

AGENDA

Board of Directors Metro Valley Study Session

February 14, 2013

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

Location:

SANBAG Offices
The Super Chief Room
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

Board of Directors

Valley Representatives

Study Session Chair

Dick Riddell, Council Member
City of Yucaipa

Study Session Vice-Chair

Michael Tahan, Council Member
City of Fontana

Dennis Yates, Mayor
City of Chino

Ed Graham, Vice Mayor
City of Chino Hills

Frank Navarro, Council Member
City of Colton

Walt Stanckiewitz, Mayor
City of Grand Terrace

Larry McCallon, Mayor
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul M. Eaton, Mayor
City of Montclair

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Pete Aguilar, Mayor
City of Redlands

Deborah Robertson, Mayor
City of Rialto

Pat Morris, Mayor
City of San Bernardino

Ray Musser, Mayor
City of Upland

Mountain/Desert Representatives

Cari Thomas, Mayor
City of Adelanto

Curt Emick, Council Member
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Bill Jahn, Council Member
City of Big Bear Lake

Mike Leonard, Council Member
City of Hesperia

Edward Paget, Mayor
City of Needles

Jim Harris, Council Member
City of Twentynine Palms

Ryan McEachron, Mayor
City of Victorville

George Huntington, Council Member
Town of Yucca Valley

County Board of Supervisors

Robert Lovingood, First District
Janice Rutherford, Second District

James Ramos, Third District
Gary Ovitt, Fourth District

Josie Gonzales, Fifth District

SANBAG

Ray Wolfe, Executive Director
Eileen Teichert, SANBAG Counsel

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

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

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

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

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

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

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

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

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

**Board of Directors
Metro Valley Study Session**

**February 14, 2013
9:00 a.m.**

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

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

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

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

**1. Possible Conflict of Interest Issues for the SANBAG Board of Directors Pg. 11
Metro Valley Study Session Meeting February 14, 2013.**

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

Consent Calendar

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

2. Board of Directors Metro Valley Study Session Attendance Roster Pg. 16

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

Notes/Action

3. **Construction Contract Change Orders to on-going SANBAG Construction Contracts with Ortiz Enterprises Inc., Brutoco Engineering and Construction, Skanska/Rados A Joint Venture, Bador Construction Company, Inc., Riverside Construction Company, Inc. and Security Paving Company, Inc.** Pg. 18

Review and ratify change orders. Garry Cohoe

Discussion Calendar

Project Delivery

4. **Right-of-Way Appraisals and Acquisitions for the Interstate 15/Interstate 215(I-15/I-215) Devore Interchange Reconstruction Project** Pg. 20

That the following be reviewed and recommended for final approval by the Board of Directors acting in its capacity as the San Bernardino County Transportation Commission (Commission) at a regularly scheduled Board meeting:

1. Approve appraisals and just compensation on properties needed for the I-15/ I-215 Devore Interchange Reconstruction Project listed in Attachment "A" ("Properties") of this agenda item, copies of which are on file with the Director of Project Delivery.
2. Authorize acquisition of the Properties in a not-to-exceed additional aggregate total of \$40,000, increasing the total allowance for property acquisitions for the project to \$16,545,000.
3. Authorize the Executive Director or his designee to act on behalf of the Commission in signing Purchase & Sale Agreements and other documents deemed necessary or convenient that are approved as to form by General Counsel or her designee for the Properties with the Property Owners, consistent with the procedure set out in SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507). Property owners: ACF Disposition LLC (Alliance Bank Capital Funding, LLC) and Denise M. Leonhardt. **Garry Cohoe**

This item is also scheduled for review by the Mountain Desert Committee on February 15, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the standard contract.

5. Interstate 15 (I-15) Base Line Road Interchange Improvements

Pg. 24

That the following be reviewed and recommended for final approval by the Board of Directors acting in its capacity as the San Bernardino County Transportation Authority at a regularly scheduled Board meeting:

1. Approve a budget amendment to add new task number 0892 for the I-15 Base Line Road Interchange Improvement Project and amend the current fiscal year budget to include \$100,000 for construction management and SANBAG staff fees; and

2. Authorize staff to release Request for Proposal No. C13033 for Construction Management, Materials Testing, and Construction Surveying and Public Outreach services associated with the construction of the I-15 Base Line Road Interchange Project. **Paula Beauchamp**

This item is not scheduled for review by any other Policy Committee or Technical Advisory Committee. SANBAG General Counsel and Contract Administrator have reviewed this item and agreements in draft.

6. Utility agreement with AT&T Corp. (ATT) for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Project

Pg. 46

That the following be reviewed and recommended for approval by the Board of Directors acting in its capacity as the San Bernardino County Transportation Commission, at a regularly scheduled Board meeting:

1. Approve Utility Agreement No. C13118 with AT&T Corp. for relocation of fiber optic utilities for the I-215 Bi-County High Occupancy Vehicle Project in the amount of \$468,000.

2. Approve a 25% contingency amount for Utility Agreement No. C13118 of \$117,000 and authorize the Executive Director or designee to release contingency as necessary for the project. **Garry Cohoe**

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

7. Railroad Construction and Maintenance Agreement for the Colton Quiet Zone Project Pg. 55

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

1. Approve three-party Construction and Maintenance Agreement No. C12007 with the BNSF Railway Company and the City of Colton for rail improvements at Valley Boulevard and Olive Street crossings, with San Bernardino Associated Governments responsible to contribute \$1,887,889 in Measure I 1990 Valley Fund - Major Projects, which is the estimated cost for the construction of the improvements.

2. Approve a 10% contingency amount for Construction and Maintenance Agreement No. C12007 of \$189,000 and authorize the Executive Director or designee to release contingency as necessary for the project.

Garry Cohoe

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Contract.

8. Interstate 10 (I-10)/Cherry Avenue Interchange Project Pg. 102

That the following be reviewed and recommended for final approval by the Board of Directors, acting in its capacity as the San Bernardino County Transportation Authority, at a regularly scheduled Board meeting:

Approve Amendment No. 2 to Right-of-Way Cooperative Agreement C10191 with the City of Fontana and the County of San Bernardino for the I-10/Cherry Avenue Interchange Right-of-Way Capital and Support costs increasing the original contract amount by \$3,000,000, for a new contract value of \$12,503,000, with SANBAG's contribution increasing by \$1,515,000 for a total contribution of \$5,161,000. **Paula Beauchamp**

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

9. San Bernardino Valley Coordinated Traffic Signal System Tier 3 & 4 Maintenance and Monitoring Pg. 112

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

Award Contract No. C12027 with Advantec Consulting Engineers Inc. for San Bernardino Valley Coordinated Traffic Signal System Tier 3 & 4 Maintenance and Monitoring in an amount not-to-exceed \$800,000.

Garry Cohoe

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

10. Pepper Avenue Extension Project in the City of Rialto Pg. 123

That the following be reviewed and recommended for approval by the Board of Directors, acting in its capacity as the San Bernardino County Transportation Authority, at a regularly scheduled Board meeting:

1. Approve Amendment No. 5 to Cooperative Agreement No. C00067 with the City of Rialto to revise the construction completion date of the Pepper Avenue Extension Project from April 1, 2013 to December 28, 2013.

2. Approve Cooperative Agreement No. C13076 with the City of Rialto for the extension of Pepper Avenue to Highland Avenue in the amount of \$371,500, \$322,000 of which will be invoiced to San Bernardino Associated Governments by the City of Rialto for San Bernardino Associated Governments' capital share. **Garry Cohoe**

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

11. State Route 210 (SR-210)/Base Line Interchange Project Preliminary Engineering and Environmental Document Contract Pg. 148

That the following be reviewed and recommended for final approval by the Board of Directors acting in its capacity as the San Bernardino County Transportation Authority at a regularly scheduled Board meeting:

1. Approve Amendment No. 1 to Contract C12137 with URS Corporation for the preparation of the SR-210/Base Line Interchange Project Preliminary Engineering and Environmental Document. The Amendment will increase the existing contract by \$942,982.00 for a not-to-exceed total amount of \$3,994,953.00.

2. Approve a contingency amount for Contract C12137 of \$300,000.00, Task No. 0887, Measure I Valley Fund – Freeway Projects and authorize the Executive Director or designee to release contingency as necessary for the project. **Garry Cohoe**

This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and the Amendment as to form.

12. Hunts Lane Grade Separation Project Pg. 157

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

Approve Amendment No. 1 to Contract No. C11185 with Caltrop Corporation for Construction Management Services on the Hunts Lane Grade Separation Project revising the Period of Performance to January 31, 2015, modifying "Attachment B" "Billing Rate Schedule for a reduction in the contract amount by \$125,000.00 for a new revised not to exceed contract total of \$2,683,236.00. **Garry Cohoe**

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

13. Revised Trade Corridors Improvement Fund and State Local Partnership Program Project Funding Plan Pg. 165

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

1. Approve cancellation of the \$21.766 million Trade Corridors Improvement Fund Letter of No Prejudice with the California Transportation Commission for the I-10 Citrus Avenue Interchange.
2. Approve the following programming changes for the South Milliken Avenue Grade Separation project in the City of Ontario:
 - a. Increase Trade Corridors Improvement Fund program funds by \$10.531 million from \$14.521 million to \$25.052 million;
 - b. Reduce both State Local Partnership Program funds and Measure I Major Street Program funds by \$6.826 million each from \$17.656 million each to \$10.831 million each.
 - c. Increase City of Ontario local share by \$3.12 million from \$12.433 million to \$15.553 million as reimbursement for a local share loan on the North Milliken Grade Separation project, and direct staff to amend the North Milliken Grade Separation project funding agreement to reflect this reimbursement.
3. Approve the following programming changes for the Laurel Avenue Grade Separation project in the City of Colton:
 - a. Increase Trade Corridors Improvement Fund program funds by \$11.235 million from \$11.917 million to \$23.152 million;
 - b. Remove \$18.433 million Traffic Congestion Relief Program funds from the construction phase of the project;
 - c. Add \$7.198 million Measure I Major Street Program funds.
4. Increase State Local Partnership Program funds on the Downtown San Bernardino Passenger Rail Project by \$6.826 million from \$4.095 million to \$10.921 million. **Andrea Zureick**

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

Public Comments**Additional Items from Committee Members****Director's Comments****Brief Comments by General Public**

Additional Information

Acronym Listing

Pg. 170

ADJOURNMENT

**The next Board of Directors Metro Valley Study Session will be:
March 14, 2013**

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

Meeting Procedures and Rules of Conduct

Meeting Procedures

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

Accessibility

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

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

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

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

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

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

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

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

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

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008



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

Minute Action

AGENDA ITEM 1

Date: February 14, 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:

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A	C12224	Ortiz Enterprises, Inc. <i>Patrick A. Ortiz</i>	Alcorn Fence Company Bithell, Inc. Cal-Stripe, Inc. CGO Construction Cooper Engineering Coral Construction

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Approved
 Board Metro Valley Studay Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.
 MVSS1302z-gc

3-A (Cont.)	C12224		Coreslab Structures Diversified Landscape Griffith Company Harber Companies Hardy & Harper Hydro Sprout Integrity Rebar Placers L. Johnson Lincoln Pacific Mahaffey Companies Rogan Concrete Coring & Sawing SRD Engineering, Inc. Statewide Traffic Safety & Signs Superior Gunite Truesdell Corporation West Coast Welding, Inc.
3-B	C12036	Brutoco Engineering and Construction, Inc. <i>Andy Acosta</i>	A.C. Dike Company ACL Construction, Inc. Alcorn Fence Company All American Asphalt AVAR Construction Systems, Inc. Cal-Stripe, Inc. Castle Walls LLC CGO Construction Company, Inc. Coffman Specialties, Inc. Cooper Engineering, Inc. C.P. Construction Company, Inc. Diversified Landscape Company Dywidag Systems International Griffith Company Harber Companies, Inc. Integrity Rebar Placers KEC Engineering KRC Safety Co., Inc. Leinaia's Transportation

3-B (Cont.)	C12036		S.D. Precast Concrete, Inc. dba Pomeroy Sully-Miller Contracting Company Treesmith Enterprises, Inc. Truesdale Corporation of California Visual Pollution Technologies West Coast Boring, Inc.
3-C	C09196	Skanska/Rados Joint Venture <i>Chad Mathes</i>	All American Asphalt Anderson Drilling CGO Construction Chrisp Company Coffman Specialties Cleveland Wrecking CMC Fontana Steel D C Hubbs Dywidag-Systems Int. Elmore Pipe Jacking Foundation Pile Inc. Gerco Contracting Giken America Corp. Robert B. Longway Malcolm Drilling Co, Inc. Merli Concrete Pumping Modern Alloy MSL Electric Inc. Olivas Drilling Pacific Restoration Group Penhall Pomeroy Reycon Construction, Inc. Southwest V-ditch Statewide Safety & Sign Steve Bubalo Construction Valley Concrete Placing, Inc. VP Vertical Earthwork

3-D	C10190	Beador Construction <i>David Beador</i>	Cooper Engineering Cal-Stripe, Inc. CGO Construction Bay Area Drill Golden State Boring United Steel Placers Diversified Landscape DC Hubbs Competitive Edge Electrical Murphy Industrial Coatings Sun Quest General Engineering V-Ditch Construction
3-E	C12010	Riverside Construction Inc. <i>Donald M. Pim</i>	Alcorn Fence Company Anderson Drilling Avar Construction Cal-Stripe, Inc. Coral Construction Diversified Landscape, Inc. Foundation Pile Hardy & Harper Integrity Rebar Placers L. Johnson Construction Lincoln Park Surina Construction
3-F	C13001	Security Paving Company, Inc. <i>Joseph Ferndino</i>	Cal-Stripe, Inc. Pacific Restoration Group Statewide Traffic Safety and Signs Flatiron Electric Group, Inc. Tahlequah Steel, Inc. DYWIDAG Systems International Crown Fence Company Tipco Engineering, Inc.

4	<u>APN#</u> 0348-141-23 0348-141-24 0349-166-13	<u>Property Owner:</u> Denise M. Leonhardt “” “” ACF Disposition LLC	None
6	C13118	ATT Corp. <i>Vicki D. Hood</i>	None
7	C12007	BNSF Railway Company <i>John Shurson</i>	None
9	C12027	Advantec Consulting Engineers, Inc. <i>Leo Lee</i>	Republic ITS Hartzog & Craybill, Inc.
11	C12137	URS Corporation <i>Richard DeHart</i> <i>Jeff Chapman</i>	CNS Engineers, Inc. ICF International Psomas Epic Land Solutions Value Management Strategies, Inc
12	C11185	Caltrop Corporation Dave Saber	Hernandez, Kroone & Associates T.Y. Lin International Leighton and Associates

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 METRO VALLEY STUDY SESSION 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 Lovingood Board of Supervisors	X											
Cari Thomas City of Adelanto												
Curt Emick Town of Apple Valley												
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												
Michael Tahan City of Fontana	X											
Walt Stanckiewicz City of Grand Terrace	X											
Mike Leonard City of Hesperia												
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.

BOARD OF DIRECTORS METRO VALLEY STUDY SESSION 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												
Alan Wapner City of Ontario												
L. Dennis Michael City of Rancho Cucamonga												
Pete Aguilar City of Redlands												
Deborah Robertson City of Rialto												
Patrick Morris City of San Bernardino	X											
Jim Harris City of Twentynine Palms												
Ray Musser City of Upland												
Ryan McEachron City of Victorville												
Dick Riddell City of Yucaipa	X											
George Huntington Town of Yucca Valley												



- 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 14, 2013

Subject: Construction Contract Change Orders to on-going SANBAG Construction Contracts with Ortiz Enterprises Inc., Brutoco Engineering and Construction, Skanska/Rados A Joint Venture, Beador Construction Company, Inc., Riverside Construction Company, Inc. and Security Paving Company, Inc.

Recommendation: * Review and ratify change orders.

Background: Of SANBAG's fifteen on-going Construction Contracts, six have had Construction Change Orders (CCO's) approved since the last reporting to the Board Metro Valley Study Session. The CCO's are listed below.

- A. CN 12224 with Ortiz Enterprises, Inc. for the construction of the I-10 Cherry Interchange project: CCO No. 3 (\$20,000.00 increase to compensate the contractor for the shared cost of maintaining storm water pollution prevention measures).
- B. CN 12036 with Brutoco Engineering and Construction, Inc. for construction of the I-10 Citrus Interchange project: CCO No. 16 (\$2,911.33 increase to compensate the contractor for extra work required due to conflicting information on the drainage plans for the connection of Drainage System No. 15 to Drainage System No. 1) and CCO No. 18 (\$32,840.80 decrease due to changes in the staging of the work, keeping the west bound on ramp open to traffic, allowing the contractor to use Jointed Plain Concrete Pavement in lieu of Rapid Strength Concrete as

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.
 MVSS1302a-tk

shown on the plans. This change is the result of Value Engineering Cost Proposal No. 5).

- C. CN C09196 with Skanska/Rados A Joint Venture for the construction of the I-215 Segments 1 and 2 project: CCO No. 1 Supplement 6 (\$205,000.00 increase for additional funds for maintaining traffic control for public convenience as directed by Engineer in accordance as with the Special Provisions) and CCO 62 Supplement 1 (\$574,911.32 increase to compensate the contractor for added costs to comply with the new Construction General Permit stormwater pollution prevention requirements mandated by the State Water Resources Control Board).
- D. CN 10190 with Beador Construction Company, Inc. for construction of the I-10 West Bound Lane Addition project: CCO No. 35 (\$12,515.50 increase for additional traffic control directed by Engineer to maintain traffic for public convenience as required for adding Stage 5A to the Construction Staging Plans due to conflicts with construction of the Yucaipa Boulevard off ramp).
- E. CN 12010 with Riverside Construction Company, Inc. for the construction of the I-15 La Mesa/Nisqualli Interchange project: CCO No. 4 (\$37,102.70 decrease for the deletion of Retaining Wall 6-7 due to conflicts between existing block wall and actual location of underground Verizon duct bank) and CCO No. 29 (\$10,665.00 decrease to replace drainage inlet grates to be bicycle compliant).
- F. CN 13001 with Security Paving Company, Inc. for the I-15 Ranchero Road Interchange project: CCO No. 1 (\$30,000.00 increase to add signage and provide flagmen to maintain traffic for public convenience as directed by Engineer in accordance with the Standard Specifications and the Special Provisions); CCO No. 2 (\$20,600.00 increase for the contractor's share for Partnering in accordance with the Special Provisions); CCO No. 3 (\$5,000.00 increase to provide additional for dust control as directed by Engineer per Special Provisions) and CCO No. 4 (\$8,000.00 increase to compensate the contractor for use of trainees and apprentices as provided for in the Special Provisions per federal requirements).

