name)	Signature	Date
Andrea Zureick		12-20-12
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		1/3/13
Contract Administrator (Print Name)	Signature	Date
W STAFFORD		1/4/13
Chief Financial Officer (Print Name)	Signature	Date

C10120
Contract Summary Sheet 11/8/12

Amendment No. 2 to Contract No. C10120

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

And

GLADSTEIN, NEANDROSS AND ASSOCIATES

For

Services Rendered for the Completion of the SANBAG Natural Gas Truck Project

This Amendment No. 2 ("Amendment") to Contract for services for the completion of the SANBAG natural gas truck project is made and entered into on the Effective Date by and between San Bernardino Associated Governments ("SANBAG") and Gladstein, Neandross and Associates. ("Contractor").

A. SANBAG and CONTRACTOR are parties to Contract No. C10120 effective March 3, 2010 (the "Contract"), wherein SANBAG engaged CONTRACTOR, to provide technical services for the implementation of the SANBAG natural gas truck project. Effective August 4, 2010, the Contract was amended to revise the project partner name from J.B. Hunt to Ryder Truck Rentals.

B. SANBAG and CONTRACTOR desire to amend the Contract to reflect an increase in the overall contract amount as well as provide a revised scope of work for the remainder of the contract. This will increase the Contract amount by $50,000 for performing the services as described in Attachment D "Scope of Work Part B."

NOW THEREFORE, SANBAG and CONTRACTOR agree to the following:

1. The Contract is amended as follows:

1.1 Section 7 (SANBAG's Responsibilities) first sentence is deleted and replaced with the following:

"7.1 Disbursement of Funds. SANBAG shall reimburse CONTRACTOR up to a total, not-to-exceed amount of $434,000 for services provided in the Scope of Work (SOW)."

1.2 Section 4.2 (Definitions) is deleted and replaced with the following:

"SCOPE OF WORK. As used throughout this Agreement, the term "SOW" shall mean the portion of the PROJECT which will be implemented by CONTRACTOR, as outlined in

Attachment "C" and Attachment "D", attached hereto and incorporated herein by reference."

1.3 Section 5 (General scope) is deleted and replaced with the following:

"CONTRACTOR shall use funds granted hereunder exclusively for services rendered in Attachment "C" and ATTACHMENT "D" and shall not use the funds for operation or maintenance of PROJECT. CONTRACTOR shall be solely responsible for implementing, staffing and operating its portion of the Project outlined in ATTACHMENT "C" and ATTACHMENT "D". As such, CONTRACTOR agrees to furnish all labor, materials, equipment, required licenses, permits, fees, and other appropriate legal authorization from all applicable federal, state, and local jurisdictions necessary to perform and complete, per schedule and in a competent manner, the services outlined in Attachment "C" and Attachment "D". Any and all work performed under Attachment "C" and Attachment "D" shall be only upon the prior written approval of SANBAG staff.

CONTRACTOR's employee Robert Coale shall perform the Services set forth in Attachment "D", for the period from February 9, 2013 through December 22, 2013, for the permitting process and installation of equipment for the Fontana fueling station."

2. Attachment "D" is attached to and incorporated into this Amendment by this reference.

3. All other provisions of the Contract shall remain in full force and effect and are incorporated herein by this reference.

4. The Recitals above are true and correct and are incorporated into and made a part of this Amendment.

5. The Effective Date of this Amendment No. 2 is the date this Amendment is executed by SANBAG.

----------**SIGNATURES ON FOLLOWING PAGE**----------

GLADSTEIN, NEANDROSS & ASSOCIATES

By: _____
Erik Neandross
CEO

Date: _____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Janice Rutherford
SANBAG President

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

ATTACHMENT "D" SCOPE OF WORK (SOW)
LNG PROJECT IMPLEMENTATION
CONSULTING SERVICES – GLADSTEIN, NEANDROSS & ASSOCIATES

Task 1:

For the services of Mr. Robert Coale, relating to the permitting process and installation of LNG/CNG equipment for the Ryder Fontana Fuel Station.

Mr. Robert Coale shall be reimbursed at the hourly rate of $184.99.

BUDGET

CATEGORY	PROGRAM COSTS
For services of Mr. Bob Coale from February 9, 2013 through 12/22/2013	$48,006.00
Travel/Supplies	$1,994.00
Total:	$50,000.00

HOURS THROUGH 12/22/2013

POSITION	MONTHLY HOURS	PROGRAM HOURS
Robert Coale	10	170

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 25

Date: February 6, 2013

Subject: Resolution of Intention to Form a Property Assessed Clean Energy (PACE) Program and to Set a Public Hearing on the Matter

Recommendation:* 1. Adopt Resolution No. 13-038 that declares SANBAG's intention to finance distributed generation renewable energy sources, energy and water efficiency improvements and electric vehicle charging infrastructure through the use of voluntary contractual assessments (commonly known as a PACE Program).

2. Set a public hearing for Wednesday, March 6, 2013 at 10:30 a.m. at the regularly scheduled Board of Directors meeting to consider the PACE Program Report and to take public testimony.

Background: On November 2, 2011, the Board of Directors directed staff to proceed with the steps necessary to create a regional energy efficiency and water conservation improvement loan program, as defined by Assembly Bill (AB) 811 and AB 474, and commonly referred to as a Property Assessed Clean Energy (PACE) Program.

A PACE Program allows a jurisdiction and an interested property owner to enter into a contractual agreement to finance the installation of eligible renewable energy, energy efficiency, or water efficiency improvements that are permanently fixed to the property. The jurisdiction loans the property owner the funds for the improvement. The amount of the loan plus a fixed interest amount is repaid through an assessment on the property tax bill for the property. The term of the loan is typically 20 years.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.

BRD1302a-dab

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13038.doc

The jurisdiction gets the funds to loan by selling bonds to private investors secured by the property tax assessments paid by the property owners.

The PACE program can serve as a conduit to get millions of dollars in private investment circulating in the local economy. The program can help residential property owners lower their energy bills. The program can help commercial property owners and businesses lower their energy and water costs which could help make them more competitive. This private investment can help create jobs for contractors, installers, and suppliers of the materials used for these improvements. All of this economic benefit also directly benefits our environment by reducing greenhouse gas emissions, delaying construction of new power plants, helping the common goal of energy security, and conserving water.

On October 3, 2012, the Board of Directors approved the Memorandum of Understanding (MOU) to be approved by the County and the cities if they wish to be included in the PACE Program. That MOU has been distributed to each SANBAG member agency. At this time, most agencies have signed the MOU to be included in the PACE Program.

The next step in this process is for the Board of Directors to adopt a Resolution of Intention. The attached Resolution No. 13-038 will generally accomplish the following:

1. Determine that establishing a PACE Program would be in the public interest.
2. Determine that establishing a comprehensive program is more advantageous than each agency establishing their own.
3. Directs the Executive Director or designee to cause the preparation of a list of authorized improvements that may be financed through the PACE Program.
4. Identify the boundaries of the proposed PACE Program. Generally these will be the boundaries of the agencies that have approved the MOU indicating their desire to be part of the program. As of the date of this meeting those agencies are:

    a. Adelanto
    b. Big Bear Lake
    c. Chino
    d. Chino Hills
    e. Colton
    f. Fontana
    g. Grand Terrace
    h. Hesperia
    i. Highland

j. Loma Linda
k. Montclair
l. Ontario
m. Rancho Cucamonga
n. Rialto
o. San Bernardino (City)
p. San Bernardino (County)
q. Twentynine Palms
r. Victorville
s. Yucaipa
t. Yucca Valley

5. Sets out the basic arrangements for how the financing will work.
6. Directs the Executive Director or designee to cause the preparation of a PACE Program Report that will spell out the specifics of how the PACE Program will operate.
7. Sets the date for the public hearing to consider the Program Report for March 6, 2013.
8. Sets out the manner and method of collecting the contractual assessments and the penalties, remedies and lien priorities in the event of delinquency and default.
9. Directs the Executive Director or designee to discuss with the Auditor Controller's Office and set out in the Program Report any additional fees that may be charged by the Auditor Controller's office for placing the contractual assessments on the tax roll.
10. Designates the Executive Director or his designee as the responsible official for causing the preparation of the current roll of voluntary contractual assessment obligations.
11. Appoints the Executive Director or his designee to establish procedures to promptly respond to inquiries concerning future or current estimated liability for a contractual assessment.

If the Resolution of Intention is approved by the Board of Directors, SANBAG staff will publish notice of and will schedule a public hearing for the March 6, 2013 SANBAG Board of Directors meeting to consider the PACE Program Report on the guidelines for how the PACE Program will operate.

Financial Impact: This item is consistent with the adopted SANBAG budget.

BRD1302a-dab

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on January 16, 2013. SANBAG General Counsel has reviewed this item and the Resolution of Intention.

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

BRD1302a-dab

RESOLUTION NO. 13-038

RESOLUTION OF THE BOARD OF THE SAN BERNARDINO ASSOCIATED GOVERNMENTS DECLARING ITS INTENTION TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE THROUGH THE USE OF VOLUNTARY CONTRACTUAL ASSESSMENTS PURSUANT TO CHAPTER 29 OF PART 3 OF DIVISION 7 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND SETTING A PUBLIC HEARING THEREON

WHEREAS, pursuant to Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the "Act"), the Joint Powers Agreement of the San Bernardino Associated Governments ("SANBAG") originally made and entered into October 17, 1975 (the "Joint Powers Agreement"), as further amended to date, and each separate Memorandum of Understanding by and between SANBAG and those parties to the Joint Powers Agreement identified in Exhibit A attached hereto and incorporated herein by this reference (each, a "Participating Party") entered into as of the effective date of this resolution for implementation of a property assessed clean energy ("PACE") program to finance the installation of distributed generation renewable energy sources, energy or water efficiency improvements or electric vehicle charging infrastructure, SANBAG proposes to establish a voluntary contractual assessment program, to be known as the SANBAG HERO Program (the "HERO Program"), to assist property owners within the jurisdictional boundaries of each Participating Party with the cost of installing distributed generation renewable energy sources, energy or water efficient improvements or electric vehicle charging infrastructure (the "Authorized Improvements") that are permanently fixed to their property; and

WHEREAS, in the opinion of this Board of Directors, properties located within the jurisdictions of the Participating Parties would be benefited by including such properties in the HERO Program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino Associated Governments as follows:

Section 1. Findings. The Board of Directors hereby finds and declares all of the following:

A. All of the above recitals are true and correct;

B. Energy conservation efforts, including the promotion of energy efficiency improvements to residential, commercial, industrial, agricultural or other real property, can reduce energy consumption, energy bills, and maximize existing energy production and transmission facilities;

C. Energy efficiency improvements also include improvements that promote water efficiency. The California Energy Commission prepared a staff report in November 2005, regarding California's water-energy relationship. Such report states:

> "As California continues to struggle with its many critical energy supply and infrastructure challenges, the state must identify and address the points of highest stress. At the top of this list is California's water-energy relationship; water-related energy use consumes 19 percent of the state's electricity, 30 percent of its natural gas, and 88 billion gallons of diesel fuel every year– and this demand is growing... [A] major portion of the solution is closer coordination between the water and energy sectors... The state can meet energy and demand reduction goals...by simply recognizing the value of the energy saved for each unit of water saved."

The direct relationship between water use and energy use means that improvements to residential, commercial, industrial, agricultural or other real property which promote water efficiency also result in energy efficiency;

D. Water conservation efforts, including the promotion of water efficiency improvements to residential, commercial, industrial, agricultural or other real property, are necessary to address the issue of chronic water shortages in California;

E. The upfront cost of making residential, commercial, industrial, agricultural or other real property more energy or water efficient prevents many property owners from making those improvements and, in an effort to make those improvements more affordable and to promote the installation of those improvements, the Legislature has authorized an alternative procedure pursuant to Chapter 29 of the Act for authorizing voluntary contractual assessments to finance the cost of Authorized Improvements;

F. A public purpose will be served by a voluntary contractual assessment program whereby SANBAG is authorized to finance the installation of Authorized Improvements that are permanently fixed to residential commercial, industrial, agricultural or other real property; and

G. Property located in the jurisdictional territory of Participating Parties will benefit from inclusion in the HERO Program; and including such property in the HERO Program will serve the public purpose of promoting energy and water conservation efforts and addressing the issue of global climate change;

Section 2. Determination of Public Interest. The Board of Directors hereby determines that it would be convenient, advantageous and in the public interest to designate an area within the jurisdictional boundaries of each Participating Party, which may encompass the entirety of such Participating Party or a lesser portion, as areas within which authorized SANBAG officials and property owners may enter into voluntary contractual assessments pursuant to Chapter 29 of the Act to finance the installation of Authorized Improvements that are permanently fixed to real property pursuant to Chapter 29 of the Act (the "HERO Program Boundaries").