Financial Impact: This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. Task No's. 0826, 0838, 0862, 0888 and 0890.

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

Responsible Staff: Garry Cohoe, Director of Project Delivery



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

Minute Action

AGENDA ITEM: 4

Date: February 14, 2013

Subject: Right-of-Way Appraisals and Acquisitions for the Interstate 15/Interstate 215(I-15/I-215) Devore Interchange Reconstruction Project

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

1. Approve appraisals and just compensation on properties needed for the I-15/ I-215 Devore Interchange Reconstruction Project listed in Attachment "A" ("Properties") of this agenda item, copies of which are on file with the Director of Project Delivery.

2. Authorize acquisition of the Properties in a not-to-exceed additional aggregate total of \$40,000, increasing the total allowance for property acquisitions for the project to \$16,545,000.

3. Authorize the Executive Director or his designee to act on behalf of the Commission in signing Purchase & Sale Agreements and other documents deemed necessary or convenient that are approved as to form by General Counsel or her designee for the Properties with the Property Owners, consistent with the procedure set out in SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507). Property owners: ACF Disposition LLC (Alliance Bank Capital Funding, LLC) and Denise M. Leonhardt.

*

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	CTC	X	CTA	SAFE	CMA
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Check all that apply.

MVSS1302e-ds

<http://portal.sanbag.ca.gov/mgmt/committee/mvss/mvss2013/mvss1302/AgendaItems/MVSS1302e-ds.xlsx>

Background:

The Commission, in conjunction with Caltrans is proceeding with the right-of-way phase of the I-15/I-215 Devore Interchange Reconstruction Project (Devore Interchange Project). Cooperative Agreement No. C11103 with Caltrans was approved for this phase of the project at the June 1, 2011, Board meeting and was amended at the March 7, 2012, Board meeting. In this agreement the San Bernardino Associated Governments (SANBAG) acting in its capacity as the Commission is designated as the implementing agency for the appraisal, acquisition, and management of the right-of-way properties needed for this important design-build project. The approved agreement commits up to \$50,353,825 in Measure I 2010-2040 Cajon Pass funds for the acquisition of right-of-way, utility relocations, Caltrans right-of-way engineering and condemnation work, and mitigation expenses. At the June 6, 2012, SANBAG Board meeting, the Board approved appraisals and authorized making offers on 15 parcels for an aggregate not-to-exceed amount of \$3,000,000; at the July 11, 2012, SANBAG Board meeting, the Board approved appraisals and authorized making offers on an additional 31 parcels for an aggregate not-to-exceed amount of \$1,610,000; at the August 1, 2012, SANBAG Board meeting, an additional 62 parcels for an aggregate \$9,930,000 was approved; at the September 5, 2012, SANBAG Board meeting, an additional 18 properties were approved at an aggregate \$1,625,000, at the October 3, 2012 SANBAG Board meeting, an additional 3 properties were approved at an aggregate \$165,000, and at the January 9, 2013 Board meeting, an additional two (2) properties were approved for an aggregate \$175,000, bringing the total authorized amount to \$16,505,000.

Recommendation 1: SANBAG's right-of-way consultant, Overland, Pacific and Cutler (OPC) Services, has been proceeding with acquisition of properties for this project. Two small partial acquisitions have been identified which also need to still be acquired. In both cases it is a small sliver of a residential property which needs to be acquired to accommodate the freeway widening.

The two properties are summarized in Attachment "A" and include fee takes and easements with a total additional estimated value of \$40,000 above the previously approved appraisals. The estimated cost includes the property acquisition costs and a contingency of approximately 20%. Copies of these revised appraisals are on file with the Director of Project Delivery. These appraisals have been reviewed by a senior appraiser and by SANBAG's independent right-of-way advisor for compliance with necessary processes and meeting fair compensation requirements. In addition, Caltrans has reviewed and approved these appraisals. Staff recommends approval of these appraisals.

Recommendation 2: Staff requests that the Board authorize proceeding with offers of acquisition for all properties identified in Attachment "A" for an additional aggregate amount of \$40,000. The addition of the funds for these

properties increases the total authorized amount for property acquisition for this project to \$16,545,000.

The Board should be aware that while condemnation actions for these properties is a last resort and SANBAG's consultant will make every reasonable attempt to avoid such actions, there is a potential that these properties may need to be acquired through eminent domain proceedings. Per the cooperative agreement, all resolution of necessity hearings will be coordinated by Caltrans through the California Transportation Commission (CTC).

Recommendation 3: Acquisition of these properties in a timely manner is critical to maintaining the planned construction schedule for the project. To assist in maintaining the schedule, staff is recommending that the Board authorize the Executive Director or his designee to act on behalf of the Commission in signing Purchase & Sale Agreements and other documents deemed necessary or convenient and that are approved as to form by General Counsel, similar to the procedure used pursuant to SANBAG Valley Freeway Program Policy No. 40004 (reference: Administrative Settlement Policy No. 34507).

This Board-approved policy establishes a standard administrative process for acquisition of right-of-way whereby the Executive Director is authorized to pursue acquisitions utilizing certain factors, such as an available appraisal, the inexact nature of the process by which just compensation is determined through legal processes, and the impact of such acquisitions through voluntary settlement on the project-wide perspective, including, e.g., project deadlines and funding issues.

A standard agreement and easement generally in the format that is consistent with the Caltrans standard template and their standard supplemental clauses will be used for these acquisitions and previously approved project acquisitions with the Commission signing the agreements as buyer, not Caltrans. The final documents will be approved as to form by SANBAG's General Counsel or her designee prior to presenting to the Executive Director for signature. Pursuant to the cooperative agreement the property will be acquired in Caltrans' name, but the agreement will be signed by the Commission and paid for by the Commission.

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

Reviewed By: This item is also scheduled for review by the Mountain Desert Committee on February 15, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the standard contract.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Devore ROW Parcels for Acquisition

Attachment A

Caltrans Parcel No. (CPN)	APN(s)	Owner	Type
22606	0348-141-23 0348-141-24	Denise M. Leonhardt	Temporary Construction Easement and Part-Take
22650	0349-166-13	ACF Disposition LLC	Part-Take



- 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 14, 2013

Subject: Interstate 15 (I-15) Base Line Road Interchange Improvements

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

1. Approve a budget amendment to add new task number 0892 for the I-15 Base Line Road Interchange Improvement Project and amend the current fiscal year budget to include \$100,000 for construction management and SANBAG staff fees; and
2. Authorize staff to release Request for Proposal No. C13033 for Construction Management, Materials Testing, and Construction Surveying and Public Outreach services associated with the construction of the I-15 Base Line Road Interchange Project.

Background: The I-15 Base Line Road Interchange Improvement project is identified in the San Bernardino Associated Governments (SANBAG) Development Mitigation Nexus Study dated November 2, 2011. The I-15 Base Line Road Interchange is priority seven in the Measure I 2010-2040 Valley Freeway Interchange Program. The environmental, design, and right-of-way phases being led by the city are nearing completion. With the completion of these phases, the project will be ready to go

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

MVSS1302a-pb

Attachment: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Requests for Proposals RFPs/RFP13033.docx>

to construction. The City of Rancho Cucamonga has requested that SANBAG take the lead on the construction phase.

We are currently preparing agreements with the City and Caltrans and follow-up actions will be brought forward to the Board for their consideration next month. These are: the construction cooperative agreement, the advance expenditure agreement, and the escrow agreement between SANBAG and the City, and the construction cooperative agreement between SANBAG and Caltrans.

Recommendation No. 1: The I-15 Base Line Road Interchange project is not included the current fiscal year budget. Therefore, it is recommended that the Board of Directors approve a new Task No. 0892 and a budget amendment allocating \$100,000 of City of Rancho Cucamonga funds to the task. Charges will include SANBAG staff time involved in procurement and constructability review charges by the future contracted construction management firm.

Recommendation No. 2: The service of a construction management consultant is required prior to a construction contract being awarded. The consultant will provide construction management, inspection, materials testing, public outreach and construction surveying services for this project. The consultant will also provide constructability reviews, assist with advertising the project for construction, and other preconstruction activities as required. To meet the project schedule, staff is requesting the release of RFP C13033, with construction of the interchange commencing late 2013.

Staff requests approval of the two recommendations.

Financial Impact: This is a new task number, 0892, and requires a budget amendment of \$100,000 of (Local) City of Rancho Cucamonga funds for the current fiscal year.

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

Responsible Staff: Paula Beauchamp, Project Delivery Manager

ATTACHMENT A

SCOPE OF WORK

INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
 - 1. Pre-construction Services
 - 2. Bid Process
 - 3. Project Administration
 - 4. Construction Coordination
 - 5. Construction Inspection
 - 6. Project Support
 - 7. Cost and Schedule
 - 8. Change Orders and Claims
 - 9. Safety
 - 10. Project Close Out
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO BE FURNISHED BY SANBAG
- G. STANDARDS
- H. AVAILABILITY AND WORK HOURS
- I. LIMITATIONS TO AUTHORITY
- J. THIRD PARTY RELATIONSHIPS
- K. CONSTRUCTION SITE SAFETY
- L. BASIS FOR SURVEY AND MONUMENT MARKING
- M. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino County Transportation Authority (SANBAG) will utilize the services of CONSULTANT to support the construction activities for the Project. The CONSULTANT will provide construction management, materials testing, construction surveying and public outreach for the Project. A description of the Project is given below.

I-15 Baseline Road Interchange Project

The construction project is located along Baseline Road at Interstate 15 (I-15) in the City of Rancho Cucamonga and the City of Fontana. The purpose of this project is to reduce congestion and improve traffic flow on Baseline Road and also the adjoining ramps for the interchange. To achieve this goal, the project proposes to widen Baseline Road and East Avenue to its ultimate configuration to conform to the General Plans for both the City of Rancho Cucamonga and the City of Fontana, to modify the four diamond interchange ramps, and to construct the southbound loop on-ramp.

The proposed improvements consist of reconstructing the interchange as a partial cloverleaf configuration. Modifications are to be made to the southbound (SB) and northbound (NB) on-ramps to accommodate the projected 2030 peak hourly traffic. The NB on-ramp is to be modified to two lanes to receive dual left turn lanes from the eastbound (EB) Baseline Road. The southbound off-ramp would be reconstructed as a two-lane exit at I-15 to expand to a four lane ramp at its terminus at Baseline Road. This ramp is being realigned northerly to accommodate a new southbound loop on-ramp. The northbound off-ramp, that utilizes the existing East Avenue Undercrossing Bridge, is to be widened to accommodate the two-lane off-ramp. Two new bridges and one bridge widening will be required.

Baseline Road will be widened from two lanes in each direction to three lanes in each direction. East Avenue will be widened from one lane in each direction to two lanes in each direction. This widening of Baseline Road is to its ultimate configuration. This widening will require tie-back retaining walls below the I-15 Bridge.

SANBAG intends to advertise, award and administer one construction contract for this project. The successful consultant firm will provide the construction management and support services.

Services

Services are anticipated to generally include, but are not limited to the following: participation in the evaluation of scheduling of the proposed project; constructability review; construction project advertising, bid analysis, and award; construction inspection; construction surveying, materials testing, source inspection, landscape inspection, contractor interface and contract administration; office engineering; public outreach services and other assorted duties as appropriate in managing construction of the improvement project.

It is expected that the Consultant will assign a full-time Resident Engineer to coordinate all contract and personnel activities for all phases of construction. Other Resident Engineer(s) and inspection personnel may be assigned to direct and coordinate all project specific field activities and responsibilities as needed for satisfactory performance on the project. The Resident Engineer and every Resident Engineer assigned for this project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal through the duration of the contract. The Consultant is expected to provide a Survey Project Manager, Materials Testing/Source Inspection Project Manager, and Landscape Architect to administer the

construction support services requested herein and to assign qualified field personnel to perform the requested services. Furthermore, the Consultant shall provide a public outreach liaison to assist the Authority's Public Information Office, the City of Rancho Cucamonga and the City of Fontana in implementing the Public Outreach Program established for this project.

Insofar as the Consultant's approach described in the Proposal, the scope of responsibility and the total number of personnel assigned to each phase is left to the discretion of the Consultant. The Proposal shall include a staffing plan, an organization chart and a resource loaded schedule that establish the firm's ability to adequately and appropriately staff and manage the project.

The Authority anticipates that the total contract will be approximately 24 months in duration, with preconstruction services starting in July 2013, construction starting in December 2013 and ending in July 2015 followed by closeout activities not exceeding two months. The estimated construction capital cost of the project is about \$33 million.

CONSULTANT shall provide qualified construction management and inspection, materials testing, construction surveying and public relations personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Project.

SANBAG has designated a Project Manager to coordinate all construction activities.

Mr. Mike Barnum, Construction Manager

The CONSULTANT shall report to and receive direction from SANBAG through the Project Manager, or his designees. The SANBAG Project Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Project Manager will be the main contact and primary source of information between SANBAG, cities, outside agencies, supporting consultants and the public for the construction projects.

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve as the Resident Engineer. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. The Resident Engineer shall be a Civil Engineer registered in the State of California and shall be in responsible charge of construction management and construction activity within the Project.

The number of CONSULTANT personnel assigned to the Project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the Project schedule, Project requirements, and construction activities.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the

performance of CONSULTANT personnel is unsatisfactory to SANBAG, SANBAG may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide equally qualified replacement personnel until the assigned personnel returns to the Project approved by SANBAG.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with prior concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SANBAG, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SANBAG and local agencies in obtaining compliance with the safety and accident prevention provisions of the Project. Local agencies will retain jurisdictional control for traffic control.

All services required herein shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

Materials Testing & Source Inspection: The number of field testing and source inspection personnel assigned to the Project will vary throughout the duration of the construction contract. CONSULTANT certified materials testing and source inspection personnel will be assigned as needed by the Resident Engineer to meet the required numbers and frequencies of testing based on schedule of the construction contractor.

Materials Testing /Source Inspection Services will be provided on an on-call basis. The duration of assignments could vary from a minimum of a few hours to the full term of the Project. CONSULTANT personnel will be available within one (1) day of written notification by SANBAG.

It is the intent of SANBAG to maintain a consistency of material testing/source inspection quality throughout each phase of each project. CONSULTANT is therefore encouraged to provide, where ever and whenever possible, the same personnel for the duration of construction of each project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the SANBAG Construction Manager.

Resumes of materials testing/source inspection personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. If, at any time, the level of performance of any testing personnel is below expectations, SANBAG may release that field person and request that another be assigned as needed.

A sample of the project Source Inspection Quality Management Plan (SIQMP) outlining the SANBAGS approach to source inspection and the roles and responsibilities of the source inspection personal is provided in Attachment C. Consultant shall be responsible for finalizing the SIQMP to match the project requirements, assist SANBAG in gaining Caltrans approval and manage the SIQMP. Consultant shall provide Structural Materials Representative (SMR), Steel inspectors, Non-destructive Steel Inspectors, Coating Inspectors, Precast Concrete Inspectors and other source inspectors as needed.

If a member of CONSULTANT's materials testing/source inspection personnel is on a leave of absence, CONSULTANT's Project Manager will provide an equally qualified replacement employee until the original member returns to work. The replacement employee will meet all the requirements of a permanently assigned employee.

All CONSULTANT personnel will be knowledgeable of, and comply with, all applicable local, state, and federal regulations. All personnel shall cooperate and consult with SANBAG during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the Project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

Construction Surveying: CONSULTANT will furnish surveying crew(s) to perform construction surveys for the Project. The number of survey crew(s) assigned to the Project may vary throughout the duration of the construction contract to meet the Project needs. CONSULTANT personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

Construction surveying services will be provided on an on-call basis. It is the intent of SANBAG to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey requirements and the assignments for the Project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the Resident Engineer.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

Resumes of CONSULTANT personnel and certifications must be submitted to SANBAG for review. CONSULTANT personnel must be approved by SANBAG prior to assignment to a project. SANBAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT personnel. If, at any time, the level of performance of any CONSULTANT survey personnel is below expectations, SANBAG may release the survey crew member and request that another be assigned.

If CONSULTANT's survey crew personnel assigned to the Project is on a leave of absence, the Project Manager will provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement(s) will be required to meet all the requirements of the permanently assigned employee(s).

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with SANBAG officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the Project plans and specifications.
- Keep records and document work as directed by the Resident Engineer.

All services required herein will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards.

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services

a. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SANBAG, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

b. Budget

CONSULTANT shall review the Project estimate, quantities and provide recommendations to SANBAG, as appropriate, to ensure efficient utilization of funds and control of project costs.

c. Constructability Review

CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies and report such findings to SANBAG in a format provide by SANBAG.

2. Bid Process

a. Bid Documents

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

- 1) Review of bid documents
- 2) Preparation of bid tabulations

b. Pre-construction Meetings

CONSULTANT shall assist SANBAG in conducting one, or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, design engineer, Caltrans, County and City staff, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

- 1) Review of bid for completeness and responsiveness
- 2) Perform bid analysis
- 3) Development of contractor payment schedules, and other procedural items.
- 4) Checking Contractor references, licenses, insurance, and sureties.
- 5) Coordination with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.