Section 3. Determination to Establish a Single, Comprehensive Program. The Board of Directors hereby declares that while the Authorized Improvements are of such a character that they directly and specially benefit property in the Participating Party jurisdictions and that the purposes sought to be accomplished by establishing a program to finance the installation of such improvements can best be accomplished by a single, comprehensive program rather than by separate programs administered by each Participating Party. Therefore, SANBAG proposes to make voluntary contractual assessment financing available to the owners of property located in the HERO Program Boundaries to finance the installation of Authorized Improvements that are permanently fixed to real property.

Section 4. Identification of the Authorized Improvements. The Executive Director of SANBAG (the "Executive Director") shall prepare or direct the preparation of a list of the Authorized Improvements that may be financed through the HERO Program, as part of the report required in Section 8 of this Resolution, and shall update such list from time to time, as the Executive Director deems necessary.

Section 5. Identification of the Boundaries. The area within which voluntary contractual assessments may be entered into pursuant to Chapter 29 of the Act is all land within the HERO Program Boundaries.

Section 6. Proposed Arrangements for Financing. The proposed arrangements for financing the HERO Program are briefly described as follows:

> SANBAG may issue bonds, notes, receive lines of credit, and enter into other financing instruments or relationships pursuant to Chapter 29 of the Act, the principal and interest of which would be repaid by voluntary contractual assessments. Alternatively or in the interim, SANBAG, may enter into agreements with other public entities to advance or grant funds to SANBAG to finance Authorized Improvements and/or to implement and administer the HERO Program. Such advances, if subject to reimbursement, shall be repaid through voluntary contractual assessments and SANBAG may sell bonds or other forms of indebtedness to reimburse such advances. The proposed financing arrangements may include the lease-purchase of public facilities pursuant to a lease or other contractual arrangement with a public financing authority or non profit entity or other financing elements as may be determined necessary or useful to the financing of the HERO Program. SANBAG may enter into a relationship with an underwriter or financial institution that would allow sequential issuance of a series of bonds, each bond being issued as the need arose to finance work to be repaid through voluntary contractual assessments. The interest rate of each bond may be determined by an appropriate index, but shall be fixed at the time each bond is issued.

In the event improvement bonds will be issued pursuant to the Improvement Bond Act of 1915 to represent voluntary contractual assessments, all of the following will apply to the extent not in conflict with Chapter 29 of the Act:

(a) Notice is hereby given that serial bonds or term bonds or both to represent unpaid assessments, and to bear interest at the rate of not to exceed 12 percent per year, or such other amount authorized by law, payable semiannually, shall be issued hereunder in one or more series in the manner provided by the Division 10 of the California Streets and Highways Code (to the extent not in conflict with Chapter 29 of the Act), and the last installment of bonds shall mature a maximum of 39 years from the second day of September next succeeding 12 months from their date.

(b) SANBAG hereby determines and declares that SANBAG shall not obligate itself to advance available funds from SANBAG treasury nor shall any Participating Party be obligated to advance available funds from its treasury to cure any deficiency which may occur in any bond redemption fund.

(c) SANBAG hereby determines that the principal amount of bonds maturing or becoming subject to mandatory prior redemption each year shall be other than an amount equal to an even annual proportion of the aggregate principal amount of the bonds, and the amount of principal maturing or becoming subject to mandatory prior redemption in each year plus the amount of interest payable in that year shall be an aggregate amount that is substantially equal each year, except for the moneys falling due on the first maturity or mandatory prior redemption date of the bonds which shall be adjusted to reflect the amount of interest earned from the date when the bonds bear interest to the date when the first interest is payable on the bonds.

(d) With respect to the procedures for the collection of assessments and the advance retirement of bonds, SANBAG proposes to proceed under the provisions of Part 11.1 of Division 10 (commencing with Section 8760 of the California Streets and Highways Code).

(e) Such bonds may be refunded under Division 11.5 of the California Streets and Highways Code or other applicable laws permitting the refunding of the bonds, upon the conditions specified by and at the determination of SANBAG.

The Executive Director, upon consultation with bond counsel, is authorized to provide for the issuance of bonds payable from voluntary contractual assessments. In connection with the issuance of bonds payable from voluntary contractual assessments, SANBAG expects to obligate itself, through a covenant with the owners of the bonds, to exercise its foreclosure rights with respect to delinquent contractual assessment installments under circumstances to be specified in such covenant.

SANBAG shall determine the creditworthiness of a property owner to participate in the financing of Authorized Improvements based upon criteria to be developed by the Executive Director in consultation with SANBAG's financing team.

Section 8. Preparation of Report. The Board of Directors hereby directs the Executive Director to prepare, or direct the preparation of, and file with the Board of Directors a report pursuant to Section 5898.22 of the California Streets and Highways Code at or before the time of the public hearing described in Section 9 hereof (the "Report"). The Report shall contain all of the following:

(a) A map showing the HERO Program Boundaries within which voluntary contractual assessments are proposed to be offered.

(b) A draft contract specifying the terms and conditions that would be agreed to by the owner of property within the HERO Program Boundaries and SANBAG.

(c) A statement of SANBAG policies concerning voluntary contractual assessments including all of the following:

(i) Identification of types of Authorized Improvements that may be financed through the use of voluntary contractual assessments;

(ii) Identification of SANBAG official authorized to enter into voluntary contractual assessments on behalf of SANBAG,

(iii) A maximum aggregate dollar amount of voluntary contractual assessments;

(iv) A method for setting requests from property owners for financing through voluntary contractual assessments in priority order in the event that requests appear likely to exceed the authorization amount; and

(v) A brief description of criteria for determining the underwriting requirements and safeguards that will be used to ensure that the total annual property tax and assessments on property proposed to be subject to a voluntary contractual assessment under the HERO Program will not exceed five percent (5%) of such property's market value, as determined at the time of approval for the contractual assessment of the owner of such property.

(d) A plan for raising a capital amount required to pay for work performed pursuant to voluntary contractual assessments. The plan may include amounts to be advanced by SANBAG through funds available from any source. The plan may include the sale of a bond or bonds or other financing relationship pursuant to Section 5898.28 of the California Streets and Highways Code. The plan shall include a statement of or method for determining the interest rate and time period during which contracting property owners would pay any assessment. The plan shall provide for any reserve fund or funds. The plan shall provide for the apportionment of all or any portion of the costs incidental to financing, administration, and collection of the voluntary contractual assessment program among the

consenting property owners and SANBAG,

(e) A report of the results of consultations with the Auditor-Controller of the County of San Bernardino (the "County") concerning the additional fees, if any, that will be charged to SANBAG for incorporating the proposed voluntary contractual assessments into the assessments of the general taxes of the Participating Parties on real property and a plan for financing the payment of those fees.

Section 9. Public Hearing. Pursuant to Chapter 29 of the Act, the Board of Directors hereby orders that a public hearing be held before the Board of Directors in the SANBAG offices located in the Santa Fe Depot, 1170 W. 3rd Street, First Floor Lobby, San Bernardino, CA 92410, at 10:30 a.m. on March 6, 2013, on the proposed Report and the HERO Program. At the public hearing all interested persons may appear and hear and be heard and object to or inquire about the proposed HERO Program or any of its particulars.

Section 10. Notice of Public Hearing. The Secretary of the Board of Directors is hereby directed to provide notice of the public hearing by publishing this Resolution once a week for two weeks, pursuant to Section 6066 of the California Government Code, and the first publication shall occur not later than 20 days before the date of such hearing in a newspaper of general circulation published within the jurisdiction of SANBAG or, if there is no such newspaper of general circulation published within the jurisdiction of SANBAG, then in a newspaper of general circulation published nearest thereto.

Section 11. The Voluntary Contractual Assessments. The voluntary contractual assessments levied pursuant to Chapter 29 of the Act, and the interest and any penalties thereon, shall constitute a lien against the lots and parcels of and on which they are made, until they are paid. The voluntary contractual assessments shall be collected in the same manner and at the same time as general taxes on real property located within the Participating Parties are payable and shall be subject to the same penalties, remedies and lien priorities in the event of delinquency and default. As a cumulative remedy, if any voluntary contractual assessment or installment thereof, or of any interest thereon, together with any penalties, costs, fees and other accrued charges are not paid when due, the Board of Directors may order that the same be collected by an action brought in superior court to foreclose the lien thereof as provided in Division 10 of the California Streets and Highways Code,

Section 12. Consultations with the County Auditor-Controllers. The Board of Directors hereby directs the Executive Director to determine and discuss in the Report what additional fees, if any, will be charged, annually, by the Auditor Controller's office of the County for incorporating the proposed voluntary contractual assessments on the tax roll.

Section 13. Preparation of Current Roll of Assessments. Pursuant to Section 5898.24(c)(1) of the California Streets and Highways Code, the Board of Directors hereby designates the Executive Director, or his or her designee, as the responsible

official for annually preparing or causing the preparation of the current roll of voluntary assessment obligations by assessor's parcel number on property subject to a voluntary contractual assessment.

Section 14. Responses to Inquiries. Pursuant to Section 5898.24(c)(2) of the California Streets and Highways Code, the Board of Directors hereby appoints the Executive Director, or his or her designee, to establish procedures to promptly respond to inquiries concerning current or future estimated liability for a voluntary contractual assessment.

Section 15. Effective Date of Resolution. This resolution shall take effect immediately upon its adoption.

ADOPTED by the Board of Directors of the San Bernardino Associated Governments on February ___ 2013.

_____
Janice Rutherford, President

ATTEST:

_____
Vicki Watson,
Clerk of the Board

R13038

EXHIBIT A
LIST OF PARTICIPATING PARTIES

The following counties and cities are Participating Parties of SANBAG as of the date of the adoption of the foregoing resolution:

Adelanto

Big Bear Lake

Chino

Chino Hills

Colton

Fontana

Grand Terrace

Hesperia

Highland

Loma Linda

Montclair

Ontario

Rancho Cucamonga

Rialto

San Bernardino (City)

San Bernardino (County)

Twentynine Palms

Victorville

Yucaipa

Yucca Valley

DISCUSSION ITEMS

Governments
SANBAG
Working Together

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 27

Date: February 6, 2013

Subject: Hearing to Consider Resolution of Necessity for Parcel for the Laurel Street Grade Separation Project in the City of Colton

Recommendations:* 1. Conduct public hearing to consider condemnation of real property required for the Laurel Street Grade Separation Project (Project) in the City Colton, and

2. By at least a two-thirds majority, adopt Resolution of Necessity No. 13-040 and authorize and direct General Counsel, or her designees, to prepare, commence, and prosecute proceedings in eminent domain for the purpose of acquiring necessary right-of-way and real property interests from Rieder Enterprises LLC (APN 0160-242-23).

Background: The 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 design, right-of-way, and construction phases according to Memorandum of Understanding (MOU) No. C10201 between SANBAG, the City of Colton, Union Pacific Railroad (UPRR), and BNSF, and Construction Cooperative Agreement No. C12037 between SANBAG and the City of Colton.

SANBAG has made steady progress towards the start of construction on the Project. One of the remaining critical path items is right-of-way acquisition. The SANBAG Board has approved appraisals and authorized offers for properties required for the Project. SANBAG's Right-of-Way Agent, Overland, Pacific,

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1302c-pm

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/RES%2013-040.pdf

and Cutler (OPC), sent offers to each property owner from which property interests are required for the Project and some parcels are being acquired through negotiated sale. While SANBAG and OPC continue to negotiate with property owners, not all parcels will be acquired through a negotiated sale. Although negotiations are ongoing, dialogues with the property owner for the parcel listed have not yet resulted in a settlement, and this parcel needs to be acquired through eminent domain which requires compliance with a statutorily prescribed process. During the eminent domain process, SANBAG's Right-of-Way Agent will continue to negotiate with the property owner and attempt to achieve a negotiated sale for the necessary property interests.

SANBAG, acting as the San Bernardino County Transportation Commission (Commission), is authorized to acquire property by eminent domain pursuant to California Public Utilities Code Section 130220.5. On December 5, 2012, the Board scheduled a public hearing for January 9, 2013, for the Board, acting as the Commission, to consider adopting a Resolution of Necessity regarding the parcel referenced in this agenda item, located in the County of San Bernardino and the City of Colton.

The adoption of the attached Resolution of Necessity by the Commission allows for the eminent domain process to proceed, which results in obtaining legal rights to the property needed for the Project. Since the process takes several months, it is necessary to start this process now to ensure that the property is obtained in time for construction of the Project to commence in 2013 as scheduled.