3. Project Administration

- a. CONSULTANT shall administer Project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular Project coordination meetings with Contractor, SANBAG, local agencies, and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.
- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.

- f. CONSULTANT shall establish and maintain a filing system in hard copies files and in electronic forms for each Project using the Caltrans Construction Manual as a guideline. Electronic data documentation will be required to be uploaded weekly to the SANBAG Major Projects Portal
- g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.
- h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project in a format approved by SANBAG. The activity report shall include among other items status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of Project budget and schedule, and other highlights and critical issues.
- i. CONSULTANT shall review and ensure compliance with environmental requirements.
- j. CONSULTANT shall participate in partnering sessions with the Contractor, SANBAG, and Local Agencies, as required.
- k. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.
- l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract.
- m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).
- o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the Project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval, and CCO number, if applicable

4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Resident Engineer to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SANBAG, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to Project right-of-way to ensure timely communication regarding property-condition survey and construction activities and scheduling.

- c. CONSULTANT shall maintain regular contact with SANBAG's Project/Construction Manager.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.
- e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.
- f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the Construction Manager. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP Coordinator who along with the Resident Engineer shall review and certify contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG and the State Water Resource Control Board. The SWPPP Coordinator shall be at a minimum a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP). CONSULTANT shall provide at a minimum weekly SWPPP monitoring and shall cooperate with all monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the Construction Manager and the design engineer.
- j. CONSULTANT shall review and approve falsework and shoring plans.
- k. CONSULTANT shall review and approve Traffic Control Plans and forward to SANBAG for Caltrans/City/County approvals, as necessary.
- l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate City and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.

- b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, safety standards and State Water Resources Control Board requirements. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be thoroughly familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 - 1) Paving and subgrade inspection, sub-surface & finish surface drainage inspection, structures and foundation inspection, electrical inspection for traffic, ramp meter and irrigation control equipment, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
 - 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
 - 3) Identifying common plant diseases and/or pests together with their respective eradication techniques, directing of plant adaptability requirements along with proper planting & pruning techniques, and avoiding potential problems associated with the Project by recommending sound engineering solutions.
 - 4) Perform basic sampling of construction materials in the field per California Test Method 105 and 125 by both the prime and subconsultant personnel.
 - 5) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
 - 6) Preparing complete and accurate daily reports, calculations, project

records, payment quantity documents, reports, and correspondence related to Project activities.

- 7) Preparing construction sketches, drawings, and cross-sections, as necessary.
- 8) Assisting in the preparation of as-built plans.
- 9) Providing inspections for environmental compliance.
- 10) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
- 11) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 12) Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The Resident Engineer will assign survey work to the CONSULTANT by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

CONSULTANT shall assist the Resident Engineer in all phases of construction staking and calculations as needed.

- a) Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b) Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c) Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.
- d) Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.

- e) Perform construction staking, including but not limited to:
 - i. Utility relocations
 - ii. Clearing limits
 - iii. Slope staking
 - iv. Storm drain, sanitary sewer, and irrigation systems
 - v. Drainage structures
 - vi. Curbs, gutters, and sidewalk
 - vii. Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.)
 - viii. Rough grade
 - ix. Finish grade
- f) Monitor for settlement, if required.
- g) Global Positioning Satellite (GPS) equipment shall be made available if required by SANBAG

2) Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25 foot intervals for travel lanes.

3) Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

Profile data sheets are required for all profiles shown on the plans identifying vertical design elements such as grade, point of intersection (PI) location, beginning of vertical curve (BVC) location, end of vertical curve (EVC) location, and curve length.

4) Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

5) Right of Way Lines

Existing right of way and easements will be established from Local Agency's record information and existing monumentation.

- a) Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.

- b) Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act and the California Subdivision Map Act.
- c) Perpetuate existing monumentation, which includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

- a) Right of Way Surveys, which includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way and easement fences.
- b) Final monumentation, which includes setting of centerline points of control upon completion of construction.

6) Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies.

7) Control Survey

Includes Project control surveys, aerial mapping control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.

8) Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only.

CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing, Source Inspection and Geotechnical Services

- 1) CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to California State

Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.

- 2) All field and laboratory testing is to be performed in accordance with California Test Methods.
- 3) CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Outreach

1) General Public Outreach Plan

- a) SANBAG's primary goal is to assure the public that SANBAG is a public agency that delivers quality transportation projects and trustworthy, accurate and timely public information.
- b) SANBAG will provide the primary outreach effort with supplemental support as requested from CONSULTANT. This will be a targeted approach with incremental outreach based on construction schedule and staging. The primary target audiences identified for this Project include, but are not limited to:
 - i. LOCAL AGENCY
 - ii. SANBAG Board
 - iii. LOCAL AGENCY and area Emergency Service Providers
 - iv. School Transportation Coordinator(s)
 - v. Local Business Community
 - i) Specific businesses with expanding priority based on proximity to work zone and detours
 - ii) Chamber of Commerce
 - vi. Commuters
 - vii. Recreational Travelers
 - viii. Trucking Industry
 - ix. Local media
 - i) Print
 - ii) Radio
 - iii) Television
- c) In the weeks prior to the selection of a construction contractor, SANBAG may coordinate an Emergency Responders Project Briefing to highlight the Project details and possible access challenges for consideration by the Project team.
- d) Following the emergency responders briefing, SANBAG may coordinate a Chamber of Commerce Project Briefing to highlight the Project benefits, possible construction schedule and traffic management plan.
- f) Just prior to the start of field construction activities, SANBAG and CONSULTANT (includes all PR subs) may coordinate a groundbreaking media event with the LOCAL AGENCY to ceremoniously open the Project. CONSULTANT will be called

up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site.

- g) Prior to construction beginning, SANBAG and CONSULTANT may coordinate a community meeting to share Project information, construction scheduling, detour information and expected challenges with the general public. CONSULTANT will be called up on to develop (with input from SANBAG) and maintain a task list of deliverables for this event. CONSULTANT will acquire the necessary items authorized for the event. CONSULTANT will be responsible for set up and breakdown of the event site. Staffing this event will be determined based on availability.
- h) Near the completion of the construction Project, SANBAG and CONSULTANT will coordinate a ribbon-cutting media event. CONSULTANT will be called upon in a similar fashion to the groundbreaking event.
- i) At various stages throughout the Project, SANBAG will request support from CONSULTANT for the following items:
 - i. Establish and maintain stakeholder and/or 'interested parties' list(s) – used for sharing Project updates during Project construction. May need to be filtered to specific audiences (i.e. emergency responders, city government, etc.)
 - ii. Development of a Project fact sheet (include Project description, Project budget, Project schedule, SANBAG contact information, LOCAL AGENCY contact information, photos, logos, etc.)
 - iii. Weekly media advisories (use SANBAG template). CONSULTANT (or sub) will make weekly contact with Project team to establish what road or lane closures (and associated detours if applicable) will be taking place, develop the advisory, send to SANBAG Public Information Office for approval, submit to webmaster for posting, distribute to appropriate media and stakeholder list.
 - iv. Emergency notices – when needed.
 - v. Develop web content for project tab on SANBAG website. This page should include same elements of fact sheet with expanded detail when possible. If the information is dynamic, please provide updates to SANBAG Public Information Office for approval prior to submitting to webmaster.

- 2) All requests for speaking to government councils, boards, chambers of commerce or similar business or social groups shall be directed to the SANBAG Public Information Office before agreeing to appear.
- 3) All media inquiries shall be directed to the SANBAG Public Information Office.

d. Permits

CONSULTANT shall review the Project for permit compliance and coordinate with SANBAG and the design engineer to ensure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

- 1) Contract pay item quantities and payments
- 2) Contract change orders
- 3) Supplemental work items
- 4) Agency furnished materials
- 5) Contingency balance
- 6) Project budget

b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.

c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other Project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

b. CONSULTANT shall attempt to avoid unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows

- 1) Agreed Price
- 2) Adjustment in compensation to a bid item
- 3) Time and materials or Force Account

CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.

- c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SANBAG as determined by SANBAG's Construction Manager.
- d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SANBAG with monthly status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SANBAG, Local Agencies, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SANBAG all Project files.

- g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all Project permits.
- h. Project closeout services will be completed within two months of project acceptance.

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries and Resident Engineers' daily diaries.
- 2. Monthly Project Activity Summary Reports.
- 3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- 4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction Project.
- 5. Project Completion Report documents per Local Assistance Procedure Manual and Caltrans Construction Manual.
- 6. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, change order data, claims and claim reports, and Contractor payment records.
- 7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.
- 8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests will be immediately reported to the Resident Engineer or Structures Representative. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results and reports will be maintained by CONSULTANT throughout the duration of the Project and delivered to SANBAG with the Project files.
- 9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
 - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
 - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
 - c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SANBAG. A copy of all survey documents furnished by SANBAG shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as

originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

- d. Deliverables to the Resident Engineer shall follow the format specified below:
 - 1) Horizontal Control
 - 2) Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
 - 3) Vertical Control
 - 4) Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.
 - 5) Topography
 - 6) Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.

- e. Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:
 - 1) Conventional Cross – Sections (each cross – section):
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.

 - 2) Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.

 - 3) Data Collector Data
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.

 - 4) Other—As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

- 1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, phones, vehicles, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. The above noted items are not to be included in Attachment B of Consultants Cost Proposal and are part of the consultants overhead. Only those items authorized by SANBAG in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.



- 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 14, 2013

Subject: Utility agreement with AT&T Corp. (ATT) for the Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Project

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

1. Approve Utility Agreement No. C13118 with AT&T Corp. for relocation of fiber optic utilities for the I-215 Bi-County High Occupancy Vehicle Project in the amount of \$468,000.
2. Approve a 25% contingency amount for Utility Agreement No. C13118 of \$117,000 and authorize the Executive Director or designee to release contingency as necessary for the project.

Background: The Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure project involves the construction of approximately 7.5 miles of HOV lanes between State Routes 60 and 91 and I-215 Interchange in the City of Riverside and Orange Show Road in the City of San Bernardino. The project closes the gap in the regional HOV network that will exist upon completion of the State Route 91 HOV project in Riverside and San Bernardino Associated Governments' (SANBAG) I-215 widening project north of Orange Show Road.

*

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

MVSS1302c-pm

Attachment: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13118.docx>

California Department of Transportation (Caltrans) recently awarded the project for construction, and staff anticipates construction activities to start soon.

In March 2011, the SANBAG Board approved Right-of-Way (ROW) Cooperative Agreement No. C11090 with Caltrans for the ROW phase of the I-215 Bi-County HOV Gap Closure Project. Under Agreement C11090, SANBAG is responsible for funding the ROW phase, including project liable costs for relocating existing utilities that are in conflict with the Project. Before any existing utilities can be relocated, project ROW personnel must first determine whether the utility owner is liable for the cost to relocate the utility or whether the relocation cost is a Project cost. If the project has the liability to relocate the utility, utility agreements with the respective utility owners must be executed. Since SANBAG is the lead agency for ROW, SANBAG is the agency responsible for execution of any required utility agreements.

One of the utilities that has to be relocated due to construction of the project is a communications fiber optic line owned by ATT. This fiber optic line presently crosses I-215 laterally and is located on the existing Riverside Industrial Lead railroad bridge owned by the Union Pacific Railroad (UPRR). UPRR also owns the underlying ROW fee title along the bridge with Caltrans holding a highway easement only. Because this railroad bridge will be removed as part of the project the existing line must be removed from the UPRR Bridge and be placed under the I-215 freeway in a cased conduit.

When project ROW personnel were in the process of determining liability on who is responsible for paying for the relocation of the fiber optic line, ATT initially failed to provide adequate documentation, such as a recorded easement deed, that would support the contention that they had prior rights. This led to an initial determination that ATT only had a license agreement which would make them responsible for relocation. However, recently, ATT produced a signed letter agreement with UPRR indicating that ATT was under an easement with UPRR. Caltrans legal staff took the matter under consideration and gave a legal opinion that an easement does not have to be created by deed and can be created by contract. Since the ATT facility is considered to lie within an easement, the cost to relocate the fiber optic line has been determined to be a project cost, and a utility agreement with ATT is now required.

Staff is recommending that the Board approve Utility Agreement No. C13118 with ATT in the amount of \$468,000. This amount is an estimated cost and SANBAG is responsible if actual costs are greater. Staff is also requesting that the Board approve a 25% contingency amount of \$117,000. The contract language provides for payment of up to 25% over the initial estimated cost before an amendment to the agreement is required.

Financial Impact: This item is consistent with the adopted SANBAG fiscal year 2012/2013 budget. This contract will be funded with Measure I 1990-2010 Valley Freeway Funds and is provided under Task Number No. 0839.

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

Responsible Staff: Garry Cohoe, Director of Project Delivery

CONTRACT SUMMARY SHEET

Contract No. C 13118 Amendment No. 0

By and Between

San Bernardino County Transportation Authority and ATT Corporation

Contract Description Utility Agreement for relocation of utilities for the I-215 Bi-County Project

Board of Director's Meeting Date: March 6, 2013
Overview of BOD Action: Approve Utility Agreement No. C13118 with the ATT Communications of California for relocation of fiber optic utilities for the I-215 Bi-County HOV Project in the amount of \$468,000. Approve 25% contingency in the amount of \$117,000
Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$	468,000.00	Original Contingency Amount
			\$ 117,000.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	468,000.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 117,000.00
Current Amendment Amount	\$	0	Contingency Amendment
			\$ 0
TOTAL CONTRACT VALUE	\$	468,000.00	TOTAL CONTINGENCY VALUE
			\$ 117,000.00
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 585,000.00

Contract Start Date March 6, 2013	Current Contract Expiration Date March 6, 2015	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

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

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

PAUL MELCOTON
 Project Manager (Print Name)
Garry Cahoe
 Task Manager (Print Name)
Andrea Zureick
 Dir. of Fund Admin. & Programming (Print Name)
Jeffery Hill
 Contract Administrator (Print Name)

 Chief Financial Officer (Print Name)

	1/31/13
Signature	Date
	1-31-13
Signature	Date
	2/5/13
Signature	Date
	2/6/13
Signature	Date
_____	Date

**UTILITY AGREEMENT
SANBAG Agreement No. C13118**

DISTRICT 08	COUNTY Riverside/San Bernardino	ROUTE 91 / I215	POST MILE RIV 91, 21.5/21.7, RIV I215 43.2/45.2, SBD I215 0.0/5.1	EA OM9401
FEDERAL AID NUMBER CML6053(101)		OWNER'S PLAN NUMBER WR 34943-473D		
FEDERAL PARTICIPATION				
On the project <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		On the Utilities <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

UTILITY AGREEMENT NO. 22459 DATE

San Bernardino County Transportation Commission herein after called "SANBAG", proposes to add high occupancy vehicle lanes on both north- and south-bound lanes of the 91/I-215 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 ("UPRR Bridge") will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

AT&T Corp., with a business address located at 3450 Riverwood Parkway S.E., Atlanta, Georgia 30339, hereinafter called "OWNER", owns and maintains fiber optic facilities within UPRR Bridge right of way transiting Interstate Route 215 within the limits of SANBAG Project which requires relocation of fiber optic facilities within the UPRR Bridge right of way to accommodate SANBAG Project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22459 dated 2/16/2012, OWNER shall relocate its fiber optic facilities within UPRR Bridge right of way transiting I 215 freeway. All work shall be performed substantially in accordance with OWNER's Plan #WR 34943-473D consisting of 1 sheet, a copy of which is on file at the district office of the California Department of Transportation, at 464 W. 4th Street, Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or the 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 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.

II. LIABILITY FOR WORK

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

III. PERFORMANCE OF WORK

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

OWNER shall ensure that the contractor hired to complete the work described herein obtain proof of insurance coverage sufficient to cover the risks involved with such work, and shall require that said contractor add SANBAG as an additional insured under such policies. OWNER's contract with the contractor shall require that the contractor indemnify and defend SANBAG for any claims or liability arising out of the contractor's or any subcontractor's performance of the work described herein.

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's 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.

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 by a 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

UTILITY AGREEMENT NO. 22459

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 I 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.

UTILITY AGREEMENT NO. 22459

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of September 6, 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 any further 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 completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **\$468,000.00.**

Signatures on Following Page

UTILITY AGREEMENT NO. 22459

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

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

AT&T Corp.

APPROVED:

A
APPROVED:

By: _____
Janice Rutherford
President, Board of Directors

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____

Date: _____

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

APPROVAL RECOMMENDED:

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

OWNER:



- 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 14, 2013
Subject: Railroad Construction and Maintenance Agreement for the Colton Quiet Zone Project

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

1. Approve three-party Construction and Maintenance Agreement No. C12007 with the BNSF Railway Company and the City of Colton for rail improvements at Valley Boulevard and Olive Street crossings, with San Bernardino Associated Governments responsible to contribute \$1,887,889 in Measure I 1990 Valley Fund - Major Projects, which is the estimated cost for the construction of the improvements.
2. Approve a 10% contingency amount for Construction and Maintenance Agreement No. C12007 of \$189,000 and authorize the Executive Director or designee to release contingency as necessary for the project.

Background: This is a new agreement. In May 2010, the San Bernardino Associated Governments (SANBAG) Board of Directors approved C10201, a Memorandum of Understanding (MOU) between SANBAG, the City of Colton, BNSF Railway Company (BNSF), and the Union Pacific Railroad (UPRR). The MOU identified several railroad improvement projects in the City of Colton that the parties have agreed to implement. The MOU also addressed the roles and responsibilities for

*

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

COG	CTC	CTA	X	SAFE	CMA
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Check all that apply.

MVSS1302a-pm

Attachments: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C12007.doc>

each party, as well as funding commitments for each of those rail improvement projects.