In order to adopt the Resolution of Necessity, the Commission must make five findings discussed below for the parcel. The issue of just compensation for the property interests is not addressed by the resolution and is not to be considered at the hearing. The five necessary findings are:

1. The public interest and necessity require the Project.

   This project will increase safety, reduce traffic delay, and establish a railroad quiet zone crossing by separating Laurel Street and the BNSF tracks. It was estimated that in 2012, 50 trains crossed the Laurel Street/BNSF railroad crossing daily and this number is projected to double up to 100 trains daily in 2035. The gate "down time" in 2010 is 2.5 hours a day and is expected to increase to 4 hours daily in 2035. The Project would remove the requirement for vehicles to stop while trains are passing. In addition, the Project would enhance safety by separating vehicles and pedestrians from six railroad tracks and a future Metrolink track. The Project is also a component of quiet zone improvements within the City limits and would reduce train noise related

impacts by removing the requirements for trains to blow their horns as they pass the crossing.

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

   The Project is being constructed as an underpass along the existing alignment of Laurel Street with proposed retaining walls to minimize right-of-way impacts to adjacent properties. The proposed design minimizes the property required, but includes full takes, partial takes, and temporary easements. During the preliminary design phase, project planners and engineers considered alternatives that would provide access to adjacent properties whose access would be affected by the proposed underpass. Each alternative was assessed based on the needs and constraints of each property owner and Staff and OPC have also had numerous communications with the property owners about their needs in order to design the Project in a manner that causes the least private injury while accomplishing the greatest public good.

3. The property sought to be acquired is necessary for the Project.

   While some of the Project is being constructed within existing right-of-way, acquisition of private properties are needed to allow the construction of a new bridge, retaining walls, drainage systems, and required utility relocations. For the subject property the following right-of-way interest are required:

   - A permanent utility easement and a temporary construction easement are needed from the Rieder Enterprises LLC property (APN 0160-242-23) for utility relocations as part of the Project. The permanent utility easement is needed to provide electrical service to the property and the existing pole-mounted transformer that currently serves the property will be replaced with an above-ground transformer. A temporary construction easement will also be required to accommodate the work.

4. Offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

   The subject property was appraised and an offer for the full amount of the appraisal was made to the owner or owners of record in accordance with Section 7267.2 of the Government Code.

   - The first offer for the Rieder Enterprises LLC property (APN 0160-242-23) was made on 5/18/12.

- At the property owner's request, the size of the permanent utility easement and temporary construction easement were modified. The new acquisition areas were appraised and a revised offer for the Rieder Enterprises LLC property (APN 0160-242-23) was made on 9/5/12.

5. All conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the property interests have been complied with.

   The Commission has complied with all conditions and requirements to exercise the power of eminent domain.

Upon completion of the Project, the Commission will transfer the property interests acquired for this Project to the City of Colton.

Financial Impact: This item has no impact on the adopted SANBAG Fiscal Year 2012/2013 budget. Task No. 0884.

Reviewed By: This item was reviewed and recommended for approval (15-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on December 13, 2012. Staff initially requested that the RON hearing for the subject property be scheduled for the January 9, 2013 Board of Directors Meeting. At the January 9, 2013 Board of Directors meeting, the hearing for the subject property was continued to the February 6, 2013 Board of Directors meeting. SANBAG's General Counsel and SANBAG's Right-of-Way Counsel, Woodruff, Spradlin & Smart, have approved this item as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

RESOLUTION NO. 13-040

A RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION FINDING AND DETERMINING THAT THE PUBLIC INTEREST AND NECESSITY REQUIRE THE ACQUISITION BY EMINENT DOMAIN OF INTERESTS IN CERTAIN REAL PROPERTY FOR PUBLIC USE AND AUTHORIZING AND DIRECTING CONDEMNATION OF PORTIONS OF APN 0160-242-23

WHEREAS, the San Bernardino County Transportation Commission (the "Commission") is undertaking the Laurel Street Grade Separation Project (the "Project") that necessitates the Commission to acquire by eminent domain portions of the property located at 1433 Miller Drive, in the City of Colton, California; and

WHEREAS, the Project is intended to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

WHEREAS, the Project requires the acquisition of property interests from private parties; and

WHEREAS, the Project will be a transportation improvement project serving the public interest; and

WHEREAS, subsection (a) of the California Public Utilities Code section 130220.5, authorizes the Commission to exercise the power of eminent domain to acquire these property interests for public use by condemnation; and

WHEREAS, the hereinafter described real property required for the Project includes a public utility easement as legally described in Exhibit "A" and depicted in Exhibit "B" and located at 1433 Miller Drive, in the City of Colton, California; and

WHEREAS, the hereinafter described real property required for the Project includes a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D" and located at 1433 Miller Drive, in the City of Colton, California; and

WHEREAS, reasonable pedestrian and vehicular access to the remainder property will be maintained during construction; and

WHEREAS, in accordance with section 1245.235 of the California Code of Civil Procedure, on December 6, 2012 there was mailed a Notice of Hearing on the Intent of the Commission to adopt a Resolution of Necessity for acquisition by eminent domain of the interests in real property described and depicted in Exhibits "A" through "D" herein. The Notice of Hearing was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the property described and depicted in Exhibits "A" through "D" (collectively the "Property"); and

WHEREAS, on January 9, 2013, at the Hearing on the Intent of the Commission to Adopt a Resolution of Necessity, the matter was continued to February 6, 2013. On January 16, 2013, a Notice of Continuance of Hearing Regarding Adoption of a Resolution of Necessity was mailed to the listed address of all persons whose names appear on the last equalized county assessment roll as having an interest in the property described in Exhibits "A" through "D"; and

WHEREAS, the Commission provided written notice to the City of San Bernardino as required by subsection (c) of California Public Utilities Code section 130220.5; and

WHEREAS, the Project, including all amendments thereto, together with the staff reports, environmental documents and all other evidence presented to the Commission at the times the Project and the amendments thereto were adopted, are incorporated herein by this reference and made a part hereof as though fully set forth herein; and

WHEREAS, pursuant to section 1245.235 of the California Code of Civil Procedure, the Commission scheduled a hearing for February 6, 2013 at 10:00 a.m. at Santa Fe Depot---SANBAG Lobby 1st Floor, 1170 W. 3rd Street, San Bernardino, California and gave to each person whose property is to be acquired notice and a reasonable opportunity to appear at said hearing and to be heard on the matters referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, said hearing has been held by the Commission and each person whose property is to be acquired by eminent domain was afforded an opportunity to be heard on those matters specified in the Commission's notice of intention to conduct a hearing on whether to adopt a Resolution of Necessity as referred to in section 1240.030 of the California Code of Civil Procedure; and

WHEREAS, the Commission may adopt a Resolution of Necessity pursuant to section 1240.040 of the California Code of Civil Procedure.

NOW, THEREFORE, by a vote of two-thirds or more of its members, the San Bernardino County Transportation Commission does hereby find, determine, resolve and order as follows:

Section 1. Incorporation of Findings and Recitals. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Compliance with California Code of Civil Procedure. The Commission has complied with the requirements of section 1245.235 of the California Code of Civil Procedure regarding notice and hearing.

Section 3. Public Use. The public use for which the Property is to be acquired is for the construction and future maintenance of the Project, a public transportation improvement, as more fully described hereinabove. Subsection (a) of California Public Utilities Code section 130220.5 authorizes the Commission to acquire by eminent domain property and interests in property necessary for such purpose and for all uses incidental or convenient thereto.

Section 4. Necessity.

(a) The Project is necessary to improve public safety, decrease traffic congestion and improve passenger rail operations by building grade separations between the roadway and the rail lines; and

(b) The public interest and necessity require the acquisition by eminent domain proceedings of a public utility easement as legally described in Exhibit "A" and depicted in Exhibit "B" and a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D" attached to this Resolution of Necessity.

Section 5. Description of Property Interests. The property interests to be acquired are more particularly described and depicted in Exhibits "A" through "D" attached hereto and incorporated herein by reference.

Section 6. Findings. The Commission hereby finds, determines and declares each of the following:

(a) The public interest and necessity require the proposed Project;

(b) The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury;

(c) The above-described property interests, as described and depicted in Exhibits "A" through "D", are necessary for the proposed Project;

(d) The offer required by section 7267.2 of the California Government Code has been made to the owner or owners of record; and

(e) All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the Property have been complied with by the Commission.

Section 7. Existing Public Use(s). Pursuant to sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that any of the real property to be acquired is already devoted to a public use, the use proposed by this Project is a more necessary public use than the use to which the real property, or any portion thereof, is already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the real property, or any portion thereof, is already devoted.

Section 8. Authority to Exercise Eminent Domain. The Commission is hereby authorized and empowered to acquire a public utility easement as legally described in Exhibit "A" and depicted in Exhibit "B" and a temporary construction easement as legally described in Exhibit "C" and depicted in Exhibit "D", including the improvements thereon, if any, by eminent domain for the Project.

Section 9. Further Activities. Legal Counsel for the Commission ("Counsel") is hereby authorized and empowered to acquire the hereinabove described interests in real property in the name of and on behalf of the Commission by eminent domain, and is authorized to institute and prosecute such legal proceedings as may be required in connection therewith. Counsel is further authorized to take such steps as may be authorized and required by law, and to make such security deposits as may be required by order of court and to permit the Commission to take possession of and use real property at the earliest possible time. Counsel is further authorized to correct any errors in this Resolution of Necessity or to make or agree to non-material changes in the legal descriptions of the real property that are deemed necessary for the conduct of the eminent domain action or other proceedings or transactions required to acquire the interests in the subject real property.

Section 10. Effective Date. This Resolution shall take effect upon adoption.

Adopted by the San Bernardino County Transportation Commission on _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

_____
Janice Rutherford, Chairperson
San Bernardino County Transportation Commission

ATTEST:

_____
Vicki Watson,
Clerk of the Commission

EXHIBIT "A"

PUBLIC UTILITIES EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0160-242-23

This permanent, nonexclusive utility easement allows the San Bernardino County Transportation Commission, and its employees, agents, representatives and contractors the right to use the property in the attached legal description and map for the purpose of constructing, maintaining, repairing, relocating and adjusting, as applicable, utility facilities.

There shall not be constructed any improvements within the easement area that would impede the rights as defined herein. The affected portion of the easement area will be backfilled to grade with dirt or with pavement material. Once the utilities are in place, the surface of the easement area may be used for access or automobile parking purposes to the extent that such use does not interfere with access to or the operation of the above-ground transformer.

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

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the easement rights described above.

906446.1

EXHIBIT 'A'
Legal Description

That portion of Block 11, according to map of Subdivision of Lands of the Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being more particularly described as Parcel A conveyed in the deed to Rieder Enterprises LLC, recorded March 12, 2002 as Document No. 2002-0122835 of Official Records of said County, described as follows:

COMMENCING at the intersection of the North line of Laurel Street, 66 feet wide, as shown on Parcel Map No. 15689 filed in Book 193, Pages 24 and 25 of Parcel Maps, in the Office of the County Recorder of said County, with the West line of Miller Drive, 60 feet wide, also as shown on said Parcel Map No. 15689;

Thence along said West line, North 00°15'30" West, a distance of 469.97 feet to the northeast corner of said Parcel A, said point being the **TRUE POINT OF BEGINNING;**

Thence westerly along the northerly line of said Parcel A, South 89°34'00" West, a distance of 204.86 feet to the northwest corner of said Parcel A;

Thence southwesterly along the westerly line of said Parcel A, South 18°13'48" West, a distance of 25.88 feet;

Thence leaving said line, South 71°38'41" East, a distance of 18.80 feet;

Thence North 18°21'19" East, a distance of 21.73 feet;

Thence North 89°34'00" East, a distance of 188.31 feet to said West line of Miller Drive;

Thence northerly along said West line, North 00°15'30" West, a distance of 10.00 feet to the **TRUE POINT OF BEGINNING.**

The above described parcel contains 2414 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

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

9-4-12

Robert D. Vasquez, P.L.S. 7300 Date

LICENSED LAND SURVEYOR
ROBERT D. VASQUEZ
EXP. 12-31-12
No. 7300
STATE OF CALIFORNIA

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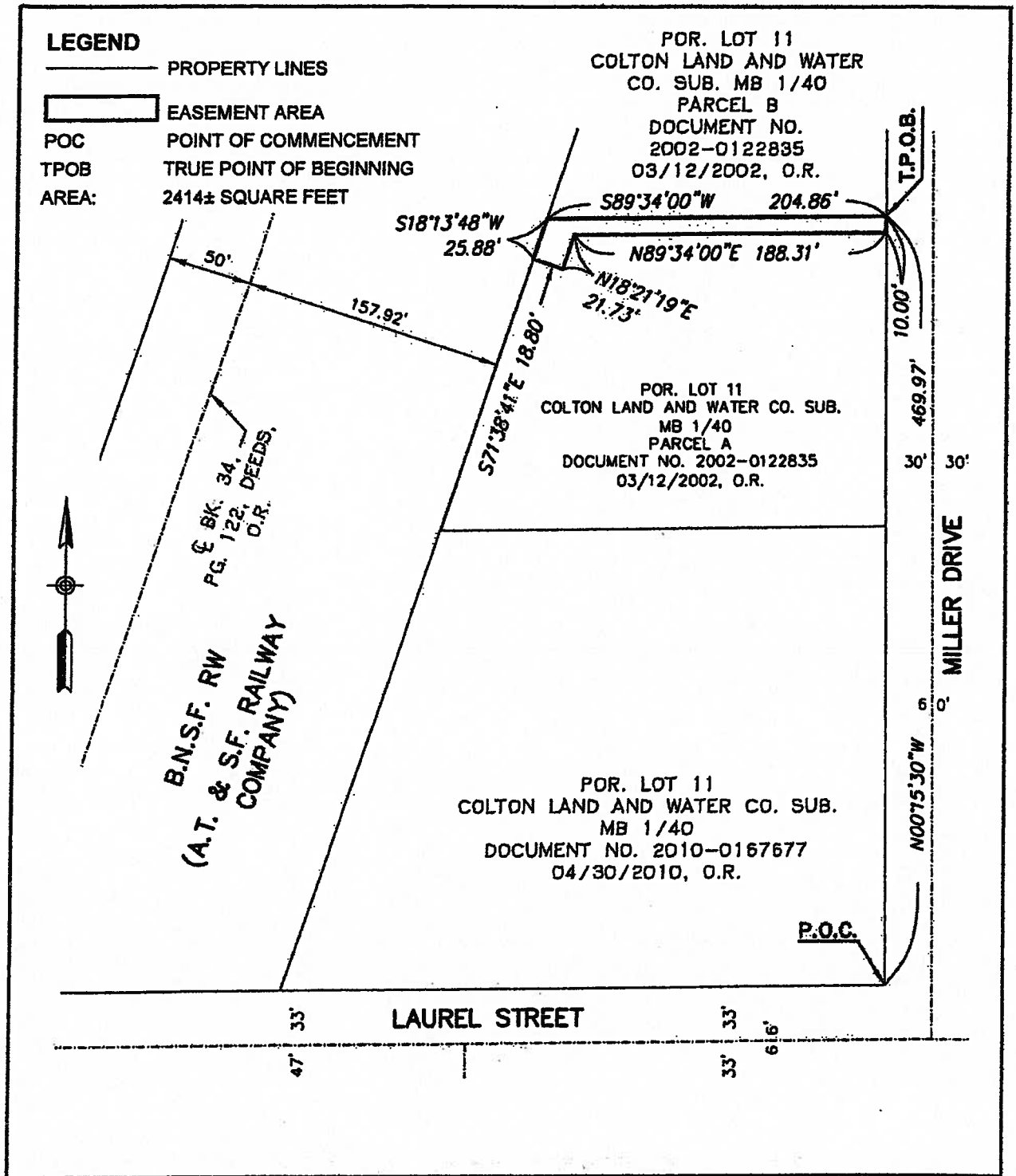
EXHIBIT "B"



DAVID EVANS AND ASSOCIATES INC. 4200 Concours, Suite 200 Ontario California 91764 Phone: 909.481.5750	EXHIBIT "B"	COUNTY: SAN BERNARDINO / CITY: COLTON	SHEET NO: 1 OF 1
	Job No.: TRAN00000004	PUBLIC UTILITY EASEMENT	DRAWN BY: MARA/DGH
	APN: 0160-242-23		DATE: 08/23/12
			SCALE: 1"=80'

EXHIBIT "C"

TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0160-242-23

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Laurel Street Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of eighteen (18) months.

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

The San Bernardino County Transportation Commission is expressly granted the right to convey, transfer or assign the easement rights described above.

EXHIBIT 'A'
Legal Description

That portion of Block 11, according to map of Subdivision of Lands of the Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being more particularly described as Parcel A conveyed in the deed to Rieder Enterprises LLC, recorded March 12, 2002 as Document No. 2002-0122835 of Official Records of said County, described as follows:

COMMENCING at the intersection of the North line of Laurel Street, 66 feet wide, as shown on Parcel Map No. 15689 filed in Book 193, Pages 24 and 25 of Parcel Maps, in the Office of the County Recorder of said County, with the West line of Miller Drive, 60 feet wide, also as shown on said Parcel Map No. 15689;

Thence along said West line, North 00°15'30" West, a distance of 279.98 feet to the southeast corner of said Parcel A;

Thence westerly along the southerly line of said Parcel A South 89°34'00" West, a distance of 228.46 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said southerly line South 89°34'00" West, a distance of 32.68 feet;

Thence leaving said southerly line of said Parcel A, North 18°21'19" East, a distance of 172.30 feet;

Thence North 71°38'41" West, a distance of 7.30 feet to the westerly line of said Parcel A;

Thence along said westerly line North 18°13'48" East, a distance of 25.88 feet to the northwest corner of said Parcel A;

Thence along the northerly line of said Parcel A, North 89°34'00" East, a distance of 204.86 feet to the northeast corner of said Parcel A;

Thence along the easterly line of said Parcel A, South 00°15'30" East, a distance of 10.00 feet;

Thence leaving said easterly line of Parcel A, South 89°34'00" West, a distance of 188.31 feet;

Thence South 18°21'19" West, a distance of 21.73 feet;

Thence North 71°38'41" West, a distance of 6.50 feet;

Thence South 18°21'19" West, a distance of 143.43 feet;

Thence South 71°38'41" East, a distance of 19.33 feet;

Thence South 01°28'48" East, a distance of 19.49 feet to the **TRUE POINT OF BEGINNING.**

The above described parcel contains 3801 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

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

9-4-12

Robert D. Vasquez, P.L.S. 7300 Date

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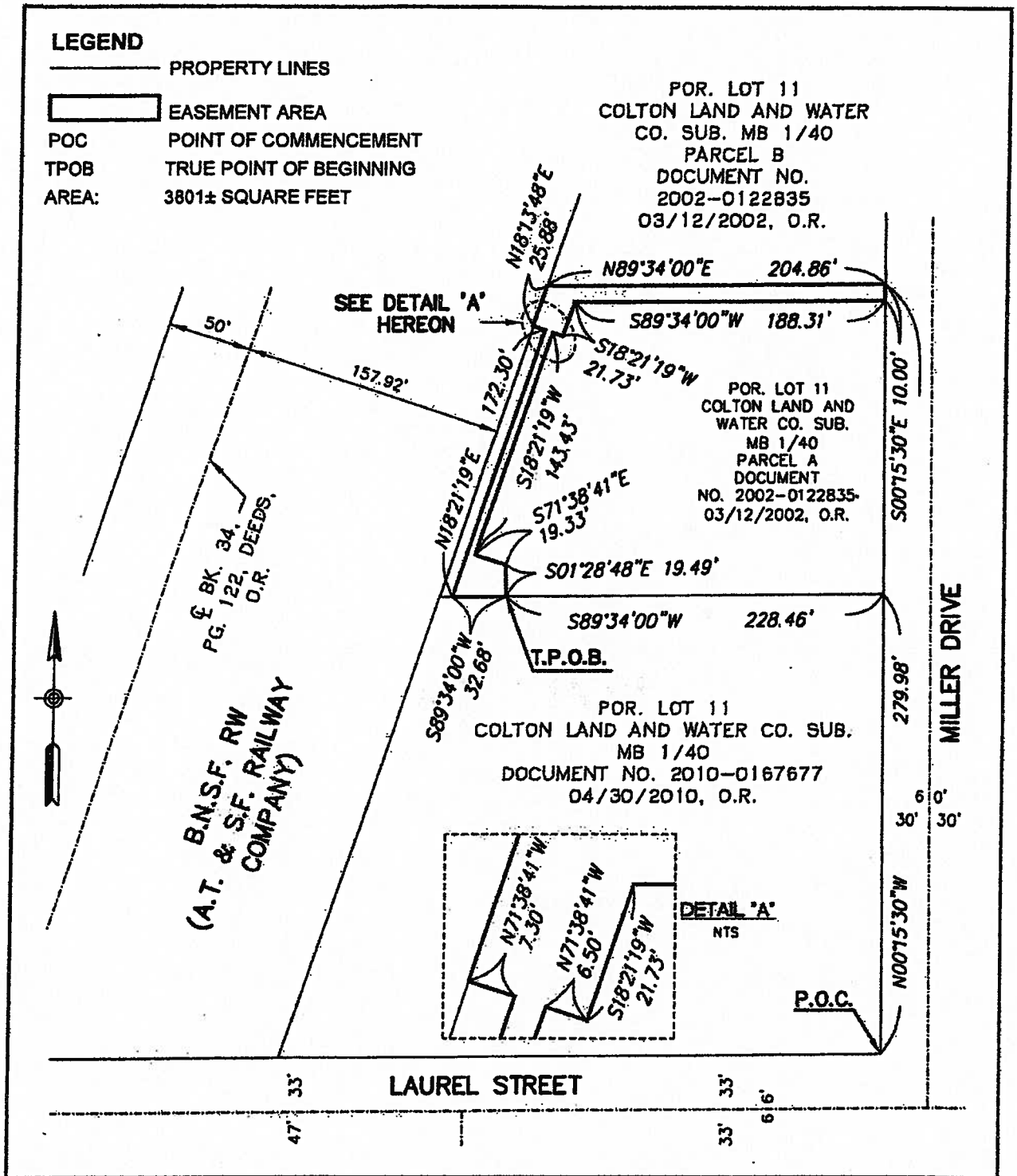
EXHIBIT "D"



DAVID EVANS AND ASSOCIATES INC. 4200 Concours, Suite 200 Ontario California 91764 Phone: 909.481.5750	EXHIBIT "B" Job No. : TRAN00000004 APN: 0160-242-23	COUNTY: SAN BERNARDINO CITY: COLTON TEMPORARY CONSTRUCTION EASEMENT	SHEET NO: 1 OF 1 DRAWN BY: MARA/ROV DATE: 08/31/12 SCALE: 1"=80'

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **28**

Date: February 6, 2013

Subject: I-10 and I-15 Corridor Improvement Projects – Community Advisory Group Update

Recommendation:* Receive an update on the I-10 and the I-15 Corridor Improvement Projects Community Advisory Groups.

Background: In August 2001, the Board approved a contract amendment with Parsons Transportation Group to add an Express Lane to the alternatives being considered for improvements on the I-10 corridor. The contract scope includes an enhanced public outreach. Since Express Lanes are new to this County, the enhanced public outreach was deemed necessary to inform the public of Express Lanes and to get their input on the proposed improvements for the I-10 and I-15 corridors.

As discussed at the December 2012 workshop on Express Lanes, Community Advisory Groups (CAGs) are one of the main components of the public outreach plan. The purpose of a CAG is to provide sustained public involvement throughout the development of the two corridor projects. The CAGs will provide input to the project team; assist the project team in educating/communicating with the communities; and provide a mechanism to receive and respond to public input during the development of the projects. Since a CAG is composed of grass-roots interests from a variety of viewpoints, it provides an unique and ongoing opportunity to receive input from a broad cross section of citizens along the corridors.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1302a-gc

Attachments: BRD1302a1-gc and BRD1302a2-gc

For the I-10 and I-15 corridors, three CAGs of 15-25 members are being formed; west end of San Bernardino Valley, east end of San Bernardino Valley, and the Victor Valley area. Invitations to potential CAG members have been sent and 54 applications have been received. The list of applicants is attached. If additional applicants are received before the February Board meeting, a revised list will be provided at the meeting. Currently the applicants are being reviewed against set criteria and notice sent to the applicants that have been accepted.

While we have numerous CAG applicants that hold positions in groups that represent countywide interests, there are currently no applicants from some of the communities along the corridors (see the table below). In particular, we are seeking representatives from Loma Linda, Montclair, Ontario, Rialto, and Yucaipa. Our public outreach consultant has made a concerted effort to identify and reach out to stakeholders from these communities, however, we were not able to gain interest in CAG membership from community members. Any assistance from the Board members of these local agencies to identify potential CAG members would be very much appreciated.