In addition to the MOU, SANBAG has also previously entered into a Funding Agreement (C12053 – October 5, 2011) with BNSF, Union Pacific Railroad Corporation, and the City of Colton, and a Co-operative Agreement (C12006 – December 7, 2011) with Colton which committed SANBAG to pay for this project and to enter into this three-party Construction and Maintenance Agreement.

One of the rail improvement projects identified in the MOU is the Colton Quiet Zone project along the BNSF rail corridor through the City of Colton (City), which includes improvements at Valley Boulevard and Olive Street. Both Valley Boulevard and Olive Street crossings will be improved through the construction of roadway improvements such as installation of raised medians and railroad improvements such as installation of rail crossing signals, gates, flashers, and other rail equipment to meet quiet zone requirements.

The Environmental Document for the Colton Quiet Zone project was approved in September 2011 and Right-of-Way and final design of the project was completed in January 2012. In order to be able to begin construction and keep the project on schedule, staff is recommending approval of the three-way Railroad C&M Agreement C12007 between SANBAG, BNSF, and the City of Colton. The terms of C&M Agreement No. C12007 are summarized below:

- SANBAG would pay for 100% of the railroad improvements to be performed by BNSF which is estimated to be \$1,887,889. In the event project costs increase or if there are any overages, SANBAG is also responsible for payment of those items. BNSF retains authority to require certain changes or other work that could increase the cost of the Project and to specify when project cost increases are likely to exceed the project budget and demand security from SANBAG for such increases be posted in advance. Increases caused by negligence or unauthorized actions of the City or its contractor would be the responsibility of the City.
- BNSF's scope of work includes removal of the existing signals, gates, flashers, and signal control boxes, furnish and install the updated equipment.
- BNSF will invoice SANBAG based on actual costs.
- City will own and maintain any portion of the project within City Right of Way.
- City will indemnify SANBAG and BNSF for liability arising out of the construction, operation or maintenance of the Quiet Zone and provide insurance.

The construction of the project will be administered by the City of Colton and is covered under a separate cooperative agreement with the City (Cooperative Agreement No. C12006).

An estimate in the amount of \$1,887,889 was provided by BNSF staff. Staff is also requesting that the Board approve a 10% contingency amount of \$189,000 for unanticipated costs.

Financial Impact: This item is consistent with the adopted Fiscal Year 2012/2013 Budget under Task No. 0886. The funding source is Measure I 1990 Valley Fund - Major Projects.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed this item and a draft of the Contract.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 12007 Amendment No. 0

By and Between

San Bernardino County Transportation Commission and BNSF Railway Company and City of Colton

Contract Description Colton Quiet Zone – Construction and Maintenance Agreement

Board of Director's Meeting Date: March 6, 2013
Overview of BOD Action: Approve three party C&M Agreement No. C12007 with the City of Colton and BNSF Railway Company

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$	1,887,889.00	Original Contingency Amount
			\$ 189,000.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	1,887,889.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 189,000.00
Current Amendment Amount	\$	0	Contingency Amendment
			\$ 0
TOTAL CONTRACT VALUE	\$	1,887,889.00	TOTAL CONTINGENCY VALUE
			\$ 189,000.00
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 2,076,889.00

Contract Start Date March 6, 2013	Current Contract Expiration Date March 7, 2016	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0886</u> .				
<input type="checkbox"/> A Budget Amendment is required.				
How are we funding current FY? 1990 MSI Valley Fund - Major Projects				
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input checked="" type="checkbox"/> Measure I Funds
Provide Brief Overview of the Overall Funding for the duration of the Contract: 1990 MSI Valley Fund – Major Projects				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable				

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

PAUL MEW COLTON
Project Manager (Print Name)

Garry Cohoe
Task Manager (Print Name)

Jeffery Hill
Contracts Administrator (Print Name)

Andrea Zureick
Chief Financial Officer (Print Name)
Director of Fund Administration & Programming

<u>[Signature]</u> Signature	<u>1/31/13</u> Date
<u>[Signature]</u> Signature	<u>1-31-13</u> Date
<u>[Signature]</u> Signature	<u>2/15/13</u> Date
<u>[Signature]</u> Signature	<u>2/15/13</u> Date

**AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF
SAFETY IMPROVEMENTS RELATED TO QUIET ZONE**

**BNSF Contract No: BF10003866
Colton Quiet Zone Project
Valley Blvd, US DOT#
Olive Street, US DOT#
BNSF MP x-x
San Bernardino Subdivision
LS 7602**

THIS AGREEMENT is made and entered into this ____ day of _____, 2013, by and between the CITY OF COLTON, hereinafter referred to as "City", the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, hereinafter referred to as "Authority", and the BNSF RAILWAY COMPANY, a Delaware corporation, hereinafter referred to as "BNSF". City, Authority, and BNSF are collectively referred to as "Parties".

RECITALS

WHEREAS, BNSF owns a railroad line in and through the City which crosses at least five (5) City streets at-grade (the "Crossings") and over which trains are operated at all times of the day and night with safety features for motorists and pedestrians, including a system of warning signals and gates at crossings and the use of warning horns on trains; and

WHEREAS, the intersection of the Union Pacific Railroad ("UPRR") rail line and the BNSF rail line immediately south of Interstate 10, east of South Rancho Avenue and west of South La Cadena Drive in the City of Colton, is generally referred to as the Colton Crossing (the "Colton Crossing"). The Parties have designed a project to grade-separate the Colton Crossing to improve freight and passenger rail mobility and efficiency by eliminating conflicting train movements (the "Colton Crossing Project"); and

WHEREAS, residents adjacent and near to the rail lines in the general vicinity of the Colton Crossing, specifically those adjacent to the BNSF rail line north of Interstate 10, are seeking relief from railroad train horn noise; and

WHEREAS, the local traffic circulation for the City is affected by the numerous trains passing through at-grade crossings within the City's limits; and

WHEREAS, in relation to but separate from this Agreement and the Colton Crossing Project, UPRR, the Authority, BNSF, and the City agreed in a Funding Agreement Related to the Colton Crossing Railgrade Separation Project ("Funding Agreement"), approved on or about October 5, 2011, to implement a series of projects

that the City believes are needed to address the noise and circulation issues described above; and

WHEREAS, one of the projects identified in the above paragraph would establish a quiet zone by eliminating two existing grade crossings at H Street and E Street respectively and improving rail crossing signals at two existing grade crossing gates at Valley Boulevard and Olive Street to implement the recommendations of the California Public Utilities Commission ("CPUC") in order to satisfy the quiet zone crossing standards (the "Quiet Zone") established by the Federal Railroad Administration ("FRA"); and

WHEREAS, Authority is the agency responsible for the preparation of the final project plans and specifications; and

WHEREAS, the project consists of two components; the first is the removal and installation of rail crossing signals ("Railroad Work") and second is construction of roadway improvements ("Roadway Work"); and

WHEREAS, the Railroad Work and Roadway Work shall be collectively referred to as the "Safety Improvements" in this Agreement; and

WHEREAS, Authority and City agreed to enter into this separate construction and maintenance agreement with BNSF for the removal of the existing signals and lights and the installation of the Safety Improvements; and

WHEREAS, the City has obtained approval from the CPUC to construct the Safety Improvements at the Crossings with the intent of creating a Quiet Zone, as shown in Exhibit "A" attached hereto and incorporated herein by this reference (collectively, the "Project"); and

WHEREAS, the City is desirous of creating a Quiet Zone as provided by the FRA and 49 CFR Parts 222 and 229 of the Federal Register; and

WHEREAS, the establishment of the quiet zone is subject to the approval by the FRA pursuant to 49 CFR Parts 222 and 229; and

WHEREAS, the Parties agree to cooperate on the construction of the Project; and

WHEREAS, the Safety Improvements are intended to be permanent improvements at the Crossings unless the Crossings are grade separated or closed to vehicular traffic; and

WHEREAS, City and AUTHORITY have entered into a separate Construction Cooperative Agreement, dated December 7, 2011 (SANBAG agreement C12006), where it has been agreed that the CITY shall be responsible for the construction of the

Roadway Work at Authority's sole cost and expense as identified in Exhibit "A" ("Roadway Construction Agreement"); and

WHEREAS, BNSF shall be responsible for the Railroad Work for the Quiet Zone as identified in Exhibits "A" and "B" at the Authority's cost; and

WHEREAS, the City shall pay BNSF for the annual cost of maintenance of the additional active warning devices located within BNSF's right-of-way as set forth in this Agreement at the City's sole cost and expense.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and subject to the CPUC's approval of construction of the Safety Improvements, the Parties agree as follows:

AGREEMENT

ARTICLE I

1. BNSF, at Authority's sole cost and expense, shall furnish all labor, materials, tools, and equipment and perform the Railroad Work required for construction of the Safety Improvements, with such work and the estimated cost thereof being shown in Exhibit "B" attached hereto. The principal elements of such Railroad Work to be performed by BNSF in the construction of the Safety Improvements shall include the following:

- a. Removal of existing signals and lights as shown on Exhibit "A";
- b. Construction and installation of the railroad signal active warning devices as shown on Exhibit "A";
- c. Furnishing watchmen and flagmen as may be necessary for the safety of BNSF's property and the operation of its trains during the construction of the Safety Improvements.

2. BNSF shall perform all work provided in Article I, Section 1, with its own employees, working under Railroad Labor Agreements or by contractor(s), if necessary, within 18 months from receiving "Notice to Proceed" to be given in accordance with Article II, Section 10. BNSF shall determine the reasonable construction schedule of Railroad Work required for the Safety Improvements within the established timelines for Project completion, and shall have the right at any time to revise or change the construction schedule due to train operations or service obligations. BNSF shall not be responsible for any additional costs and expenses resulting from a change in the construction schedule. BNSF shall not be responsible for any additional costs and expenses resulting from a change in the construction schedule caused or required by a

City contractor. Such additional costs and expenses shall be accounted for in Authority's expenses for the Project.

3. BNSF shall invoice the City annually for the cost of maintenance of the additional active warning devices located within BNSF's right-of-way as calculated in accordance with the formula set forth in Article II, Section 3 of this Agreement.

- a. Any reimbursement received by BNSF pursuant to California Public Utilities Code section 1202.2 for the cost of maintaining automatic grade crossing protection for the Crossings identified in Exhibit "A" shall first be applied towards BNSF's cost of maintaining the existing (non-Quiet Zone) crossing equipment located in the area shown on Exhibit "A". If such reimbursement exceeds the cost of maintaining the existing (non-Quiet Zone) crossing equipment, BNSF shall apply the remaining funds towards the cost of maintaining Safety Improvements for the Quiet Zone, and reflect such credit in the annual invoices to the City. Notwithstanding the foregoing, to the extent that any reimbursements received by BNSF pursuant to California Public Utilities Code section 1202.2 are allocated by the CPUC specifically for the maintenance of the Quiet Zone equipment, the preferential application of such funds to the existing (non-Quiet Zone) crossing equipment noted above shall not apply.

4. BNSF is hereby authorized to include any extraordinary charge to cover the cost of BNSF's self-insurance expense covering Employer's Liability, including liability under the Federal Employer's Liability Act, for protection of its employees in connection with the construction of the Project. Such charge shall be included in Exhibit "B" and may not exceed the amount allowed by the Federal Highway Administration at the time of billing and shall be considered a portion of the actual cost of the Project regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

5. Subject to numbered paragraph 6, below, in the event the estimates for the Railroad Work required for the construction of the Safety Improvements are increased due to the passage of time or a change in the scope of the Project, Authority shall immediately provide BNSF with a credit enhancement sufficient to cover said increased estimates in the form of one of the following:

- a. Irrevocable Bank Letter of Credit drawn upon a bank satisfactory to BNSF;
- b. Surety Bond underwritten by an insurance company listed in the Department of Treasury Federal Register with terms acceptable to BNSF, in BNSF's sole discretion; or
- c. A cash deposit posted via wire transfer to a BNSF deposit account.

Any irrevocable letter of credit or surety bond provided to BNSF pursuant to this provision shall have a minimum term of eighteen (18) months. The bank issuing the letter of credit and the insurance company issuing the surety bond shall notify BNSF thirty (30) days prior to the expiration date of the letter of credit or the surety bond. Upon expiration of any surety bond or letter of credit, Authority shall immediately provide BNSF with a substitute letter of credit, surety bond or cash deposit as set forth above until Authority's financial obligations to BNSF are fully and finally satisfied.

Any cash deposit provided under this provision shall be held in a separate interest bearing account in the name of BNSF, with all interest accruing to Authority's benefit for use on the Project. If Authority's financial obligations at the end of the Project are less than the amount of the cash deposit, BNSF shall refund any remaining sum to Authority.

When posting a cash deposit pursuant to this provision, Authority shall contact Jamie Stamper to obtain the BNSF account information, at: Jamie Stamper, Manager Contract Compliance, BNSF, 2400 Western Center Boulevard, Fort Worth, Texas 76131 (phone: 817-352-3485).

BNSF shall release any credit enhancement provided hereunder within thirty (30) days after payment of all funds due under Section 6 of this Article.

6. **LOCAL FUNDING:** Authority shall pay BNSF for all actual labor costs, material costs, equipment costs, and other costs and expenses incurred by BNSF in performing the Railroad Work required for construction of the Project as currently estimated in a total amount of \$1,887,889. This amount consists of the estimated construction cost of \$1,787,889 as set forth in Exhibit "B" attached hereto, \$100,000 for flagging, and contingency of \$160,926. The construction contingency fund shall be used to reimburse BNSF if its actual construction costs exceed the estimated construction costs. If, for reasons other than City's or City's contractor's negligence or unauthorized acts not contemplated in the approved plans and specifications which shall be City's sole responsibility, during the course of construction BNSF anticipates that its actual construction costs will exceed the estimated construction cost, BNSF shall promptly notify Authority so additional funds can be appropriated to complete construction of the Railroad Work required for the Project. BNSF may discontinue construction activities until such time as Authority notifies BNSF that sufficient additional funds have been appropriated. If Authority fails to appropriate sufficient additional funds, BNSF may terminate this Agreement pursuant to Article III, Section 5.

- a. **Material Ordering.** Concurrently with the giving of the Notice to Proceed ("NTP") in accordance with Article II, Section 10 of this Agreement, Authority shall issue a check to BNSF for the cost of all material. Upon receipt of the check and the NTP from the Authority, BNSF shall order material and schedule the Project.

- b. Labor. BNSF shall invoice Authority for the labor portion of the Project sixty (60) days prior to start of construction. No construction shall begin until payment is received by BNSF.
- c. Reconciliation. If BNSF's actual construction costs are less than the total estimated amount set forth in Exhibit "B" and advanced by Authority in accordance with this section, BNSF shall refund the difference to Authority within 180 days after completion of the Project.

7. BNSF hereby grants to City, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license ("Temporary Construction License") to construct the Roadway Work portion of the Safety Improvements as shown in Exhibit "A", across or upon any portion of BNSF's right-of-way shown in Exhibit "A", excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF to do the following:

- a. Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of its right-of-way;
- b. Construct, operate, maintain, renew and/or relocate upon its right-of-way, without limitation, such facilities as BNSF may from time to time deem appropriate;
- c. Otherwise use or operate its right-of-way as BNSF may from time to time deem appropriate.

The Temporary Construction License and related rights given by BNSF to Authority and City in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title shall be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Project only and shall not be used by City for any other purpose. In the event City are evicted by anyone owning or claiming title to or any interest in said right-of-way, BNSF shall not be liable to City for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, shall not impair or interfere with the rights granted to City herein.

ARTICLE II

1. At Authority's sole cost and expense, City shall furnish all labor, materials, tools, and equipment and construct all Roadway Work required for construction of the Safety Improvements as shown in Exhibit "A". The principal elements of the Roadway Work to be paid for by Authority and performed by City in the construction of the Safety Improvements shall include the following:

- a. Obtaining from the CPUC an order authorizing and approving the construction of the Safety Improvements;
- b. Providing engineering, supervision, labor, material, supplies, and equipment necessary for construction of the Roadway Work portion of the Safety Improvements to be located outside of BNSF's right-of-way;
- c. Installation of the roadway center medians;
- d. Construction of the roadway surface, including without limitation, curbs, gutters and fencing as shown on Exhibit "A"; and
- e. Secure the location or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities, other than BNSF, which may be found necessary to locate or relocate in any manner whatsoever due to the construction of the Project.

2. Authority shall reimburse BNSF for the actual costs incurred by BNSF in constructing the Railroad Work portion of the Safety Improvements, as set forth in Article I, Section 6.

3. City shall pay to BNSF the City's share of the annual inspection and maintenance costs for the following specific components of the Safety Improvements in an amount not to exceed forty-thousand seven-hundred and ten dollars and No/100 (\$40,710) for the first year the Project is in operation: (A) "Valley Blvd" = 97 AAR units and (B) "Olive Street" = 80 AAR units as invoiced pursuant to Article I, Section 3 of this Agreement. Costs have been calculated per crossing signal AAR unit to maintain highway/rail grade automated crossing warning systems. These costs are to be adjusted annually and the Parties agree to review the AAR units to ensure their appropriateness every three years. The cost break for the inspection and maintenance of active warning device equipment is as follows:

	Bell	Pair of Lights	Additional Lights	DAX	UG Cable	Recorder	GCP	
Unit Count Value	1	2	1	2	1	2	15	Total Units Counts
Valley Blvd	2	2	2	5	2	1	5	97
Olive Street	2	2	2	4	2	1	4	80
								177

- a. Valley Blvd: = 97 AAR units = Units total for Valley Blvd x average cost of \$230/unit = \$22,310.
 - b. Olive Street = 80 AAR units total for Olive Street x average cost of \$230/unit = \$18,400.
 - c. Inspection/maintenance of systems includes all monthly inspections, and all trouble calls requiring the equipment to also be inspected or gates replaced (excessive gate replacement may be billed additional after a review is made by BNSF and City).
 - d. These costs shall be billed to the City on an annual basis.
4. If the signal components of the Project are damaged due to an accident at the site, beyond the control of the Parties, BNSF shall notify the City in writing with an estimate of the cost of repair. The City shall reimburse BNSF for the actual cost to repair the components of the Project. If the City fails to reimburse BNSF, BNSF may terminate this Agreement pursuant to Article III, Section 5.
- a. Capital. If the crossing signal equipment installed hereunder cannot, through age, be maintained, or by virtue of its obsolescence, requires replacement, the cost of installation of the new crossing signal equipment and/or new crossing signal house shall be paid by the City.
5. City shall reimburse BNSF for work of an emergency nature caused by City or City's contractor, in connection with construction of the Safety Improvements, which BNSF deems reasonably necessary for the immediate restoration of railroad operations or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of City and City shall fully reimburse BNSF for all reasonable costs of such emergency work. If City fails to reimburse BNSF, BNSF may terminate this Agreement pursuant to Article III, Section 5.
6. Except as expressly set forth in this Agreement, BNSF shall be responsible for all construction, reconstruction, operation, maintenance and repair costs related to its business activities.
7. City shall acquire all right-of-way and permits necessary for the construction of the Safety Improvements, at Authority's expense.
8. City shall, at Authority's expense, make any and all arrangements to secure the location or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be found necessary to locate or relocate in any manner whatsoever due to the construction of the Project. Nothing in this Agreement shall be construed to modify the obligations, if any, of the Parties and/or their respective

contractors with regard to compliance with the requirements of California Government Code section 4216 et seq. for Project work, which they perform.

9. The City, its contractor(s) and subcontractor(s), shall not begin Project work until City shall have given not less than thirty (30) days prior written notice to BNSF's Manager of Public Projects, making reference to BNSF's "Colton Quiet Zone Project", which notice shall state the time that onsite Project work shall commence.

10. Authority shall give BNSF's Manager of Public Projects written Notice to Proceed ("NTP") with the Railroad Work after receipt of necessary funds for the Project. BNSF shall not begin the Railroad Work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from Authority. The NTP shall reference BNSF's file number: "BF10003866 –Colton Quiet Zone".

11. The Authority shall reimburse City in accordance with the provisions of the Roadway Construction Agreement. Notwithstanding anything to the contrary in the Roadway Construction Agreement, all reimbursable Project costs shall include the defined "Total Project Costs" in Section 4 of the Funding Agreement.

ARTICLE III

1. This Agreement shall become effective on the date it is fully executed by all Parties to this Agreement, and shall remain in full force and effect unless and until terminated pursuant to this Article.

2. All reimbursable Project costs shall include the defined "Total Project Costs" in Section 4 of the Funding Agreement.

3. The City may, in its sole discretion, terminate this Agreement for its convenience at any time for any reason. The City shall pay all amounts due BNSF under Articles I, Section 3 and Article II, Sections 3 and 4 of this Agreement up to the effective date of termination, and all reasonable costs incurred by BNSF in removing or mothballing equipment installed under this Agreement to implement the Quiet Zone. After the effective date of termination of the Quiet Zone by City, BNSF shall have no obligation to treat the Crossings as a Quiet Zone. A termination of this Agreement for convenience by City pursuant to this Article III, Section 3, shall release the Authority and BNSF from any and all obligations under the Funding Agreement with respect to the Colton Quiet Zone Improvement Project as defined in the Funding Agreement, including without limitation, any further funding obligations. In the event of a termination of this Agreement by City, the Colton Quiet Zone Improvement Project shall be deemed to be completed for purposes of Section 11, subsection a.2 of the Funding Agreement.

4. The Authority may, in its sole discretion, terminate this Agreement if the City materially breaches this Agreement. The Authority shall pay all amounts due BNSF

and/or City under Articles I and II of this Agreement, up to the effective date of termination, and all reasonable costs incurred by BNSF and/or City in removing or mothballing equipment installed under this Agreement to implement the Quiet Zone. After the effective date of termination of the Quiet Zone under this Article III, Section 4, BNSF shall have no obligation to treat the Crossings as a Quiet Zone.

5. BNSF may terminate this Agreement, in its sole discretion, if the Authority fails to pay the amounts due BNSF under Article I, Section 1 or the City fails to pay the amounts due BNSF under Article II, Sections 3 and 4 of this Agreement. Prior to termination, BNSF shall send the City and Authority written notice of default and intent to terminate this Agreement, and provide the Authority with at least thirty (30) days to cure the default. If the City fails to cure the default within the time specified, BNSF may terminate this Agreement by sending the City and Authority written notice thereof. Upon receipt of such written notice, the City may agree to pay to BNSF all amounts due to BNSF and otherwise agree to assume the City's obligations hereunder, in which case BNSF may not terminate this Agreement. After the effective date of termination of the Quiet Zone under this Article III, Section 5, BNSF shall have no obligation to treat the Crossings as a Quiet Zone. The right to terminate this Agreement is in addition to any other remedies BNSF may have for the Authority and City failure to pay amounts due under Articles I and II.

6. Upon the termination of this Agreement by any of the Parties, City shall, within thirty (30) days file a notice with the FRA pursuant to 49 CFR § 222.51(d) voluntarily terminating the Quiet Zone effective thirty (30) days from the effective date of such notice, unless the non-terminating Party pays to BNSF all amounts due to BNSF and otherwise agree to assume the obligations of the terminating Party hereunder.

ARTICLE IV

1. The City agrees to include the following provisions in its contract with any contractor performing construction and maintenance work on the Project in the BNSF right-of-way:

- a. Fiber optic cable systems owned by various telecommunications companies may cross or run parallel in the railroad operating right-of-way. The locations of these lines have been included on the plans based on information from the telecommunications companies. The contractor shall be responsible to contact BNSF and the telecommunications companies regarding any work that may damage these facilities or interfere with their service. The contractor shall also pothole all lines either shown on the plans or marked in the field in order to verify their locations. The contractor shall also use all reasonable methods when working within the BNSF right-of-way to determine if any other fiber optic lines may exist;

- b. Failure to notify, pothole or identify these lines shall be sufficient cause for the City Engineer to stop construction at no cost to the City or BNSF until these items are completed. Costs for repairs and loss of revenues and profits due to damage to these facilities through negligent acts of the contractor shall be the sole responsibility of the contractor. The contractor shall indemnify and hold the City, Authority, and BNSF harmless against and from all cost, liability and expense arising out of or in any way connected to the negligent acts of the contractor;
- c. The telecommunications companies shall be responsible for the rearrangement of any facilities determined to interfere with the construction. The contractor shall cooperate fully with any company performing these rearrangements.

2. The City shall incorporate in each prime contract for construction of the Project in, over or under the BNSF right-of-way, or the specifications therefor, the provisions set forth in Exhibits "C" and "C-I", attached hereto and by this reference made a part hereof.

3. Except as hereinafter otherwise provided, all work to be performed hereunder by City in the construction of the Project shall be performed pursuant to a contract or contracts to be let by City or performed by the City with its own forces. For work performed by contract, all such contracts shall provide:

- a. That all work performed thereunder shall be performed in a good and workmanlike manner, and in accordance with plans and specifications approved by BNSF. Those changes or modifications during construction that affect safety or BNSF's operations shall also be subject to BNSF's approval;
- b. That no work shall be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work shall have (i) executed and delivered to BNSF a letter agreement in the form of Exhibit "C-I", and (ii) delivered to BNSF, and secured its approval of, the required insurance;
- c. That if the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, City may, in the manner provided by law, terminate the contractor's control over said work and take possession of all or any part thereof and proceed to complete the same by day labor or by employing another contractor(s), provided that all such contractor(s) shall be required to comply with the obligations in favor of BNSF hereinabove set forth and, provided further, that if such construction is performed by day labor, City shall, at its expense, procure and maintain on behalf of BNSF the insurance required as identified in Exhibit "C-1".

4. If any City Contractor performs construction work within the BNSF right-of-way contrary to the Plans and Specifications or if any City contractor performs construction work within the BNSF right-of-way in a manner BNSF deems to be hazardous to its property, facilities or the safe and expeditious movement of its traffic, or if the insurance described in said Exhibit "C-1" hereof shall be canceled during the course of the Project, BNSF shall have the right to stop the work within the BNSF right-of-way until the acts or omissions of such City contractor have been fully rectified to the satisfaction of the BNSF's Division Engineer, or additional insurance has been delivered to and accepted by BNSF. Such work stoppage shall not give rise to or impose upon BNSF any liability to City, or to any City contractor. The right of BNSF to stop the work is in addition to any other rights BNSF may have. In the event that BNSF shall desire to stop work, BNSF agrees to give immediate notice thereof in writing to the City and Authority representatives identified in Article IV, Section 13 of this Agreement, describing the reason(s) for the work stoppage.

5. The City shall supervise and inspect the operations of all City contractors working within BNSF's right-of-way to assure compliance with the Project plans and specifications, the terms of this Agreement and all safety requirements of BNSF. If at any time during construction within BNSF's right-of-way BNSF determines that the proper supervision and inspection is not being performed by the City, BNSF shall have the right to stop construction (within or immediately adjacent to its right-of-way) and to request that the City correct the situation before construction is allowed to proceed. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF shall immediately notify the City's Director of Public Works and Authority's Director of Project Delivery for appropriate corrective action.

6. City's contractor(s) and subcontractor(s) shall perform and complete work in a manner that does not interfere with the normal movement of trains and according to contractor's own manner and methods and with and by contractor(s)' and subcontractor(s)' own means and employees, free from any supervision, inspection, or control whatsoever by BNSF, except that BNSF shall have the right to inspect City's contractor(s)' or subcontractor(s)' work to determine whether the work performed complies with the requirements of this Agreement, it being the intention of the Parties that the contractor(s) and subcontractor(s) shall be and remain independent contractor(s) and subcontractor(s) and that nothing contained in this Agreement shall be construed as inconsistent with that status. City shall require its contractors and their subcontractors constructing any of the Safety Improvements within BNSF's right-of-way to execute and comply with all Contractor Requirements, as set forth in Exhibit "C" hereto.

7. City shall require its contractor(s) and subcontractor(s) to comply with all applicable federal, state and local requirements and regulations with respect to the performance of Project work. To the extent that any City contractor or subcontractor performs work in BNSF's right-of-way, BNSF may advise such contractor or subcontractor, or contractor's or subcontractor's work site supervisor, that an agent or employee of the contractor or subcontractor is working in an unsafe manner or may

potentially work in an unsafe manner, in which event such contractor's or subcontractors' work site supervisor shall cause the agent or employee to immediately correct the problem or leave the work site and BNSF's property.

8. The Parties agree that after completion of the Safety Improvements, BNSF shall maintain and operate all crossing gates and signals. City shall reimburse BNSF for maintenance of the Safety Improvements constructed pursuant to this Agreement as herein provided.

9. The Parties agree that if BNSF deems it necessary or desirable in the performance of its duty as a common carrier, to raise or lower the grade or change the alignment of its tracks or to lay additional track or tracks or to build other facilities in connection with the operation of its railroad, BNSF shall, at its own expense, have full right to make such changes or additions within its right of way, provided such changes or additions do not change or alter the Safety Improvements and provided further, however, that should it become necessary or desirable in the future to change, alter, widen, or reconstruct the Safety Improvements to accommodate BNSF railroad projects, the costs of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by the alteration of the Safety Improvements, shall be paid by BNSF. Should such improvements affect the crossings' Quiet Zone Status, BNSF at its sole cost and expense shall immediately modify the proposed improvements to adhere to Quiet Zone status requirements.

a. Notwithstanding the foregoing, nothing in this Agreement shall be construed as waiving or conditioning the right of the City to object to any effort by BNSF to change the grade or track alignment in any way that would impact (a) the City's interests in or use of adjacent right-of-way or (b) the use of the at-grade crossings that are the subject of this Agreement.

10. The Parties agree that if City shall deem it necessary or desirable in the future, due to traffic or other conditions, to alter or reconstruct the Safety Improvements, it shall have full right to do so, at City's own expense and subject to CPUC approval, provided, however, that such alteration or reconstruction shall not encroach further upon or occupy the surface of BNSF's right-of-way to a greater extent than is contemplated by this Agreement without the prior CPUC approval and written consent of BNSF and the execution of an amendment to this Agreement or the completion of a separate written agreement.

11. The books, papers, records and accounts of the Parties hereto, insofar as they relate to the items of expense for labor and materials or are in any way connected with the work herein contemplated, shall be retained and at all reasonable times be open to inspection and audit by the agents and authorized representatives of the other Party hereto, and representatives of governmental agencies as required by law, for a period of four (4) years from the date of final payment. Upon completion of the Project, City, Authority, and/or representatives of governmental agencies as required by law,

14. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for the County of San Bernardino or the District Court for the Southern District of California, as appropriate.

15. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement shall not be construed to be a waiver of any subsequent or other default or breach, nor shall the failure to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the enforcement of the full provisions hereof.

16. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.

17. This Agreement constitutes the entire understanding and agreement of the Parties hereto and supersedes all previous negotiations, discussions, and agreements between the Parties with respect to the subject matter hereof. No parol evidence shall be permitted to contradict or vary the terms of this Agreement.

18. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

19. The Parties agree that all of the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties' successors and assigns, except that neither City, Authority, nor BNSF may assign any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

20. The Recitals above are hereby incorporated into this section as though fully set forth herein and each party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

21. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this document.

22. To the fullest extent permitted by law, the City hereby releases, indemnifies, defends and hold harmless the other Parties and their affiliated companies, partners, successors, assigns, legal representatives, officers, elected officials, directors, shareholders, employees and agents for, from and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands,

judgments and expenses (including, without limitation, court costs and attorneys' fees) of any nature, kind or description of any person (including, without limitation, the employees of the parties hereto) or entity to the extent such claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and expenses, whether actual, alleged, or threatened, arise directly out of, result from or are related to the acts, omissions or are attributable to the negligence, misconduct, or fault of the indemnifying party, its officers, agents, invitees, employees or contractors or anyone directly or indirectly employed by any of them, or others performing services in furtherance of the construction or maintenance of the Safety Improvements or the operation of the Quiet Zone.

a. City shall also defend, indemnify and hold harmless BNSF, its affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees and agents from and against any claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs and attorneys' fees) of any nature, kind or description of any person alleging the Quiet Zone causes additional noise from the BNSF gate crossing bells, or that the Quiet Zone causes additional traffic delays or diminution in property value as it relates to BNSF's operation within the Quiet Zone.

23. It is acknowledged by the parties that the Authority is functioning as a funding agency for the Quiet Zone in conjunction with the overall regional transportation improvements represented by the Colton Crossing Project, has no responsibility for the actual construction, operation or maintenance of the Quiet Zone and shall not be liable or responsible to either of the other parties for anything related to the construction, operation or maintenance of the Quiet Zone.

24. During construction of the Safety Improvements, the City shall ensure that the contractor maintains all the insurance required by Section 3 of Exhibit "C-1". The City shall be insured for its general liability coverage up to \$4 million. The City shall participate in large risk pool CSAC-EIA/CPEIA coverage which provides excess coverage from \$4 million to \$15 million, or in a similar program of insurance providing these limits and scope of coverage. The City shall maintain excess coverage beyond the limits of the pool coverage with total limits of \$50 million. The City may determine from time to time to increase the amount of self-insurance coverage. If the City makes a determination to increase the self-insurance amount, the large risk pool coverage shall apply over the self-insurance amount. The City shall remove any exclusions relating to performance of operations within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass, or crossing from its general liability coverage for both the self-insured and excess policies, or purchase a separate railroad protective liability policy. If a separate railroad protective liability policy is purchased it shall be in an amount of at least \$2,000,000 per occurrence and \$6,000,000 aggregate. The insurance policies shall name BNSF and Authority, their directors, officers, agents and employees as additional insureds (or a named insured in the case of a separate railroad protective liability policy), and be primary to any insurance carried by BNSF.

25. The Parties agree to act in good faith in the performance of all obligations under this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the San Bernardino County Transportation Authority, City of Colton, acting by and through its Mayor or his designee and by BNSF attested by its duly qualified and authorized officials as of the date first hereinabove written.