Cities	Number of Stakeholders Contacted	CAG Applications Submitted			
		Total	WV CAG	EV CAG	HD CAG
Adelanto	**6**	0	-	-	-
Apple Valley	**6**	3	-	-	3
Barstow	**9**	1	-	-	1
Big Bear	**8**	2	-	2	-
Bloomington	**2**	0	-	-	-
Chino	**7**	0	-	-	-
Chino Hills	**6**	0	-	-	-
Claremont	**9**	2	2	-	-
Colton	**12**	2	-	**2**	-
Corona	**3**	0	-	-	-
Covina	**1**	0	-	-	-
Crestline	**1**	1	-	1	-
Diamond Bar	**1**	0	-	-	-
Earp	**1**	0	-	-	-
Fontana	**21**	10	9	1	-
Fort Irwin	**1**	1	-	-	1
Glendale	**1**	0	-	-	-
Grand Terrace	**4**	1	-	1	-
Hesperia	**12**	1	-	-	1
Highland	**4**	1	-	1	-
Joshua Tree	**2**	0	-	-	-

BRD1302a-gc
Attachments: BRD1302a1-gc and BRD1302a2-gc

Cities	Number of Stakeholders Contacted	CAG Applications Submitted			
		Total	WV CAG	EV CAG	HD CAG
Jurupa Valley	1	1	1	-	-
La Verne	1	0	-	-	-
Lake Arrowhead	1	0	-	-	-
Las Vegas	1	0	-	-	-
Los Angeles	4	1	-	-	1
Loma Linda	6	0	-	-	-
Montclair	3	0	-	-	-
Morongo Valley	1	0	-	-	-
Needles	5	0	-	-	-
Newberry Springs	1	0	-	-	-
Oak Hills	2	2	-	-	2
Ontario	24	0	-	-	-
Oro Grande	1	0	-	-	-
Phlean	2	0	-	-	-
Pomona	2	1	1	-	-
Rancho Cucamonga	19	3	3	-	-
Redlands	24	4	2	2	-
Rialto	7	0	-	-	-
Rimforest	1	0	-	-	-
Riverside	10	1	-	1	-
Running Springs	1	0	-	-	-
San Bernardino	65	11	1	10	-
Twentynine Palms	3	0	-	-	-
Upland	14	4	4	-	-
Victorville	13	3	-	-	3
Yucaipa	5	0	-	-	-
Yucca Valley	2	0	-	-	-
TOTAL	336	56	23	21	12

The first meetings for the three CAGs have been schedules for the week of February 18th. The agenda for this meeting is attached.

If you have any additional candidates for the CAGs, please submit their names to Jane Dreher, SANBAG's Public Information Officer.

Financial Impact: This item has no impact to the current SANBAG fiscal year 2012/2013 budget.

Reviewed By: This item has not received prior Policy Committee review.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1302a-gc
Attachments: BRD1302a1-gc and BRD1302a2-gc

Community Advisory Groups (CAGs) for the I-10 and I-15 Corridor Projects - List of CAG Applicants

	REPRESENTATIVE FOR / AREA OF RESIDENCE	INDUSTRIES	ORGANIZATION	TITLE	OTHER AFFILIATIONS	FIRST	LAST	CAG Preference	REFERRED?	Date Submitted
1	Pomona, CA	Education / Transportation	California Polytechnic, Pomona	Director, Parking and Transportation Services		Michael P.	Biagi	WV CAG		Application submitted 12/12/12 via emial.
2	Claremont, CA	Real Estate	Buxbaum & Chakmak	Attorney	Real Estate Broker / Part time instructor at Cal Poly / Other	David	Buxbaum	WV CAG	Identified at Scoping Meeting	Application submitted 11/17/12 via email.
3	San Bernardino, CA	Labor / Transit	ATU Local 1704	President / Business Agent	Omnitrans - Bus Driver / First Transit Inc.	Jeff	Caldwell	1) WV CAG 2) EV CAG 3) ID CAG		Application submitted 1/9/13 via email.
4	Upland, CA	Real Estate / Ethnic / Special Interest Group	Asian Real Estate Association of America (AREAA)	Founding President	Broker / Owner of Gainspot Inc. (Realty Prodigy); Women in Default Services (WINDS)	Lina	Chu	1) WV CAG 2) ID CAG 3) EV CAG		Application submitted via mail 12/28/13
5	Fontana, CA	Business / Civic Groups	Cothran Insurance Agency Inc.	Owner / State Farm Insurance Agent	Fontana Rotary; Fontana Planning Commissioner; Historical Society; Art Association; County Workforce Board; other	Phillip	Cothran	WV CAG	Identified at Scoping Meeting	Application submitted 11/14/12 via email.
6	Fontana, CA	Business / Special Interest Groups	M.A.S. Auto & Truck Electric Corp.	CEO & Owner	US Hispanic Chamber of Commerce, CA; Hispanic Chamber of Commerce; Democratic Women of SB County;	Lynda	Gonzalez	WV CAG or EV CAG	Referred by SANBAG Board Member Tahan	Application submitted 1/18/12 via fax.
7	Rancho Cucamonga, CA	Ethnic / Special Interest Group	Inland Empire Hispanic Leadership Council	Director of Governmental Affairs		Dennis	Gutierrez	1) WV CAG 2) EV CAG	Jaime Hurtado, Senior Legislative Advisor to Sup. Ashley, Riverside County	Application submitted 12/20/12 via emial.

Community Advisory Groups (CAGs) for the I-10 and I-15 Corridor Projects - List of CAG Applicants

	REPRESENTATIVE FOR / AREA OF RESIDENCE	INDUSTRIES	ORGANIZATION	TITLE	OTHER AFFILIATIONS	FIRST	LAST	CAG Preference	REFERRED?	Date Submitted
8	Rancho Cucamonga, CA	Real Estate	Building Industry Association	Director of Government Affairs		John	Heimann	1) EV CAG, 2) WV CAG, 3) D CAG		Application submitted 11/26/12 via email.
9	Redlands, CA	Economic Development	Economics & Politics, Inc.	Economist	Inland Empire Economic Partnership (IEEP)	John	Husing	1) WV CAG, 2) EV CAG, 3) HD CAG		Application submitted 12/12/12 via email.
10	Fontana, CA	Business	Ceramic Tile Contractor	Owner	Commercial Property Owner	Michael (Mike)	James	1) WV CAG, 2) EV CAG, 3) HD CAG	Referred by SANBAG Board Member Tahan	
11	Upland, CA	Transit	Valley Transportation Services (Vtrans)	CEO	Works with a variety of non-profit social service agencies	Beth	Kranda	1) WV CAG, 2) EV CAG, 3) HD CAG		
12	Claremont, CA	Community Organizations / Grassroots	Community Senior Services	Director, Community Connections Volunteer Driver Program		Toni	Levyssohn	WV CAG		Application submitted 12/11/12 via fax.
13	Fontana, CA	Resident	Retired	Retired	Resident for 65 years	Jonnie	Long	WV CAG	Referred by SANBAG Board Member Tahan	Application submitted 1/20/13 via email.
14	Upland, CA	Labor / Ethnic	Association of Black Correctional Workers (ABCW)	Former ABCW President (12 years)	Retired Lieutenant, California Department of Corrections and Rehabilitation	Roy	Mabry	WV CAG, EV CAG		
15	Fontana, CA	Civic Group / Veterans	SB County Veterans Advisory Board / Vetererans Partnering With Communities	Board Member / President & Founder	Fontana Veterans Resource Center / American Legion, Post 772 / Political Liaison for the 25th District / Fontana Post Office, Letter Carrier	Danny	Marquez	WV CAG	Referred by SANBAG Board Member Tahan	Application submitted 1/21/13 via fax.

Community Advisory Groups (CAGs) for the I-10 and I-15 Corridor Projects - List of CAG Applicants

	REPRESENTATIVE FOR / AREA OF RESIDENCE	INDUSTRIES	ORGANIZATION	TITLE	OTHER AFFILIATIONS	FIRST	LAST	CAG Preference	REFERRED?	Date Submitted
16	Jurupa Valley, CA	Environmental Justice	Center for Community Action and Environmental Justice (CCAEJ)	Founder and Executive Director (since 1993)		Penny	Newman	WV CAG, EV CAG		Application submitted 1/14/13 via email.
17	Rancho Cucamonga, CA	Business / Tourism	Victoria Gardens	Property Manager / General Manager for Owners	Chairman, Rancho Cucamonga Chamber of Commerce; Board Member, Inland Empire Tourism Council.	Christine C.	Pham	WV CAG	Interview participant	Application submitted 11/26/12 via mail and email.
18	Upland, CA	Community Organizations / Business	Fontana Community Senior Center	Member of the Advisory Board and Volunteer	Sierra Carwash and Car Care Center, Owner / City of Fontana Volunteer / former member of the National Charity League	Marie E.	Shahani	1) WV CAG, 2) EV CAG, 3) HD CAG	Referred by SANBAG Board Member Tahan	Application submitted 1/18/13 via fax.
19	Fontana, CA	Community Organizations	Retired - Land Use Services Department, San Bernardino County	N/A	Rotary Club, Boys and Girls Club, Chambers of Commerce, Historical Society, Art Association, other groups	Matthew	Slowik	WV CAG	Referred by SANBAG Board Member Tahan	Application submitted 1/18/13 via fax and email.
20	Redlands, CA	Civic Group / Real Estate	Redlands Public Commission	Commissioner	Industrial Real Estate	Mark	Stanson	WV CAG	Referred by the City of Redlands	Application submitted 1/10/13 via email
21	Fontana, CA	Faith-Based / Education / Parks	Rainbow Community Praise Center	Pastor	Argosy University - Professor; Fontana Parks and Recreation Commissioner	Dr. D. C. Nosakhere	Thomas	WV CAG	Referred by SANBAG Board Member Tahan	Application submitted 1/17/13 via email
22	Fontana, CA	Education / Community Group	Fontana Unified School District	Commissioner for Community Services		Luis	Vaquera	1) WV CAG, 2) EV CAG	Referred by SANBAG Board Member Tahan	Application submitted 1/18/13 via email

Community Advisory Groups (CAGs) for the I-10 and I-15 Corridor Projects - List of CAG Applicants

	REPRESENTATIVE FOR/ AREA OF RESIDENCE	INDUSTRIES	ORGANIZATION	TITLE	OTHER AFFILIATIONS	FIRST	LAST	CAG Preference	REFERRED?	Date Submitted
23	Fontana, CA	Business / Community Groups	Rotolo Chevrolet	Vice President	Board President – Fontana Chamber of Commerce Program Chair – Rotary Club of Fontana	William	Waddingham	1) WV CAG, 2) EV CAG, 3) HD CAG	Referred by SANBAG Board Member Tahan	Application submitted 1/22/13 via fax
24	San Bernardino, CA	Education	California State University, San Bernardino (CSUSB)	Director of Capitol Planning, Design & Construction / Campus Architect	N/A	Hamid H.	Azhand	EV CAG	CSUSB President, Dr. Tomas Morales	Application submitted 11/29/12 via email.
25	Fontana, CA	Business	Hill International Contracts	Administration Roadway and Public Works Projects		Robert	Baker	1) EV CAG, 2) WV CAG, 3) HD CAG	Referred by SANBAG Board Member Tahan	Application submitted 1/19/13 via email
26	San Bernardino, CA	Economic Development	Inland Action Inc.	President and Chief Executive Officer	Redlands Country Club (RCC), President	Carole	Beswick	1) EV CAG, 2) WV CAG	Interview participant	Application submitted 11/27/12 via fax.
27	San Bernardino, CA	Business / Real Estate Development	Dameron Communications	Creative Director, Advertising and PR	Salvation Army; African American Chamber; Represents homebuilders / land developers in SB County	Carl	Dameron	WV CAG, or EV CAG		Application submitted 11/26/12 via email.
28	San Bernardino, CA	Business	Fairview Ford Sales, Inc.	President	San Bernardino Chamber, Board Member; San Bernardino Rotary Club, President	Nick	Depasquale	EV CAG		Application submitted 12/13/12 via mial.
29	Highland, CA	Civic Groups	Santa Ana Watershed Project Authority	Manager of Engineering and Operation	City of Highland, Planning Commissioner; Board Vice President for YMCA of the East Valley; Treasurer for Boy Scouts of America, Troop 19	Richard	Haller	EV CAG	Larry McCallon, Mayor, City of Highland	Application submitted 12/12/12 via email.

Community Advisory Groups (CAGs) for the I-10 and I-15 Corridor Projects - List of CAG Applicants

	REPRESENTATIVE FOR / AREA OF RESIDENCE	INDUSTRIES	ORGANIZATION	TITLE	OTHER AFFILIATIONS	FIRST	LAST	CAG Preference	REFERRED?	Date Submitted
30	Big Bear Lake, CA	Community Organizations / Senior / Travel	AARP	Vice President	Travel Agency Owner, Senior Thrift Store, President of the Senior Travel Club, SB County Agency for Aging	Dr. Dan	Harris	EV CAG, HD CAG	AARP Board	Application submitted 1/10/13 via mail.
31	San Bernardino, CA	Community Organizations / Grassroots	Former roles: SANBAG & Southern California Association of Governments (SANBAG)	Past President , SANBAG (1982-83) and SCAG (1992-93)	League of Women Voters (volunteer); SB Valley Conservation Dsitrict (Director); SB Community College District (trustee); Community Partners (consultant)	John	Longville	EV CAG	Gloria Anderson, President, League of California Women Voters of SB	Application submitted 12/7/12 via email.
32	Riverside, CA	Community Organizations / Grassroots	The Community Foundation	Director of Grants and Resource Development	San Bernardino County, Capacity Building Consortium	Jose A.	Marquez	1) EV CAG, 2) WV CAG, 3) HD CAG		
33	Big Bear Lake, CA	Business / Civic Groups	Arts Council of Big Bear Valley	Executive Director	Medical Record Reviewer and owner of custom stained glass studio	Gail M.	McCarthy	EV CAG		Application submitted 1/8/13 via fax.
34	Grand Terrace, CA	Community Organizations / Real Estate	Lions Club, Grand Terrace	Member	Real Estate Broker	Jeffrey	McConnell	1) EV CAG, 2) WV CAG		Application submitted 1/9/13 via email.
35	San Bernardino, CA	Business / Education	San Bernardino Area Chamber of Commerce	President/CEO	Member of the San Bernardino City Unified School District Board of Education	Judi	Penman	EV CAG		Application completed 1/3/13; pending signature
36	San Bernardino, CA	Business / Ethnic	US-Hispanic Women Grocers Association	President and Founder		Concepcion M.	Powell	EV CAG		Application submitted 11/17/12 via email.
37	Redlands, CA	Education / Community Group	Redlands Unified School District	Teacher	Redlands Good Neighbor Coalition	Christine	Roque	EV CAG		Application submitted 11/27/12 via mail.

Community Advisory Groups (CAGs) for the I-10 and I-15 Corridor Projects - List of CAG Applicants

	REPRESENTATIVE FOR / AREA OF RESIDENCE	INDUSTRIES	ORGANIZATION	TITLE	OTHER AFFILIATIONS	FIRST	LAST	CAG Preference	REFERRED?	Date Submitted
38	Redlands, CA	Education / Economic Development	Retired - California State University, San Bernardino (CSUSB)	Consultant to CSUSB	Inland Action, IEEP, Alliance for Education, Community Foundation	Larry R.	Sharp	EV CAG		Application submitted 11/21/12 via mail.
39	San Bernardino, CA	Transportation / Government	California Highway Patrol	Assistant Chief		William	Siegl	WV CAG, EV CAG, HD CAG	Interview participant	Application submitted 12/7/12 via email.
40	San Bernardino, CA	Parks / Government	San Bernardino County, Parks Department	Deputy Director	Various trail user groups that utilize the Santa Ana River trail.	Maureen A.	Snelgrove	1) EV CAG, 2) WV CAG		Application submitted 11/28/12 via email.
41	Crestline, CA	Business	San Bernardino Area Chamber of Commerce - Economic Development and Business Resources	Director, Business Resources		Colin	Strange	EV CAG		Application submitted 1/22/12 via fax.
42	San Bernardino, CA	Government	CAL FIRE, Mountain Division	Chief		Jeffrey	Veik	WV CAG, EV CAG		Application submitted 11/19/12 via fax.
43	Los Angeles, CA	Transportation	The Transit Coalition	Chair	Dermatologist (MD) in Temecula, Sun City, Los Angeles, Anaheim.	Kenneth S.	Alpern	1) HD CAG; 2) WV CAG, 3) EV CAG		Application submitted 1/7/13 via fax. Previous CAG experience for Westside LA
44	Fort Irwin, CA	Government	US Army, Fort Irwin	Deputy Director, Public Works	US Army Desert Managers Group	Muhammad A.	Bari	HD CAG		Application submitted 1/18/13 via email.
45	Oak Hills, CA	Community Organizations / Grassroots	Academy for Grassroot Organizations / High Desert Resource Center	Vice President & COO	Association of Fundraising Professionals, President of DAC Enterprises, Inc., Alliance for Education, Goodwill Business Advisory Council	Debbie A.	Cannon	HD CAG	Michelle Spears, Victor Valley Chamber of Commerce	Application submitted 1/9/13 via email.

Community Advisory Groups (CAGs) for the I-10 and I-15 Corridor Projects - List of CAG Applicants

	REPRESENTATIVE FOR / AREA OF RESIDENCE	INDUSTRIES	ORGANIZATION	TITLE	OTHER AFFILIATIONS	FIRST	LAST	CAG Preference	REFERRED?	Date Submitted
46	Barstow, CA	Government	City of Barstow	Assistant City Manager	Rancho Cucamonga resident	Oliver	Chi	1) HD CAG; 2) WV CAG; 3) EV CAG		Application submitted 1/2/13 via email
47	Victorville, CA	Business	Self-Employed	Self-Employed	Apple Valley Chamber of Commerce, Board of Directors	Rick	Danzey	HD CAG;	Apple Valley Chamber	Application submitted 12/17/12 via email.
48	Hesperia, CA	Transit	Victor Valley Transit Authority	Executive Director		Kevin	Kane	HD CAG;		Application submitted 11/29/12 via email. Has previous CAG experience via 395 Corridor
49	Oak Hills, CA	Education	Hesperia Unified School District	President of Hesperia Teachers Association		Thomas J.	Kerman	HD CAG		Application submitted 1/4/13 via email
50	Apple Valley, CA	Business	Commercial Building	Owner / Self-Employed	Apple Valley Chamber of Commerce	Raghada	Khoury	HD CAG;	Janice Moore, CEO, Apple Valley Chamber of Commerce	Application submitted 12/17/12 via email.
51	Victorville, CA	Air Quality / Community Organizations	Mojave Desert Air Quality Management District	Air Quality Specialist / Grants Coordinator	Rotary Club Member, Car Club President, Gated SST Community	Holly	Noel	HD CAG		Application submitted 12/5/12 via email.
52	Victorville, CA	Business	Victor Valley Chamber of Commerce	President/CEO	Has worked with Tim Watkins and Duane Baker on the Leadership Victor Valley Program and Devore Interchange - Econ. Enhancement Forum	Michele	Spears	HD CAG		Application submitted 1/2/13 via email

Community Advisory Groups (CAGs) for the I-10 and I-15 Corridor Projects - List of CAG Applicants

	REPRESENTATIVE FOR / AREA OF RESIDENCE	INDUSTRIES	ORGANIZATION	TITLE	OTHER AFFILIATIONS	FIRST	LAST	CAG Preference	REFERRED?	Date Submitted
53	Apple Valley, CA	Business	BR Tinsley Inc. R.E. & Const	President & Owner		Bob	Tinsley	HD CAG	Referred by Apple Valley Chamber of Commerce	Application submitted 1/4/13 via fax
54	Apple Valley, CA	Education	Hesperia Unified School District	Elementary Principal / Coordinator of After School Programs	PTA's, HUSD Parent Advisory Groups, Delta Kappa Gamma (women educators), Retired Teachers Association, other teacher ad classified employee associations.	Carol	Whitton	HD CAG		Application submitted 12/20/12 via fax.

(East Valley / High Desert / West Valley)
Community Advisory Group (CAG)
Kick-Off CAG Meeting
February (19 / 20 / 21), 2013

AGENDA

I. CAG Member Introductions

II. CAG roles and responsibilities, protocols, objectives

III. CAG Meetings Schedule

IV. Overview of I-10 Project

A. Alternatives

- No Build Alternative
- One High Occupancy Vehicle Lane in Each Direction
- Two Tolled Express Lanes in Each Direction

B. Overview of policy assumptions for the I-10 Corridor Project

V. Overview of I-15 Corridor Project

VI. Introduction to the Express Lanes concept

VII. SANBAG's Outreach Program for Corridor Projects

A. Outreach Program Overview

B. Grassroots Canvassing / Obtain feedback from CAG Members

C. Stakeholder Interviews Process and Findings

VIII. Questions and Answers / General Team Discussion

IX. SANBAG Board agenda item(s) pertaining to the I-10 and I-15 corridor projects

X. Action Items

A. CAG Members will assist with the identification of local community groups for briefing opportunities, including those that the CAG member represents as well as other groups that they may know.

B. CAG members must share the information obtained at the meeting with members of representative groups and obtain feedback. The feedback will be shared at CAG Meeting #2.

C. Other action items may be identified.

BRD1302a2-gc

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 29

Date: February 6, 2013

Subject: Presentation by Dr. Gary Thomas, San Bernardino County Superintendent of Schools, about the Cradle to Career initiative of the Education Element Group of the Countywide Vision.

Recommendation:* Receive the information in the presentation and provide direction as appropriate.

Background: When the Countywide Vision was adopted, education was identified as an area of importance. An Education Group was formed that included leaders of primary, secondary and higher education. This group helped define the regional goal for education that was adopted by the SANBAG Board. This regional goal states: "Partner with all sectors of the community to support the success of every child from cradle to career."

County Superintendent of Schools Dr. Gary Thomas will provide some information on the state of education in San Bernardino County. He will also provide some thoughts on the steps needed to address this goal.

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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1302c-dab

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
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Minute Action

AGENDA ITEM: 30

Date: February 6, 2013

Subject: Federal Update

Recommendation:* Receive presentation by SANBAG's Federal Advocate, Steve Palmer.

Background:

Fiscal Cliff Relief

As the New Year began, Senate leaders announced they had reached a deal to avert the fiscal cliff. The Senate voted to pass the compromise, H.R. 8, The American Taxpayer Relief Act, by a vote of 89 to 8. The House then also acted to approve the measure, albeit by a much narrower vote. The measure permanently extends the Bush-era income and other tax cuts for taxable income up to $400,000 for individuals and $450,000 for couples, but allows tax rates to rise from 35 percent to 39.6 percent on incomes over that level. It also increases tax rates for capital gains and dividends on related income from 15 to 20 percent, and increases the estate tax from 35 to 40 percent. The bill extends long-term unemployment benefits for an additional year and prevents a 27 percent cut to Medicare reimbursement rates.

This deal ultimately approved by Congress avoided the much-feared across-the-board sequestration cuts resulting from the debt limit debate in 2011 and the resulting Budget Control Act. That law provided for $917 billion in 10-year savings by setting discretionary spending caps. After a special congressional panel was unable to identify another $1.2 trillion in savings, automatic cuts to achieve those savings with the first $109 billion were to occur in January 2013.

*

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

BRD1302a-wvs

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

General Federal Update

The 113th Congress was sworn in on January 3, 2013. January is primarily focused on caucus strategy planning for the coming year, with some exceptions for major issues including the fiscal cliff debate, debt ceiling votes, and other hearings.

Following November's election, SANBAG's federal delegation is now comprised of Senators Barbara Boxer and Diane Feinstein and House Representatives Judy Chu, Paul Cook, Gloria Negrete McLeod, Gary Miller, and Ed Royce. With a more dramatic change to our House representation, new members serving our region include Representatives Chu, Cook, McLeod, and Royce. The House and Senate leadership of both parties remain the same; however, there will be several changes to the leaders of the transportation authorizing and appropriations committees, as well as several relevant committees with jurisdiction on funding and financing issues.

In the House, these include:

- Transportation and Infrastructure - Congressman Bill Shuster (R-PA) will take over as the new Chairman, while Congressman Nick Rahall (D-WV) will continue to serve as Ranking Member. Chairman Shuster also announced this week that Congressman Tom Petri (R-WI) will serve as the Chairman of the Highways and Transit subcommittee, and Peter DeFazio (D-OR) will continue to serve as the Ranking Member.
- Homeland Security - Congressman Mike McCaul (R-TX) was selected as the new Chairman, while Congressman Bennie Thompson (D-MS) will continue to serve as Ranking Member.
- Appropriations - Congressman Hal Rogers (R-KY) will continue to serve as Chairman, while Congresswoman Nita Lowey (PARTY-STATE) was selected as the new Ranking Member. Tom Latham (PARTY-STATE) will continue to serve as the Transportation, Housing, and Urban Development subcommittee Chairman, and Ed Pastor (D-AZ) was named Transportation Subcommittee Ranking Member.
- Ways and Means - Congressman Dave Camp (R-MI) and Congressman Sander Levin (D-MI) will continue to serve as Chairman and Ranking Member, respectively.
- Budget - Congressman Paul Ryan (R-WI) and Congressman Chris Van Hollen (D-MD) will continue to serve as Chairman and Ranking Member, respectively.