BNSF RAILWAY COMPANY
A Delaware corporation

CITY OF COLTON
A public body

Sanford C Sexhus
Vice President of Engineering

Sarah S. Zamora
Mayor

Approved as to Legal Form

City Attorney

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY,**
A joint powers authority

Janice Rutherford
President, Board of Directors

Approved as to Legal Form

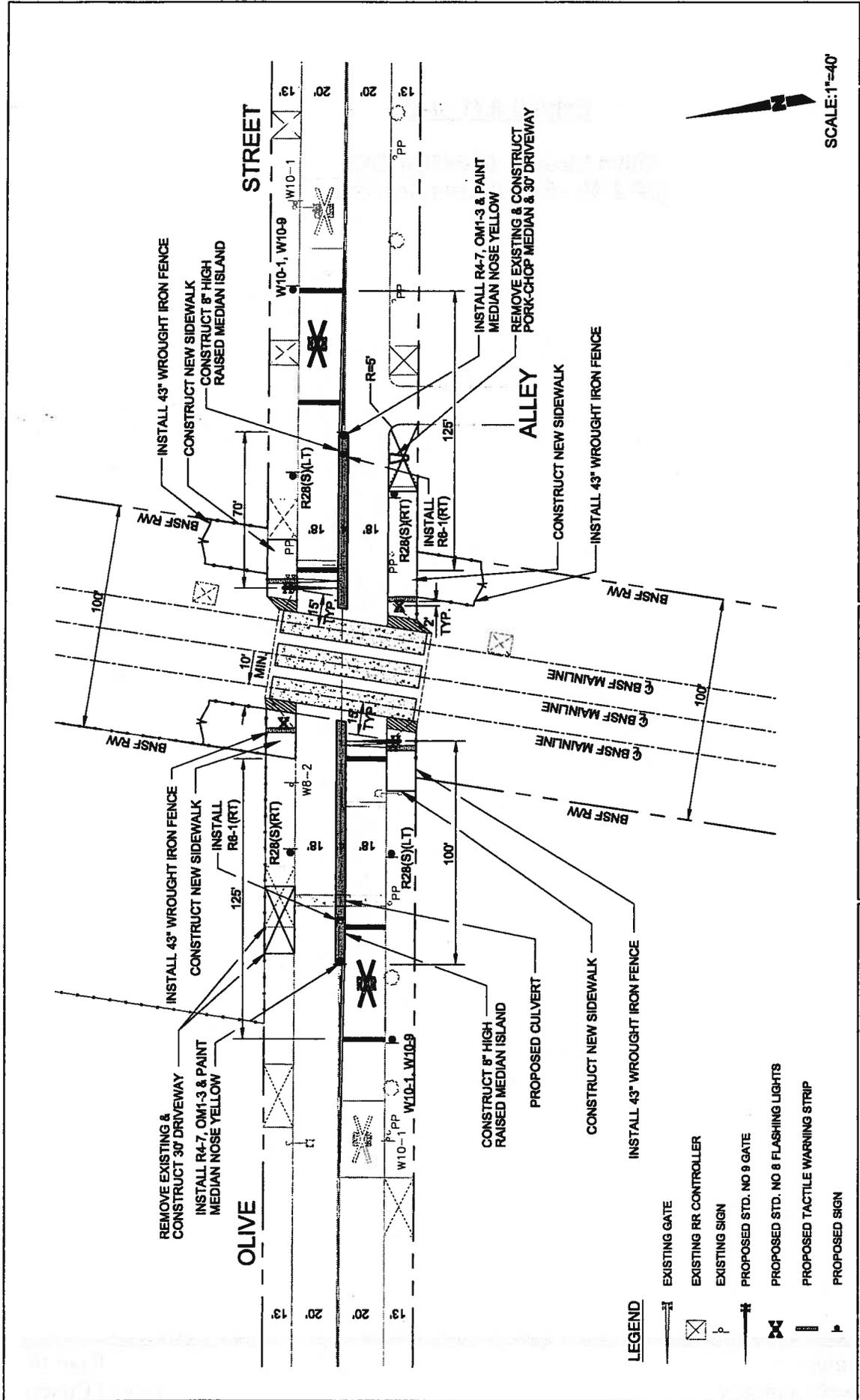
Eileen Monaghan Teichert
General Counsel

Concurrence

Jeffrey Hill
Contract Administrator

Exhibit A (1 of 2)

**Olive Street – 026450W DOT
MP 2.40 - San Bernardino Sub**



- LEGEND**
- EXISTING GATE
 - EXISTING RR CONTROLLER
 - EXISTING SIGN
 - PROPOSED STD. NO 9 GATE
 - PROPOSED STD. NO 8 FLASHING LIGHTS
 - PROPOSED TACTILE WARNING STRIP
 - PROPOSED SIGN

SCALE: 1"=40'

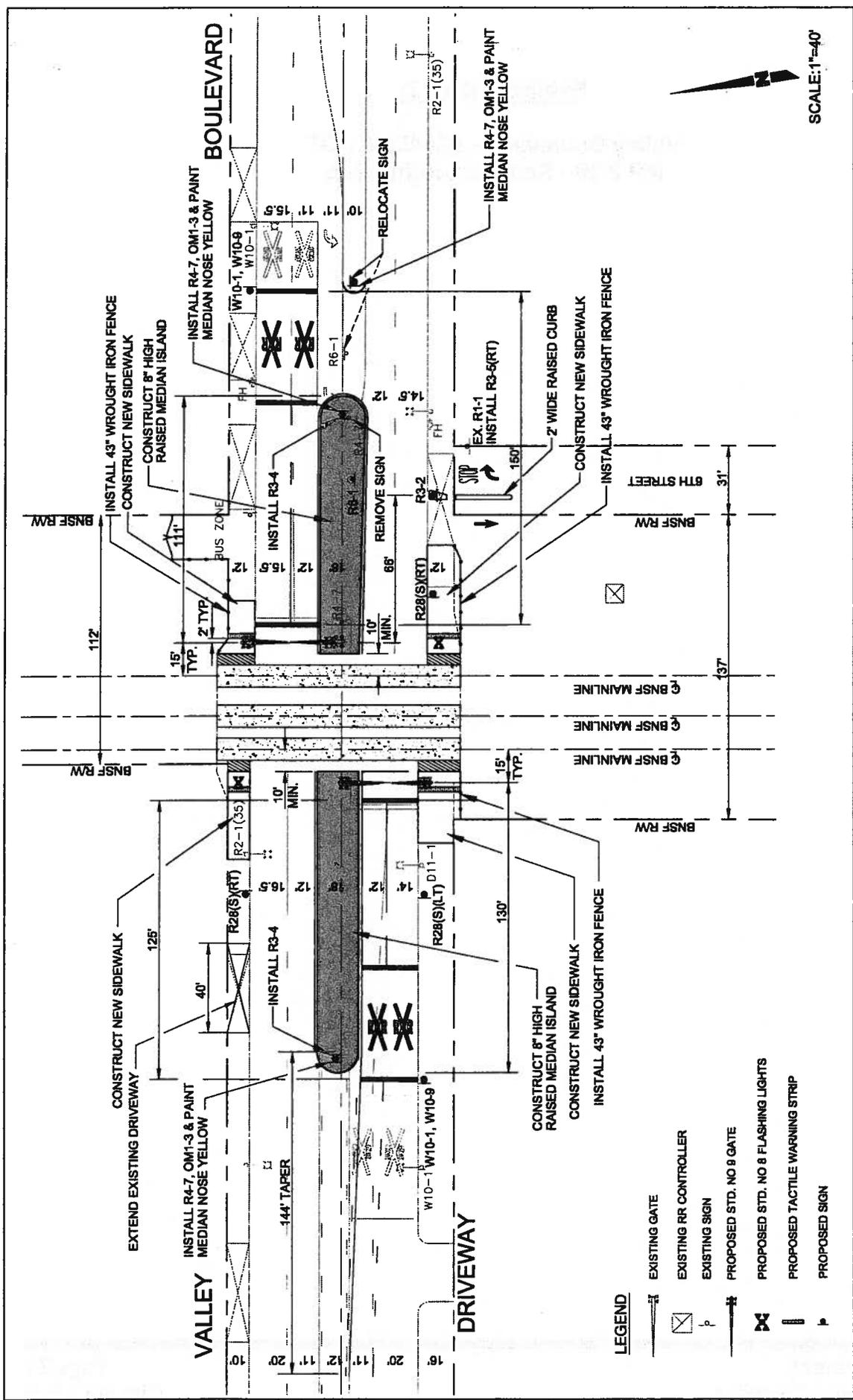


<p>COLTON QUIET ZONE ASSESSMENT</p>	<p>OLIVE STREET CONCEPTUAL IMPROVEMENTS RAISED MEDIAN ISLANDS</p>
<p>FIGURE P-1.1</p>	

DESIGN TEAM	DATE	REVISION	DATE	BY
DESIGNED BY	7/26/11	7/26/11		
DRAWN BY	DY	7/26/11		
CHECKED BY	JD	7/26/11		
SCALE				
HORIZ. AS SHOWN		VERT. N/A		

Exhibit A (2 of 2)

**Valley Boulevard – 026456M DOT
MP 3.10 - San Bernardino Sub**



LEGEND

- EXISTING GATE
- EXISTING RR CONTROLLER
- EXISTING SIGN
- PROPOSED STD. NO 8 GATE
- PROPOSED STD. NO 8 FLASHING LIGHTS
- PROPOSED TACTILE WARNING STRIP
- PROPOSED SIGN

**VALLEY BOULEVARD
CONCEPTUAL IMPROVEMENTS
RAISED MEDIAN ISLANDS**

**FIGURE
P-4.1**

DESIGN TEAM	DATE
DESIGNED BY: [Signature]	7/26/11
DRAWN BY: [Signature]	7/26/11
CHECKED BY: [Signature]	7/26/11
SCALE	

M.D. AT HOME VERT. 1/1/1

JMD
JAMES M. DUNN & ASSOCIATES
CIVIL ENGINEERS AND ARCHITECTS
10000 VALLEY BOULEVARD, SUITE 100
DALLAS, TEXAS 75243
TEL: 972.443.8800
WWW.JMDGROUP.COM

**COLTON
QUIET ZONE ASSESSMENT**



SCALE: 1"=40'

Exhibit B

Please see attachment - BNSF Signal Estimates

VALLEY BLVD. - CONSTANT WARNING	3.0 EA N	17,113	
VALLEY BLVD. - COUPLER, TJC	6.0 EA N	5,070	
VALLEY BLVD. - FIELD MATERIAL	1.0 LS N	10,357	
VALLEY BLVD. - FLASHER COMPLETE	2.0 EA N	5,400	
VALLEY BLVD. - FOUNDATION, STEEL	6.0 EA N	4,254	
VALLEY BLVD. - GATE KEEPER	4.0 EA N	7,384	
VALLEY BLVD. - GATE MECHANISM	4.0 EA N	28,060	
VALLEY BLVD. - INDUCTOR, D.L.	12.0 EA N	5,712	
VALLEY BLVD. - LED LIGHT ADJUSTMENT	24.0 EA N	5,160	
VALLEY BLVD. - LED LIGHT GATE KIT	4.0 EA N	724	
VALLEY BLVD. - LIGHT OUT DETECTOR	2.0 EA N	1,892	
VALLEY BLVD. - RECORDER	1.0 EA N	3,748	
VALLEY BLVD. - REMOTE HSE #2 COMPLETE	1.0 LS N	95,230	
VALLEY BLVD. - SHUNT, NBS	12.0 EA N	11,340	
VALLEY BLVD. - SHUNT, WBS	8.0 EA N	2,200	
VALLEY BLVD. - TELLULAR DEVICE	1.0 EA N	2,600	
MATERIAL HANDLING		375	
USE TAX		49,823	
OFFLINE TRANSPORTATION		8,282	
		<hr/>	
TOTAL MATERIAL COST		717,754	717,754

OTHER			

AC POWER SERVICE - "E" STREET	1.0 LS	20,000	
AC POWER SERVICE - OLIVE ST.	1.0 LS	20,000	
AC POWER SERVICE - VALLEY BLVD.	1.0 LS	30,000	
CONTRACT ENGR. - "E" STREET	1.0 EA N	1,500	
CONTRACT ENGR. - "H" STREET	1.0 EA N	1,500	
CONTRACT ENGR. - OLIVE ST.	1.0 EA N	12,000	
CONTRACT ENGR. - VALLEY BLVD.	1.0 EA N	14,500	
DIRECTIONAL BORE - "E" STREET	1.0 EA N	15,000	
DIRECTIONAL BORE - OLIVE ST.	1.0 EA N	25,000	
DIRECTIONAL BORE - VALLEY BLVD.	1.0 EA N	30,000	
SURFACE ROCK - OLIVE ST.	10.0 CY N	250	
		<hr/>	
TOTAL OTHER ITEMS COST		169,750	169,750
PROJECT SUBTOTAL			1,609,261
CONTINGENCIES			160,926
BILL PREPARATION FEE			17,702
			<hr/>
GROSS PROJECT COST			1,787,889
LESS COST PAID BY BNSF			0
			<hr/>
TOTAL BILLABLE COST			1,787,889

BNSF RAILWAY COMPANY

TO LOS ANGELES

TO SAN BERNARDINO

EASTWARD APPR. 4171'
30 MPH

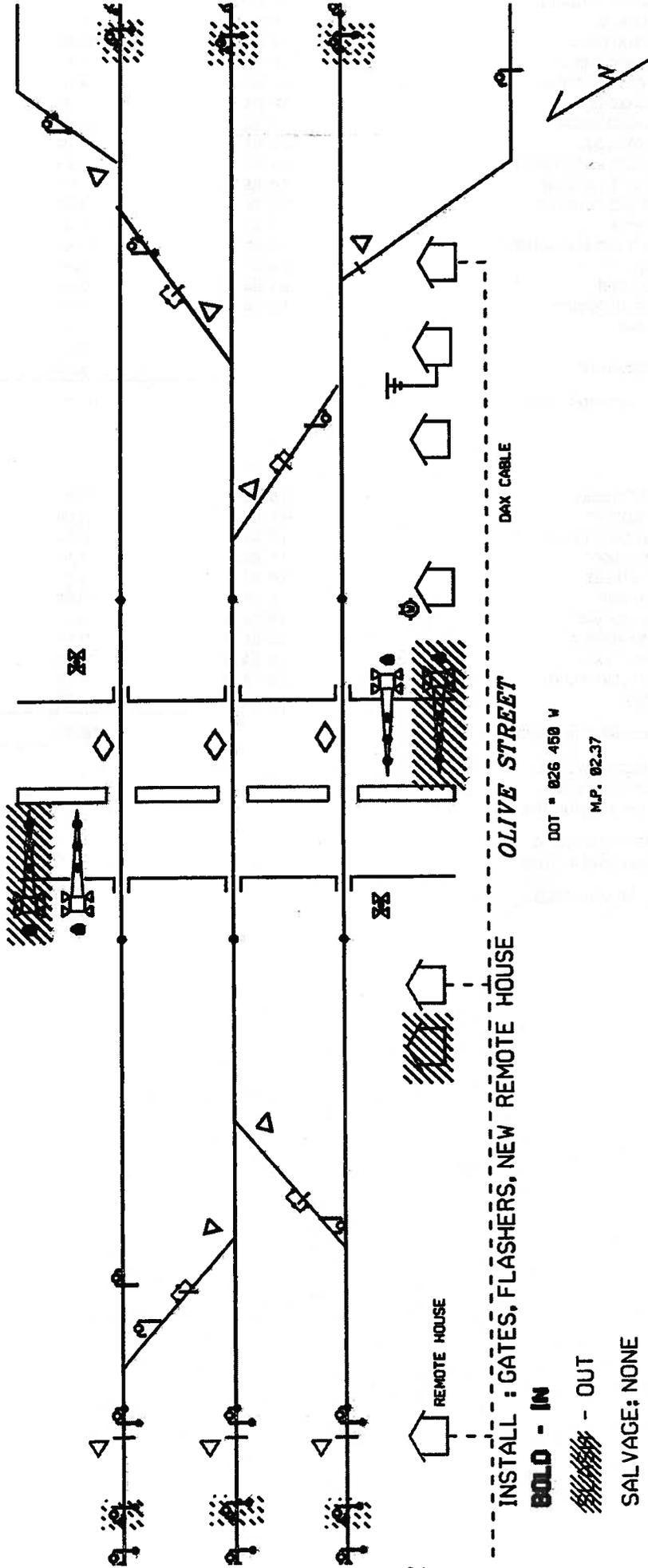
WESTWARD APPR. 4171'
30 MPH

120' MIN.

40'

50' MIN.

50' MIN.



INSTALL : GATES, FLASHERS, NEW REMOTE HOUSE

BOLD - IN

--- - OUT

SALVAGE: NONE

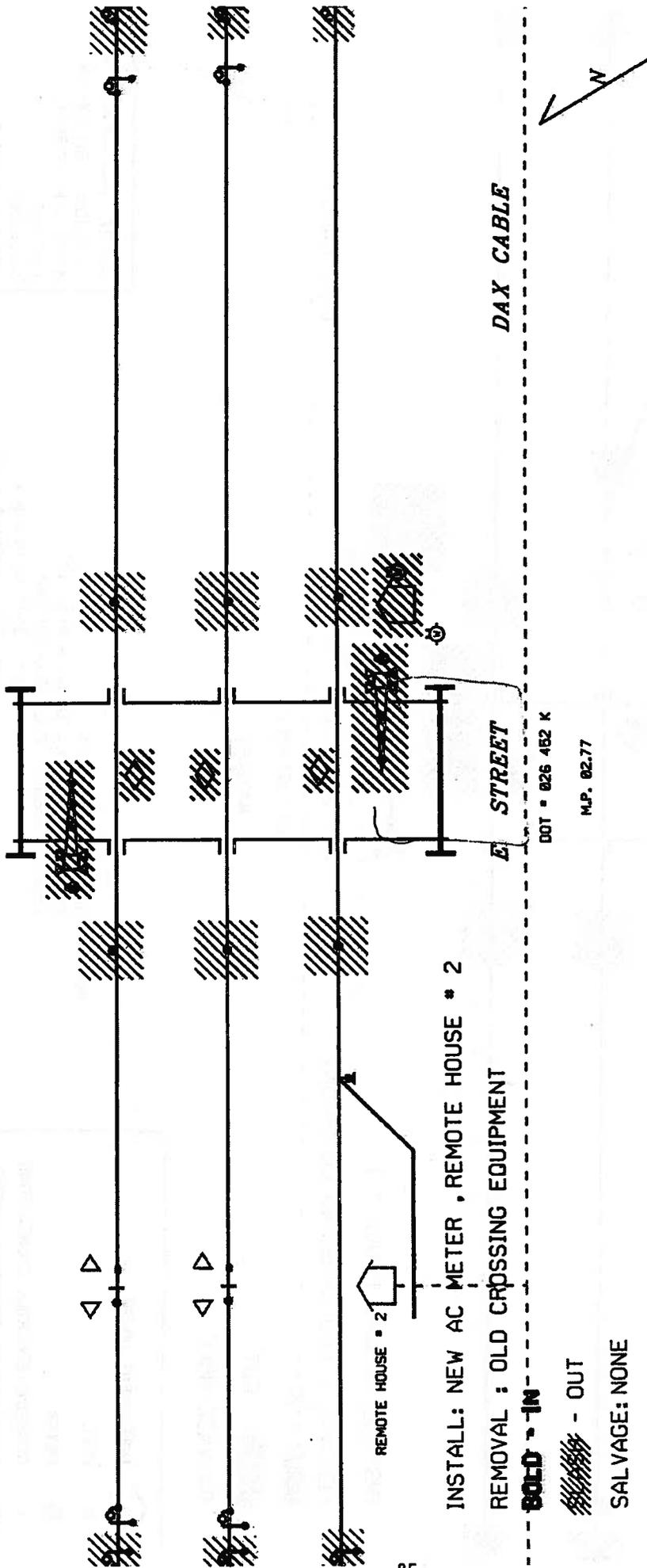
DOT # 026 458 W

M.P. 02.37

- INSTRUMENT HOUSE
- BELL
- METER
- CROSSING CONTROL CONNECTIONS
- BIDIRECTIONAL CROSSING CONTROL
- UNIDIRECTIONAL CROSSING CONTROL
- COUPLER OR TERMINATION
- GUARD RAIL