In the Senate, transportation leaders include:

- Environment and Public Works - Senator Barbara Boxer (D-CA) will continue to lead the panel, while David Vitter (R-LA) will become the new Ranking Member.
- Banking - The Senate Banking, Housing and Urban Affairs Committee, which has jurisdiction over transit issues, will continue to be led by Chairman Tim Johnson (D-SD), while Senator Mike Crapo (R-ID) will take over as the new Ranking Member, replacing Senator Richard Shelby.
- Commerce, Science, and Transportation. The Senate Commerce Committee will continue to be led by Chairman Jay Rockefeller (D-WV), who will retire at the end of this Congress. The new Ranking Member will be Senator John Thune (R-SD).
- Homeland Security and Governmental Affairs - Tom Carper (PARTY-STATE) will be the new Chairman of the Committee, while Tom Coburn will serve as Ranking Member.
- Appropriations - Barbara Mikulski (D-MD) will serve as the new Chairman given the passing of former Chairman Sen. Inouye (D-HI). Richard Shelby (R-AL) will become the new Ranking Member. The Transportation Subcommittee will be chaired by Senator Patty Murray (D-WA) and Susan Collins (R-ME) will continue to serve as the Ranking Member.
- Finance - Senator Max Baucus (D-MT) will continue to serve as Chairman, and Senator Orrin Hatch (R-UT) will serve as Ranking Member.
- Budget - Senator Patty Murray (D-WA) will take over as Chairman, while Senator Jeff Session (R-AL) will be the Ranking Member.

Department of Transportation Secretary

As President Obama works to reorganize his Cabinet for his second term, the position of DOT Secretary will remain unchanged for the time being. U.S. Transportation Secretary Ray LaHood has said he will stay on for an indefinite period in President Obama's second term. Secretary LaHood has been Obama's principal advocate for the increased infrastructure spending that the President has said is needed to heal the U.S. economy.

Debt Ceiling

On Wednesday, January 23, 2013, the House passed H.R. 325, the "No Budget, No Pay" Act. The bill addresses the debt ceiling for an additional three months, preventing the U.S. from defaulting. It also includes a new provision attempting to tie Congressional pay to the passage of an annual budget—something the Senate has failed to do for several years. Although the White House has indicated it would sign the legislation, it is unclear if the Senate will take up the bill.

Although the measure does not directly impact transportation, a failure to reach a longer-term debt ceiling compromise may limit the ability of Congress to focus on other issues, including infrastructure needs.

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

Reviewed By: This item has not received prior committee review.

Responsible Staff: Wendy Strack, Director of Legislative Affairs

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 31

Date: February 6, 2013

Subject: Review of Council of Government Activities

Recommendation:* It is recommended that the Board of Directors review this information and provide direction to SANBAG staff as appropriate.

Background: The SANBAG Board of Directors has made it a priority to enhance SANBAG's role as a Council of Governments (COG). A workshop was held in August 2012 at which the Board discussed the role, funding, and structure of our COG. From this discussion three things became clear:

1. Most Board Members don't favor an increase in COG dues at this time.
2. There was no clear consensus on the structure that a COG should have to fulfill its role.
3. It was agreed that there was a strong correlation between what the Board identified as important issues that a COG should address and the Countywide Vision elements that have been adopted by the Board.

Though there was no consensus in August 2012 on a COG structure, it was still clear that the Board desired to continue to make progress in growing SANBAG as a COG. Staff came back to the Board in October 2012 with a proposed COG structure to use to facilitate SANBAG staff and Board action on COG items. There was a very healthy discussion but differences still existed and no consensus

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1302b-dab

was achieved. Rather than have the discussion on structure delay our COG work, SANBAG staff will continue to move forward using the existing Board and Committee structure as the forum for COG issues.

SANBAG staff has identified a number of COG related issues that can be worked on within the existing budget or that are self-funded. Some of these issues are already underway and part of SANBAG's existing work load while others are new initiatives.

Current COG Functions

Here is a list of functions that SANBAG has performed as a COG:

- Intergovernmental Coordination – This is the one forum where every city, as well as the County Board of Supervisors, meet on a regular basis to discuss issues of mutual concern. This helps bring the county together as a region to have a voice in the broader Southern California region, the state and the nation.
- Board Discussion of Regional Issues – Continue to bring to the full Board topics for their information and discussion that impact the entire region. Examples of future topics include "Impacts of the new healthcare law on our communities" and "Improving non-profit investment in San Bernardino County".
- Countywide Vision – Serve as the forum to discuss and develop the countywide vision and to help formulate and implement action items for achieving the vision (*also see COG New Initiatives below*).
- City/County Conference – Provides an annual forum for all elected local officials from the county to discuss issues of mutual concern as well as provide a forum to educate leaders on topics of importance to the region.
- City/County Manager's Technical Advisory Committee – This is the only forum for all city managers and the County CEO to meet. This body can serve to help develop and coordinate strategies for dealing with region-wide issues and new state mandates. It is also a forum where managers can identify new areas for cooperation and cost sharing. This body also serves as the basis of technical analysis of complex issues affecting local governments that can form the basis of information and recommendations with which to advise policy makers.
- Inland Empire Economic Quarterly – This is the only regular publication of economic analysis performed for the Inland Empire specifically. The information can be of value as public policies are considered.

- San Bernardino County Indicators Report – Continue to provide staff support and funding for the Indicator report to help provide data on our progress toward improving the quality of life in the region.
- Growth Forecasting – Prepare the growth forecast for the County and cities. The data is accessible to all jurisdictions to supplement their land use planning activities.
- Development Tracking – Monitor land use inventory and compare projected land use with actual development. This is a tool used as part of the growth forecast and the data is available to all jurisdictions.
- Air Quality Planning – Assist in air quality attainment efforts for the county so growth can continue. Help represent our county's local and unique needs with state and regional air quality agencies.
- Growth Mitigation (Congestion Management) – Manage countywide program to evaluate development impacts on regional transportation systems.
- Housing Policy (Regional Housing Needs Assessment) – Advocate for our region at SCAG as the RHNA numbers are developed.
- Endangered Species and other Environmental Mitigation – Complete the biological inventory for our transportation projects. Local agencies can use the inventory in their CEQA processes. Acquire environmental mitigation for regional transportation projects. Help satisfy CEQA and NEPA mitigation requirements so projects can move forward. Preserve habitat conservation areas that will enhance the quality of life for years to come.
- Data and GIS Mapping – Share Geographic Information System (GIS) data and mapping services with member agencies. Develop growth forecast and other data layers for use by all agencies.
- Greenhouse Gas Inventory (Sustainable Communities Strategy) – Prepare a regional Greenhouse Gas Inventory and environmental document that can be used by participating cities in the preparation of their general plans and in CEQA analysis for development projects.
- Housing (Foreclosure Prevention) – Helped fund foreclosure prevention seminars throughout the region.
- Energy Conservation (PACE Program) – The Property Assessed Clean Energy (PACE) Program is a regional program allowing property owners to finance energy efficiency and water conservation improvements through annual assessments on their property tax bill. Goal is to reduce overall energy and water expenditures by property owners, stimulate economic activity, reduce greenhouse gases, decrease energy consumption, and increase water conservation.

- Joint Solar Power Purchase Agreements – A program allowing government agencies to come together to save money by installing solar panels to provide power for their facilities. Working in collaboration participants will realize economies of scale and will be able to get better pricing than they would independently.
- Traffic Modeling – Responsible for preparing the traffic model for San Bernardino County. This model is the basis on which traffic studies prepared in each jurisdiction are based.

COG New Initiatives

Here is a list of proposed new initiatives that support or expand on previous efforts and provide new ways to discuss and address regional issues:

- Countywide Vision Work Program
  - Education Forum - Host a forum of cities, the county, school districts and other educational leaders on the "Cradle to Career" effort of comprehensive support for our children from pre-school until they enter the work force. This type of effort can't be successful in a vacuum and will involve all elements of the community.
  - Business Friendly Region – Facilitate the sharing of best practices among our agencies. Along with partners from the business community, develop a program to recognize and reward good government and business friendly practices (similar to the Orange County Business Council's "Turning Red Tape into Red Carpet" program).
  - Countywide Planning Effort – Work with the County and others on a central repository and forum for discussion of planning issues and data that impact the entire County (e.g. developable land inventory and water resources).
- Regional Forums – Host forums of government, business and other community leaders to discuss issues of importance in subareas of the County. The Executive Director has already started outreach with members to identify topics and work has begun to host an initial forum in the Morongo Basin.
- Air Quality Improvements – Continue from where the successful partnership with Ryder Truck left off in offsetting diesel emissions by bringing more CNG/LNG trucks into local fleets and helping to build fueling and maintenance facilities by finding a new partner. Ideally, working with AQMD and businesses operating out of the San Bernardino Rail Yard, grant opportunities can be found to introduce CNG/LNG trucks into the heart of urban San Bernardino County.

- Energy Leader Program – In cooperation with Edison, create a regional Energy Leader Program that assists agencies in improving their energy efficiency and rewarding those improvements with rebates to their energy bills.

The tasks listed above are wide ranging and staff believes that they can be accomplished within our budgetary constraint supplemented by resources and grants that are tied with some of the tasks. Staff will work under the policy direction of the current Board and committee structure to carry out this work program.

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

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TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 32

Date: February 6, 2013

Subject: Modifications to Contracting and Procurement Policy 11000, Contracting and Signature Authority for San Bernardino Associated Governments Executive Director

Recommendation:* Approve modifications to existing Contracting and Procurement Policy 11000, granting San Bernardino Associated Governments Executive Director or designee, contracting and/or signature authority as follows:

1. To release and advertise Requests for Proposals, Requests for Quotes and Invitations for Bids, for proposed contracts for which funding has been approved in SANBAG's Annual Budget, and which are estimated not to exceed $1,000,000;
2. To approve and execute all purchase orders and contracts up to $100,000; and
3. To approve and execute contract amendments that meet at least one of the following criteria:
   a) Amendments with zero dollar value;
   b) Amendments to exercise the option term(s) set out in contracts approved by the SANBAG Board of Directors; or
   c) Amendments that cumulatively do not exceed 50% of the original contract value or $100,000 individually whichever is less.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

BRD1302a-kmp

Background: San Bernardino Associated Governments (SANBAG) contracts and procurement staff have been working with the SANBAG Board of Directors (Board) Contract Ad Hoc Committee to review existing procurement processes and practices as well as identify potential changes to the existing Contracting and Procurement Policy. At their November 15, 2012, meeting the Contract Ad Hoc Committee discussed the need for the Executive Director to have additional contracting and signature authority thereby enhancing the Executive Director's ability to effectively manage issues requiring immediate attention and focus on daily operations, and aligning SANBAG's policy with other public agencies' policies. Currently, SANBAG's Board has delegated limited signature authority to the Executive Director for Purchase Orders (POs) only, and limited that authority to $50,000. The Executive Director does not have authority to sign contracts or amendments at any dollar amount. This current structure impedes the Executive Director's ability to manage day-to-day operations and results in an inefficient overall operational process. In order to meet critical deadlines, staff is limited to using POs instead of the approved form contracts, which provide broader legal protection for SANBAG (i.e. insurance, indemnity, etc.), when critical services are necessary and time restrictions do not permit going to the Board for approval of a contract.

The Contract Ad Hoc Committee requested that staff provide recommendations for their consideration. Staff prepared recommendations and presented that information to the Contract Ad Hoc Committee on December 13, 2012. The recommendations presented were based on the following considerations: a) comparison between SANBAG and other public agencies' delegations of authority; b) the size and nature of the procurement activities that SANBAG manages; and c) any state or federal regulatory limitations. Staff compiled information that details other agencies' delegation of contracting and signature authority, which is presented in Table A. In contrast to other agencies, SANBAG's Executive Director has very limited signature authority. Orange County Transportation Authority's (OCTA) Board delegates signature authority to the Chief Executive Officer on all Board actions. OCTA's contract staff has contracting and signature authority up to $250,000. San Diego Association of Governments (SANDAG) Board delegates all contract and signature authority to the Executive Director on all items that have been approved in their annual budget. In contrast, SANBAG's Board must approve all procurement actions with the exception of POs and sole source procurements up to $50,000, including the release of all Requests for Proposals (RFPs) and Invitations for Bids (IFBs), all amendments regardless of the dollar value, and all contracts. To accommodate the Committee and Board process, staff must factor an additional four to eight weeks into project schedules.