Warning device placement:
 Clearance to C.L. Track = Min. 12'
 Edge of Road to C.L. Foundation:
 Min. 5'3" with curb,
 Min. 9'3" without curb,
 Max. 12'
 House Clearance:
 25' Min. to Near Rail
 30' Min. to Edge of Road
 ALL LIGHTS TO BE LED

BNSF RAILWAY CO.
 LOCATION: COLTON, CA
 STREET: OLIVE STREET.
 LS: 7602
 M.P. 02.37
 DOT # 026 458 W
 DIVISION: CALIFORNIA
 SUBDIVISION: SAN BERNARDINO
 KANSAS CITY
 NO SCALE
 DATE: 07/13/2011
 FILE: 760202 37.dgn



	INSTRUMENT HOUSE
	BELL
	METER
	CROSSING CONTROL CONNECTIONS
	BIDIRECTIONAL CROSSING CONTROL
	UNIDIRECTIONAL CROSSING CONTROL
	COUPLER OR TERMINATION
	GUARD RAIL

Warning device placement:
 Clearance to C.L. Track = Min. 12'
 Edge of Road to C.L. Foundation:
 Min. 5'3" with curb,
 Min. 9'3" without curb,
 Max. 12'

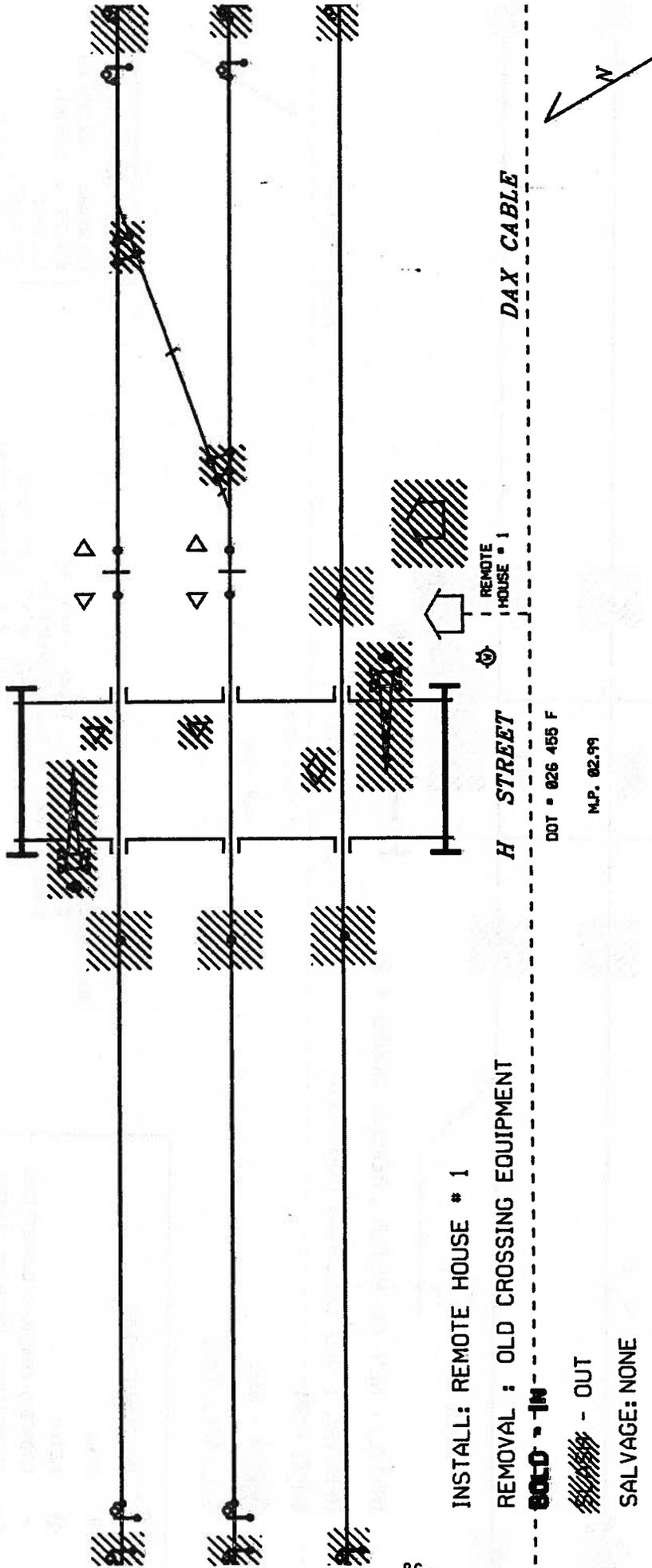
House Clearance:
 25' Min. to Near Rail
 30' Min. to Edge of Road
 ALL LIGHTS TO BE LED

BNSF RAILWAY CO.	
LOCATION:	COLTON, CA
STREET:	E STREET.
LS:	7602
M.P.	02.77
DOT #	026 482 K
DIVISION:	CALIFORNIA
SUBDIVISION:	SAN BERNARDINO
KANSAS CITY	
NO SCALE	
DATE:	07/13/2011
FILE:	760202 77.dgn

BNSF RAILWAY COMPANY

TO LOS ANGELES ←

→ TO SAN BERNARDINO



INSTALL: REMOTE HOUSE * 1

REMOVAL: OLD CROSSING EQUIPMENT

DOT * 026 455 F

M.P. 02.99

SALVAGE: NONE

INSTRUMENT HOUSE

BELL

METER

CROSSING CONTROL CONNECTIONS

BIDIRECTIONAL CROSSING CONTROL

UNIDIRECTIONAL CROSSING CONTROL

COUPLER OR TERMINATION

GUARD RAIL

Warning device placement:

Clearance to C.L. Track = Min. 12'

Edge of Road to C.L. Foundation:

Min. 5'3" with curb,

Min. 9'3" without curb,

Max. 12'

House Clearance:

25' Min. to Near Rail

30' Min. to Edge of Road

ALL LIGHTS TO BE LED

BNSF RAILWAY CO.

LOCATION: COLTON, CA

STREET: H STREET.

LS: 7602

M.P. 02.99

DOT * 026 455 F

DIVISION: CALIFORNIA

SUBDIVISION: SAN BERNARDINO

KANSAS CITY

NO SCALE

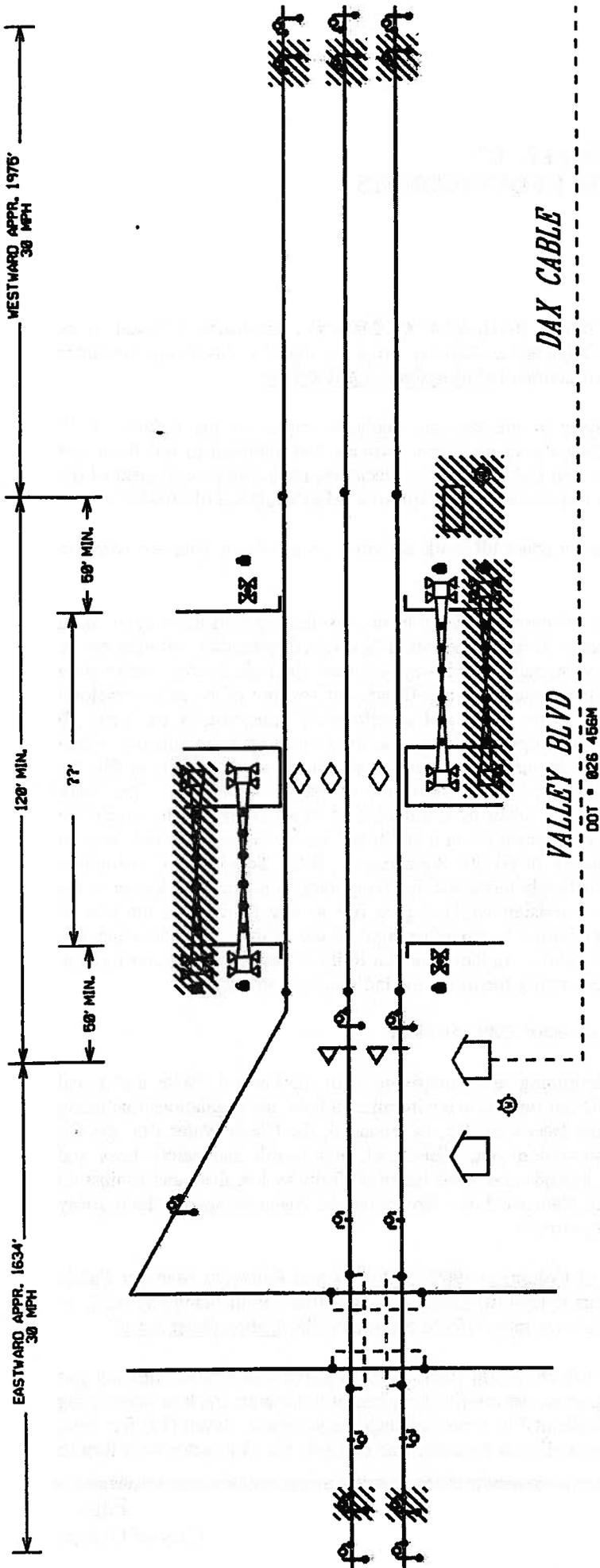
DATE: 07/13/2011

FILE: 760202 99.dgn

The Burlington Northern & Santa Fe Railway Company

TO LOS ANGELES

TO SAN BERNARDINO



INSTALL: GATES, FLASHERS.
 CONTROL DEVICES: CONSTANT WARNING

BOLD - IN

----- - OUT

SALVAGE: NONE

	INSTRUMENT HOUSE
	BELL
	METER
	CROSSING CONTROL CONNECTIONS
	BIDIRECTIONAL CROSSING CONTROL
	UNIDIRECTIONAL CROSSING CONTROL
	COUPLER OR TERMINATION
	GUARD RAIL

Warning device placement:
 Clearance to C.L. Track = Min. 12'
 Edge of Road to C.L. Foundation:
 Min. 4'3" with curb.
 Min. 8'3" without curb.
 Max. 12'
 House Clearance:
 25' Min. to Near Rail
 30' Min. to Edge of Road
 ALL LIGHTS TO BE LED

M.P. 93.07

VALLEY BLVD
 DOT # 026 456M

DAX CABLE

BNSF RAILWAY CO.
 LOCATION: COLTON, CA.
 STREET: VALLEY BLVD.
 LS: 7602
 M.P. 03.07
 DOT # 026 456 M
 DIVISION: CALIFORNIA
 SUBDIVISION: SAN BERNARDINO
 KANSAS CITY
 NO SCALE
 DATE: 07/14/11
 FILE: 760203.07.dgn
 JWM

EXHIBIT "C" CONTRACTOR REQUIREMENTS

1.01 General

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of **Colton Quiet Zone Project**.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; or (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Public Works Director, City of Colton

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- **1.01.06** The Contractor must notify the (City of Colton) at (909) 370-5065 and Railway's Manager Public Projects, telephone number (909)386-4472 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway, must refer to Railroad's file "Colton Quiet Zone."
- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish

the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.contractororientation.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- **1.03.02** The Contractor must notify the Railway's General Manager Mark Kirschinger at (909) 386-4150 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
 - 15' Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:

- 25' Horizontally from centerline of nearest track
 - 23'-3 1/2" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the City of Colton and must not be undertaken until approved in writing by the Railway, and until the City of Colton has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
 - **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
 - **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by City of Colton for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
 - **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railway's tracks at any point other than a public road crossing. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
 - **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
 - **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.contractororientation.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services on railroad property under this Agreement.
The background screening shall at a minimum meet the criteria defined by the e-RAILSAFE program outlined at <http://www.e-railsafe.com> in addition to any other applicable regulatory requirements. The e-RAILSAFE

program uses rail industry background screening standards.

Contractor shall obtain consent from all employees screened in compliance with the e-RAILSAFE program criteria to release completed background information to BNSF. Contractor shall be subject to periodic audit to ensure compliance.

Contractor shall not permit any of its employees, subcontractors or agents to perform services on property hereunder who are not approved under e-RAILSAFE program standards. Railroad shall have the right to deny entry onto its premises to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth for the e-RAILSAFE program or who pose a threat, in Railroad's reasonable opinion, to the safety or security of Railroad's operations.

Contractors shall ensure its employees, subcontractors and agents are United States citizens or legally working in this country under a work VISA.

1.05 Railway Flagger Services:

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

bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

- **1.05.03d** The average train traffic on this route is 58 freight trains per 24-hour period at a timetable speed 60 MPH and 24 passenger trains at a timetable speed of 70 MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railroad's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.contractororientation.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railroad's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information**

contained on the web site and the information in this paragraph, the web site will govern.)

- **1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILROAD'S REPRESENTATIVE.**
- **1.06.10 Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)**
- **1.06.11 Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.**
- **1.06.12 All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.**

1.07 Excavation

- **1.07.01 Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact BNSF's Field Engineering Representative (Greg Rousseau, 909-386-4079). All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- **1.07.02 The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.**
- **1.07.03 All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.**
- **1.07.04 Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.**

1.08 Hazardous Waste, Substances and Material Reporting

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

1.09 Personal Injury Reporting

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

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

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

- 1. Accident City/St _____ 2. Date: _____ Time: _____
County: _____ 3. Temperature: _____ 4. Weather _____
(if non-Railway location)
- 5. Social Security # _____
- 6. Name (last, first, mi) _____
- 7. Address: Street: _____ City: _____ St. _____ Zip: _____
- 8. Date of Birth: _____ and/or Age _____ Gender: _____
(if available)
- 9. (a) Injury: _____ (b) Body Part: _____
(i.e. (a) Laceration (b) Hand)
- 11. Description of Accident (To include location, action, result, etc.): _____
- 12. Treatment:
 - ? First Aid Only
 - ? Required Medical Treatment
 - ? Other Medical Treatment
- 13. Dr. Name _____ 30. Date: _____
- 14. Dr. Address:
Street: _____ City: _____ St: _____ Zip: _____
- 15. Hospital Name: _____
- 16. Hospital Address:
Street: _____ City: _____ St: _____ Zip: _____
- 17. Diagnosis: _____

**FAX TO
RAILWAY AT (817) 352-7595
AND COPY TO
RAILWAY ROADMASTER FAX**

EXHIBIT "C-1"

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

BNSF RAILWAY COMPANY
Attention: Manager Public Projects

Railway File: Colton QZ Project

Agency Project: _____

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract") dated _____, 2011, [***Drafter's Note: insert the date of the contract between the Agency and the Contractor here] with the City of Colton for the performance of certain work in connection with the following project: Colton QZ Project. Performance of such work will necessarily require contractor to enter BNSF RAILWAY COMPANY ("Railway") right of way and property ("Railway Property"). The Contract provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for City of Colton (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

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

Section 1. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF RAILWAY.**

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

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to

be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railroad to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILROAD FOR RAILROAD'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

Section 2. TERM

This Agreement is effective from the date of the Contract until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

Section 3. INSURANCE

Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the contractor. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

- ◆ The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railroad.
- ◆ Additional insured endorsement in favor of and acceptable to Railroad.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railroad.

It is agreed that any workers' compensation exclusion does not apply to *Railroad* payments related to the Federal Employers Liability Act or a *Railroad* Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance must contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railroad.
- ◆ Additional insured endorsement in favor of and acceptable to Railroad.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railroad.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railroad.

D. Railroad Protective Liability insurance naming only the **Railroad** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railroad** prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to contractor.

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against **Railroad** for all claims and suits against **Railroad**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railroad** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railroad** for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor is not allowed to self-insure without the prior written consent of **Railroad**. If granted by **Railroad**, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all **Railroad** liabilities that would otherwise, in accordance with the provisions of this **Agreement**, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor must furnish to **Railroad** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify **Railroad** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision must be indicated on the certificate of insurance. Upon request from **Railroad**, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

Ebix BPO
PO Box 12010-BN
Hemet, CA 92546-8010
Fax number: 951-652-2882
Email: bnsf@ebix.com

Any insurance policy must be written by a reputable insurance company acceptable to **Railroad** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

Contractor represents that this **Agreement** has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this **Agreement**. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above. Not more frequently than once every five years, **Railroad** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming **Railroad** as an additional insured, and requiring that the subcontractor release, defend and indemnify **Railroad** to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify **Railroad** herein.

Failure to provide evidence as required by this section will entitle, but not require, **Railroad** to terminate this **Agreement** immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this **Agreement**. Damages recoverable by **Railroad** will not be limited by the amount of the required insurance coverage.

For purposes of this section, **Railroad** means "Burlington Northern Santa Fe Corporation", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

Section 4. EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Contract, and the Contractor Requirements set forth on Exhibit "C" attached to the Contract and this Agreement, , including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site.