Staff also reviewed the total number of contracts that the Board approved during the last completed Fiscal Year of 2011/2012. That information is presented in Table B. As identified in Table B, approximately 29% of all contracts approved by the Board between July 1, 2011, and June 30, 2012, had a contract value of zero dollars. Most of these contracts were either a Memorandum of Understanding or Cooperative Agreement between SANBAG and another public agency detailing the roles and responsibilities the parties will be responsible for relative to a particular project. By granting the Executive Director authority to execute these contracts, project schedules could be reduced by four to eight weeks.

The Contract Ad Hoc Committee reviewed the information presented and provided staff direction to bring forth the recommendations presented in this Staff Report to the General Policy Committee to increase the signature and contracting authority of the Executive Director. This item was brought to the General Policy Committee for consideration on January 16, 2013. After the General Policy Committee unanimously approved the item, additional discussion between the Contract Ad Hoc Committee and staff occurred relative to Recommendation No. 1. At the January 17th Contract Ad Hoc Committee meeting, reconsideration of Recommendation No. 1 was discussed, to increase the dollar threshold at which the Executive Director can release RFPs, RFQs and IFBs from $500,000 to $1,000,000, for proposed contracts for which funding has been approved in SANBAG's Annual Budget. The rationale for this increase reflects two primary issues. First, RFPs, RFQs and IFBs released for contracts of $500,000 or less account for a small percentage of the administrative work load. Table C highlights the number of RFPs, RFQs and IFBs released by SANBAG. Increasing the threshold to $1,000,000 will still afford the Board of Directors the opportunity to approve the majority of RFPs, RFQs and IFBs. Second, OCTA has the most stringent threshold of other transportation agencies in the region relative to the release of RFPs, RFQs and IFBs. OCTA's threshold for Board approval of RFPs, RFQs and IFBs is $1,000,000. By increasing the dollar threshold from $500,000 to $1,000,000, staff can reduce project schedules four to eight weeks, by lessening the administrative work required to prepare agenda items for Committee and Board approval, and bring SANBAG in line with policies of our sister agencies.

The Board will still be approving the release of RFPs, RFQs and IFBs estimated to exceed $1,000,000, and all others that were not funded and identified in SANBAG's Fiscal Year budget. All contracts in excess of $100,000, including those that result from the release of the RFPs, RFQs and IFBs, would continue to be subject to review and approval by the Board.

Should the Board of Directors approve the recommendations presented herein, Policy No. 11000, Contracting and Procurement, will be amended and staff will

be provided with written guidance and appropriate training relative to the changes. The changes will be effective the date the Board takes action and will be applicable to all of SANBAG's contracting entities. Staff will also provide a monthly report to this General Policy Committee and Board of all procurement actions that the Executive Director has taken in the prior month.

Financial Impact: This item poses no financial impact of Fiscal Year 2012/2013 budget.

Reviewed By: An item was reviewed and recommended for approval by the Contract Ad Hoc Committee on December 13, 2012. The General Policy Committee reviewed and unanimously recommended that item for approval on January 16, 2013. Subsequently, on January 17, 2013, the Contract Ad Hoc Committee reviewed and recommended the item be modified to increase the dollar amount in Recommendation No. 1 to $1,000,000. SANBAG's General Counsel and Contract Administrator have approved this item as to form.

Responsible Staff: Kathleen Murphy-Perez, Contracts Manager

TABLE A

CURRENT AGENCY DELEGATION OF SIGNATURE AUTHORITY

Agency	Delegation of Authority to:	Contracting Authority	Signature Authority
SANBAG	Executive Director	Board approves all contracts, amendments and release of RFPs and IFBs	Up to $50,000 for POs and sole source. No authority to sign contracts or to release RFPs and IFBs
Orange County Transportation Authority (OCTA)	CEO Director of Contracts/Contracts Manager	Board approves contracts in excess of $250,000; Authorizes release of RFPs and IFBs over $1 Million	Executes all contracts approved by the BOD and authorizes release of RFPs and IFBs up to $1 Million. Executes all contracts up to $250,000*
San Diego Association of Governments (SANDAG)	Executive Director Staff**	If budgeted, Executive Director can approve and sign all contracts.	By adoption of a budget the Board authorizes the Executive Director to enter into all contracts and release all RFPs and IFBs. Up to $100,000 if unbudgeted. Up to $100,000
Riverside County Transportation Commission (RCTC)	Executive Director/CFO	Board approves contracts in excess of $50,000 for equipment/supplies and up to $100,000 for services***	Executes all contracts and authorizes the release of RFPs and IFBs

** This amount is stand alone and not cumulative*
***Delegations of authority to staff vary depending on the level of the staff. i.e. Sr. Manager, Jr. Manager etc.*
**** Certain cumulative limitations apply in the course of the Fiscal Year*

TABLE B

DOLLAR VALUE OF ALL CONTRACTS APPROVED BY SANBAG BOARD OF DIRECTORS FROM JULY 1, 2011 - JUNE 30, 2012

Dollar Value	Number of Contracts
$0	42
$1 - $100,000	12
$101,000 - $250,000	8
Above $250,000	83
TOTAL	**145**

TABLE C

TOTAL OF RFPs, RFQs AND IFBs RELEASED BETWEEN JULY 1, 2011 - CURRENT	
Less than $500,000	10
$500,000 - up to $1 Million	13
$1 Million and above	27
TOTAL CONTRACTS	**50**

TOTAL OF RFPs, RFQs AND IFBs RELEASED BETWEEN JANUARY 1, 2012 - DECEMBER 31, 2012	
Less than $500,000	9
$500,000 - up to $1 Million	8
$1 Million and above	20
TOTAL CONTRACTS	**37**

AGENCY REPORTS

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

Members of the Governing Board:

Chairman
Dr. William A. Burke
Speaker of the Assembly
Appointee

Vice Chairman
Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

Michael D. Antonovich
Supervisor, Fifth District
County of Los Angeles

John J. Benoit
Supervisor, Fourth District
County of Riverside

Michael A. Cacciotti
Councilmember, South Pasadena
Cities of Los Angeles County/
Eastern Region

Josie Gonzales
Supervisor, Fifth District
County of San Bernardino

Ronald O. Loveridge
Mayor, Riverside
Cities of Riverside County

Joseph K. Lyou, Ph.D.
Governor's Appointee

Judith Mitchell
Mayor Pro Tem, Rolling Hills Estates
Cities of Los Angeles County/
Western Region

Shawn Nelson
Supervisor, Fourth District
County of Orange

Dr. Clark E. Parker, Sr.
Senate Rules Appointee

Jan Perry
Councilmember, 9th District
City of Los Angeles Representative

Miguel A. Pulido
Mayor, Santa Ana
Cities of Orange County

January 9, 2013

To: Mayors and Councilmembers

From: Dennis R. Yates, Mayor/City of Chino
Vice Chairman, South Coast AQMD Governing Board
Representative, Cities of San Bernardino County

Attached is a Board Calendar item and outcome from the January 4, 2013 AQMD Governing Board meeting.

BOARD CALENDAR ITEM FROM THE JANUARY 4, 2013 BOARD MEETING

Execute Contracts for Emission Reduction Projects in Coachella Valley with Mitigation Fees from CPV Sentinel Project Provided Pursuant to AB 1318 (V.M. Perez)

AB 1318 established requirements for the expenditure of mitigation funds from the CPV Sentinel Energy Project power plant for emissions reductions projects, including the requirement that at least 30% of the mitigation funding is spent within "close proximity" of the power plant and at least 30% is spent in Environmental Justice (EJ) areas as defined in Rule 1309.1. The remaining 40% can be spent anywhere within the District, including areas outside of the Coachella Valley. In February 2012, however, the Board directed all funded projects be located in the Coachella Valley, and defined the "close proximity" and EJ criteria. The Board also released an RFP to announce the availability of funds and solicit proposals for emission reduction projects in the Coachella Valley. Seventy-five proposals were received totaling over $375 million in requested funding. This action is to execute contracts in total amount not to exceed the funds received from CPV Sentinel, less 5% administrative costs, from the AB 1318 Mitigation Fees Fund (Fund 58).

VOTES: 8 Yes, 0 No, 0 Abstain, 5 Absent

There are no public hearing items for the February 1st Board meeting.

Please find enclosed the January 2013 issue of the *AQMD Advisor*.

ADDITIONAL INFORMATION

SANBAG Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	J. Harrison	J. Harrison		
District 7 (San Bernardino, Highland)	L. McCallon	L. McCallon		
District 8 (Rialto, Fontana)	D. Robertson	D. Robertson		
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton			P. Eaton
District 10 (Chino, Chino Hills, Ontario)	E. Graham		E. Graham	
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	B. Jahn	B. Jahn		
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	Vacant (G. Coleman)	Vacant (G. Coleman)		
San Bernardino County	G. Ovitt			G. Ovitt
SANBAG Acting as County Transportation Commission	A. Wapner			A. Wapner
SANBAG Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Julie McIntyre Vacant (Mike Leonard) Ray Musser	Diane Williams Vacant (E. Scott)	R. McEachron Vacant (A. Wapner)

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years.

Stipend Summary

SCAG Regional Council members receive a $120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement ($150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a $120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 818 West 7th Street, 12th Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
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.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of $25,000 with notification to the Board of Directors.	Mike Leonard, Hesperia, Vice President (Chair) Janice Rutherford, Supervisor, President (Vice Chair) Larry McCallon, Highland, Past President <u>West Valley</u> L. Dennis Michael, Rancho Cucamonga Ed Graham, Chino Hills Dennis Yates, Chino Gary Ovitt, Supervisor <u>East Valley</u> Pat Morris, San Bernardino (Chair - CRTC) Richard Riddell, Yucaipa (Chair – MPC) James Ramos, Supervisor <u>Mountain/Desert</u> Julie McIntyre, Barstow (Chair - MDC) Jim Harris, Twentynine Palms Robert Lovingood, Supervisor	6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013
Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member	Pat Morris, San Bernardino* (Chair) Paul Eaton, Montclair* (Vice Chair) Pete Aguilar, Redlands Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland** L. Dennis Michael, Rancho Cucamonga Ray Musser, Upland James Ramos, Supervisor Richard Riddell, Yucaipa Alan Wapner, Ontario**	Indeterminate (6/30/2013) Indeterminate (6/30/2013) 12/31/2014 12/31/2013 12/31/2013 Indeterminate 12/31/2013 12/31/2013 12/31/2014 12/31/2014 Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Julie McIntyre, Barstow (Chair) Edward Paget, Needles (Vice Chair) Curt Emick, Apple Valley Jim Harris, Twentynine Palms George Huntington, Yucca Valley Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Robert Lovingood, Supervisor Ryan McEachron, Victorville James Ramos, Supervisor Janice Rutherford, Supervisor Cari Thomas, Adelanto	Indeterminate (6/30/2013) Indeterminate (6/30/2013) Indeterminate Indeterminate 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
Audit Subcommittee of the Administrative Committee In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.	The responsibilities of the Audit Subcommittee shall be to: • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.	Audit Subcommittee (for FY 2011-2012 Audit) - SANBAG President – Janice Rutherford, Supervisor - Vice President – Mike Leonard, Hesperia - Immediate Past President – Larry McCallon, Highland - Presidential Appointment – Walt Stanckiewitz, Grand Terrace
Ad Hoc Committee on Litigation with San Bernardino County Flood Control District In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development. In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.	Reviews and provides guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.	Pat Morris, San Bernardino, Chair Richard Riddell, Yucaipa Larry McCallon, Highland
Contracting Process In July 2012, the SANBAG Board President appointed this ad hoc committee to strengthen SANBAG's procurement policies and procedures.	Reviews SANBAG's contracting policies and procedures and makes recommendations to improve them.	Michael Tahan, Fontana - Chair Robert Lovingood, Supervisor Julie McIntyre, Barstow Walt Stanckiewicz, Grand Terrace Dennis Yates, Chino Alan Wapner, Ontario
Bylaws In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's bylaws and recommend changes to strengthen SANBAG's corporate governance	Reviews SANBAG's bylaws and make recommendations to the Board on any necessary changes.	Rhodes "Dusty" Rigsby, Loma Linda - Chair Pat Morris, San Bernardino Mike Leonard, Hesperia Larry McCallon, Highland
Budget Process In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG's budget to elected officials and the general public.	Reviews SANBAG's budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.	Pete Aguilar, Redlands - Chair Kevin Ryan - Principal Transportation Planner, City of Fontana Sam Racadio – Council Member, City of Highland Mike Podegracz, P.E. – City Manager, City of Hesperia

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.	SANBAG's Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SANBAG's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SANBAG.
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities: (1)Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4)Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.	Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.	The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff. Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT, at SANBAG.

SANBAG Acronym List

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments

Governments
SANBAG
Working Together

MISSION STATEMENT

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

- Improve cooperative regional planning

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

- Strengthen economic development efforts

- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996