Section 5. TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay are currently \$382.20 per hour per incident. **THE RATE THEN IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER SHALL BE USED TO CALCULATE THE ACTUAL COSTS OF TRAIN DELAY PURSUANT TO THIS AGREEMENT.**

Contractor and its subcontractors must give Railway's representative (Greg Rousseau - 909-386-4079) four (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor shall establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway shall not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, shall constitute an Agreement between us.

Contractor

BNSF Railway Company

By: _____

By: _____

Printed Name: _____

Name: _____

Manager Public Projects

Title: _____

Accepted and effective this _____ day of 20__.

Contact Person: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

E-mail: _____



- 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 14, 2013

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

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

Approve Amendment No. 2 to Right-of-Way Cooperative Agreement C10191 with the City of Fontana and the County of San Bernardino for the I-10/Cherry Avenue Interchange Right-of-Way Capital and Support costs increasing the original contract amount by \$3,000,000, for a new contract value of \$12,503,000, with SANBAG's contribution increasing by \$1,515,000 for a total contribution of \$5,161,000.

Background: **This is an amendment to an existing right-of-way cooperative agreement.** In May 2008, SANBAG began its partnership with the County of San Bernardino and City of Fontana to deliver the Cherry Avenue Interchange construction project. SANBAG entered into cooperative agreements covering the project's design and right of way phases, C08055 and C10191 respectively, with the County of San Bernardino and City of Fontana. The Right-of-Way Agreement C10191 for Cherry Avenue Interchange was approved by the Board of Directors in April 2010 defining the funding shares, responsibilities and stipulations for the

*

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

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

Check all that apply.

MVSS1302a-cc

Attachments: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C10191-02.docx>
<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C10191-02Att-A1.pdf>

right-of-way acquisition work. The agreements recognize that outstanding balances between the SANBAG Nexus Study percentage amounts and the actual amounts paid by each agency require reconciliation in a future cooperative agreement amendment following construction close-out activities. This amendment No. 2 to agreement C10191 also considers each phase cost and party contribution throughout the project and has attempted to reconcile all party shares as much as practicable to minimize any surplus or negative credits. Attachment A-1 to the agreement herein details the party shares and the funding reconciliation considering all phases of project development.

The right-of-way acquisition work has been substantially completed by the County of San Bernardino for the Cherry Avenue Interchange, with all property full and partial takes acquired allowing utility relocation and interchange construction to commence. However, the County has identified higher right-of-way costs requiring additional budget, hence the right-of-way cooperative agreement C10191 needs to be amended. These additional costs over the initial estimate are because of complex property acquisitions and more challenging utility relocations. Specifically, these challenging right-of-way tasks include:

- Eminent domain legal cases with extensive condemnation proceedings for existing motel and truck stop facility, and
- Property settlement negotiations with a restaurant and three (3) commercial truck sale companies, and
- Property negotiations to maintain existing lease agreements with cell tower company and related relocations, and
- Site demolition work including hazardous material testing and/or abatement, and
- Negotiate agreements, including relocating, with billboard company, and
- More challenging utility relocation work.

During the right-of-way phase, the County team was able to perform more detailed appraisals, on-site property visits and hold one-on-one meetings with business owners and utility companies throughout the project limits to more accurately assess the costs for the right-of-way work. As a result, the County team has estimated that additional costs of \$3,000,000 are required to complete the right-of-way work. Of course, the cost will not be finalized until all the right-of-way transactions are complete. Staff recommends approval of amendment No. 2 to agreement C10191.

Financial Impact: This item is consistent with the SANBAG Fiscal Year 2012/2013 budget. The funding source is Measure I Major Projects Valley Freeway Interchange Fund, Task No. 0826

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

Responsible Staff: Paula Beauchamp, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 10191 Amendment No. 2

By and Between

San Bernardino County Transportation Authority and County and C/o Fontana

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

Board of Director's Meeting Date: March 6, 2013
Overview of BOD Action: Approve C10191-02 between SANBAG and County and C/o Fontana

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW			
Original Contract Amount	\$	3,646,000	Original Contingency Amount
			\$ 0.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	3,646,000	Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$ 0
Current Amendment Amount	\$	1,515,000	Contingency Amendment
			\$
TOTAL CONTRACT VALUE	\$	5,161,000	TOTAL CONTINGENCY VALUE
			\$ 0.00
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 5,161,000

Contract Start Date March 24, 2010	Current Contract Expiration Date December 31, 2018	Revised Contract Expiration Date N/A
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. Amendment No. 1 was processed to extend the expiration date.		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0826</u> .	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? Measure I Valley Freeway Interchange Fund.	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds
<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input checked="" type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: Measure I Valley Freeway Interchange Fund.	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

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

Chao Costello
Project Manager (Print Name)

Garry Colue
Task Manager (Print Name)

Andrea Zureick
Dir. of Fund Admin. & Programming (Print Name)

Jeffery Hill
Contract Administrator (Print Name)

Chief Financial Officer (Print Name)

[Signature] 1/23/13
Signature Date

[Signature] 1-31-13
Signature Date

[Signature] 2/5/13
Signature Date

[Signature] 2/6/13
Signature Date

Signature Date

AMENDMENT NO. 2 TO
AGREEMENT NO. C10191
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF FONTANA
AND
COUNTY OF SAN BERNARDINO
FOR
INTERCHANGE RECONSTRUCTION AT I-10 CHERRY AVENUE IN THE
CITY OF FONTANA

THIS AMENDMENT NO. 2 to Agreement No. C10191 is entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the County of San Bernardino (hereinafter referred to as "COUNTY") and the City of Fontana (hereinafter referred to as "CITY").

WITNESSETH:

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

WHEREAS, this Agreement was amended on December 5, 2012 by all Parties to extend the expiration date throughout the duration of the PROJECT to December 31, 2018; and

WHEREAS, this Agreement amendment is intended to increase the budget and be shared by all Parties to complete the additional PROJECT ROW Work as described herein; and

WHEREAS, SANBAG, COUNTY AND CITY agree to amend this Agreement and augment the ROW budget to allow the COUNTY, the lead agency performing ROW Work on Cherry Interchange, to complete the additional ROW work; and

WHEREAS, SANBAG, COUNTY AND CITY agree that additional ROW Work is required for the Project, assuming that they are eligible Project ROW Work expenses as described within the original Agreement and subject to all requirements thereto; and

WHEREAS, Attachment A-1 to this Amendment No. 2 has been updated to reconcile contributions of all Parties through completion of the ROW Phase covered by this Agreement and any Advanced Funds discussed in the original agreement are considered within the cost share calculations as positive or negative credits; and

WHEREAS, upon completion of the PROJECT, any shortage of funds or any surplus payments paid by any Party will be reconciled in a future amendment; and

WHEREAS, the total estimated cost of ROW Work for PROJECT is hereby amended to \$12,503,000 from the previous amount of \$9,503,000 to reflect the additional cost of the additional ROW work.

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

1. Amend Section I, entitled "SANBAG RESPONSIBILITIES:" to add a new paragraph identified as 5, which states:

"5. In accordance with the Measure I 2010-2040 Strategic Plans ("Strategic Plan"), to be responsible for 64.6% of the additional, eligible PROJECT ROW WORK expenses that are incurred by the COUNTY for an amount not to exceed \$1,515,000 as shown in Attachment A-1."

2. Amend Section II, entitled "COUNTY RESPONSIBILITIES:", to add a new paragraph identified as 12, which states:

"12. In accordance with the Strategic Plan, to be responsible for 22.7% of the additional, eligible PROJECT ROW WORK expenses that are incurred by the COUNTY for an amount not to exceed \$363,000 as shown in Attachment A-1."

3. Amend Section III, entitled "CITY RESPONSIBILITIES:" to add a new paragraph identified as 3, which states:

"3. In accordance with the Strategic Plan, to be responsible for 12.7% of the additional, eligible PROJECT ROW WORK expenses that are incurred by the COUNTY for an amount not to exceed \$356,000 as shown in Attachment A-1."

4. Amend SECTION V. ENTITLED "IT IS MUTUALLY AGREED:" as follows:
 - a. Amend paragraph 2., to delete "\$9,503,000" as the PROJECT ROW Work costs and replace with "\$12,503,000" as shown in Attachment A-1.
 - b. to add a new paragraph identified as 17, which states:

"17. The PROJECT ROW Work costs were originally estimated to be \$9,503,000 (see Attachment A-1). However, additional ROW Work is necessary to complete the Project and requires additional effort and budget that exceeds the costs within the original agreement. This additional ROW Work includes, but is not limited to, right of way acquisition, utility easements, temporary construction easements, advanced utility relocation work, site clearance activities, site demolition, property demolition, utility service disconnections, legal negotiations, eminent domain proceedings, and property settlements. This additional ROW Work is estimated as \$3,000,000 as shown in Attachment A-1 for a revised total ROW phase estimate of \$12,503,000. "
 - c. to add a new paragraph identified as 18, which states:

"18. This Amendment No. 2 has no impact on the funds authorized by the original agreement and those costs are unchanged. The additional ROW Work costs will be shared by each party in accordance with the SANBAG Nexus Study and considering any Advanced Funds paid by all Parties as shown in Attachment A-1."
5. Except as amended by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect.
6. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.
7. The Recitals are incorporated into the body of this Amendment No. 2 to Cooperative Agreement No. C10191.

SIGNATURES ON FOLLOWING PAGE:

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

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF FONTANA

By: _____
Janice Rutherford, President
SANBAG Board of Directors

By: _____
Aquanetta Warren, Mayor
City of Fontana

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
SANBAG General Counsel

By: _____
City Attorney

**SAN BERNARDINO COUNTY
BOARD OF SUPERVISORS**

CONCURRENCE:

By: _____
Josie Gonzales, Chair

By: _____
Jeffery Hill
Contract Administrator

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
Scott Runyan
County Counsel

Date: _____

C10191-02

Attachment A-1

Project Funding Table

ATTACHMENT A -1 (C10191-02)

CHERRY INTERCHANGE COSTS AND FUNDING
(Rounded to thousands)

Date: 09/07/2010
Date modified: 10/25/12, C.Costello
[Revised/funding plan to add N/W Amendment No. 1 of total \$3 Million]

64.6% of Project
35.4% of Project
64.0% of Development = 22.7% of Project
36.0% of Development = 12.7% of Project

County =
City =

PHASE	COST	IMD (Fed)	NET COST	FY	COUNTY		CITY		PUBLIC FUNDS			COMMENTS	
					CO-OP contribution	CREDIT	CO-OP contribution	CREDIT	MEASURE	STIP (\$K)	TCIF		CREDIT
					NEXUS 22.7%	COUNTY CREDIT	NEXUS 22.7%	CITY CREDIT	NEXUS 64.6%	CO-OP contribution	STIP (\$K)	TCIF	CREDIT
PA/ED	\$781		\$781	07/08	\$177	\$604	\$99	(\$99)	\$505	\$0			(\$505)
PS&E	\$5,065		\$5,065	07/08	\$1,150	\$2,242	\$643	(\$643)	\$3,272	\$1,823			(\$1,449)
PS&E (Amend. No. 1)	\$5,885		\$770	10/11	\$175	\$493	\$98	(\$97)	\$497	\$0			(\$209)
Cont. Support (Amend. No. 2)	\$6,600		\$765	11/12	\$174	(\$174)	\$97	\$0	\$494	\$842			\$148
N/W	\$9,503		\$9,503	08/09	\$2,157	(\$2,157)	\$1,207	\$742	\$6,139	\$3,508			\$1,415
R/W (C10191-02; Amend. No. 2)	\$12,503		\$3,000	12/13	\$681	(\$318)	\$381	(\$25)	\$1,938	\$1,515	\$0		(\$423)
CONSTRUCTION	\$60,781	\$1,225	\$59,556	10/11	\$13,519	(\$365)	\$7,864	\$96	\$39,473	\$9,734		\$30,773	\$1,034
TOTAL	\$80,665	\$1,225	\$79,440	\$0	\$18,033	\$18,033	\$10,089	\$0	\$51,318	\$16,637	\$3,508	\$30,773	\$0

Note:

1. This Attachment is intended to highlight this specific N/W Amendment 10191-02 fund share responsibility by each party, shown in bold/italic font, related to Amendment work outlined within C10191-02. All cost shares for construction remain unchanged.
2. Other PS&E costs are to be funded separately in accordance with prior Design Cooperative Agreement C08055 already in place.
3. This amendment considers each party's specific Nexus share percentage and is intended to equally balance any current positive/negative credits related to Advanced Funds that have been considered within prior project Cooperative Agreements.
4. STIP and TCIF funds directly reduce Measure as they are both Public funds in accordance with SANBAG Policy 4000L.



- 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 14, 2013

Subject: San Bernardino Valley Coordinated Traffic Signal System Tier 3 & 4 Maintenance and Monitoring

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

Award Contract No. C12027 with Advantec Consulting Engineers Inc. for San Bernardino Valley Coordinated Traffic Signal System Tier 3 & 4 Maintenance and Monitoring in an amount not-to-exceed \$800,000.

Background: **This is a new contract.** In September 1999, the San Bernardino Associated Governments (SANBAG) Board approved development of the San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) Tiers 1, 2, 3 and 4 Plan to be implemented over a 10-year period. SANBAG has worked with cities, county and California Department of Transportation (Caltrans) to implement a multijurisdictional plan for interconnecting and coordinating traffic signals in the San Bernardino Valley. The goal of the signal synchronization program is to decrease arterial travel times, congestion and pollution. Construction of the project required implementation of signal timing and coordination plans, hardware and communication upgrades, support monitoring and maintenance of signal operations. The plan identified a total of four tiers to fully implement the system. The first construction project completed Tiers 1 & 2 in 2008.

*

Approved
Board Metro Valley Study Session

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* 0 *Abstained:* 0

Witnessed: _____

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

Check all that apply.
 MVSS1302b-mb
 Attachment: C12027

In June 2009, SANBAG Board approved Contract No. C09179 with Advantec Consulting Engineers, Inc. for the design of the SBVCTSS Tiers 3 & 4 project. The scope of work for this contract had two phases. The first phase, design was completed in the middle of 2010, and second phase, implementation of the timing plans upon completion of construction, completed in January 2013.

In December 2010, the SANBAG Board approved Contract No. 10198 with Republic ITS for construction of the SBVCTSS Tiers 3 & 4 project. This work was completed in July 2012.

In July 2011, the SANBAG Board approved the Memorandum of Understanding (MOU) C11223 with the local agencies for the SBVCTSS. The MOU defines the roles and responsibilities, including maintenance, of the various parties according to the following principles:

- A. SANBAG to continue daily operations and maintenance of signal timing equipment and communications of Tiers 1 & 2 traffic signals through June 2011. Beginning July 2011 local jurisdiction will be responsible for daily operations and maintenance of signal timing equipment and communications of Tiers 1 & 2 traffic signals.
- B. Beginning July 2011, SANBAG will provide system support upon request from the local jurisdictions (on a case-by-case basis) to address major system issues that cannot be resolved by the local jurisdiction; and signal timing modifications in instances where new signals or signal phases are added within the system. Initially this service will be provided to the Tiers 1 & 2 system, with Tiers 3 & 4 system added after its 1 year of full maintenance is completed.
- C. SANBAG will provide one year of full maintenance (including signal timing, equipment and communications) for Tiers 3 & 4 upon completion of construction.

In August 2011, The Board authorized circulation of a Request for Proposal (RFP), C12033, for a firm to provide system support for Tiers 1, 2, 3, & 4 as described by Item B above. In November 2011, the SANBAG Board approved award of the contract to Albert Grover & Associates for a not-to-exceed amount of \$1,000,000. At the same meeting, the Board authorized the release of a RFP, C12027, for Tiers 3 & 4 one year full maintenance as described by Item C above.

In November 2011 federal Congestion Mitigation and Air Quality (CMAQ) were requested and the RFP C12027 was circulated. Three firms responded to the

request: Advantec Consulting Engineers, Iteris Inc., and Albert Grover & Associates. The evaluation team consisted of one representative each from SANBAG, City of Chino, Chino Hills, Ontario, Rialto, San Bernardino and County of San Bernardino. The evaluation team evaluated proposals on the following: the firm's experience, staff proposed for the project and the work-plan. After completing the review of the proposals, the evaluation team "short-listed" all three firms and invited them to interview.

Interviews were conducted on September 26, 2011. The firms were rated based on their presentation and responses to the interview questions. All three firms exhibited a variety of strengths in their presentations and responses. The team unanimously selected Advantec Consulting Engineering Inc. ("Advantec") as the most qualified to perform the work because they presented the best understanding of the required scope of services. They also demonstrated their extensive background with the project and extensive knowledge in signal timing maintenance.

In December 2012, we received the federal allocation of \$800,000 in Congestion Mitigation and Air Quality (CMAQ) funds for this project.

Due to the lapse of time since the contract was negotiated with Advantec, staff has confirmed with Advantec their willingness to still honor their proposal to provide the services at the not to exceed cost.

Based on the above, staff is recommending award of Contract No. C12027 with Advantec Consulting Engineers Inc. for San Bernardino Valley Coordinated Traffic Signal System Tier 3 & 4 Maintenance and Monitoring in the amount not-to-exceed \$800,000. In addition to the maintenance and monitoring, Advantec's scope includes the after study to quantify the benefits of the improvements.

Financial Impact: This item is consistent with the Fiscal Year 2012/2013 budget. The funding source is Congestion Mitigation and Air Quality (CMAQ) funds. The contract is being funded under Task No. 0701.

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

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 12027 Amendment No. _____

By and Between

Advantec Consulting Engineers and SANBAG

Contract Description San Bernardino Valley Coordinated Traffic Signal System Maintenance Monitoring Tiers 3 & 4

Board of Director's Meeting Date: 3/6/2013	
Overview of BOD Action: Award Contract No. C12027 with Advantec Consulting Engineers Inc. for San Bernardino Valley Coordinated Traffic Signal System Tier 3 & 4 Maintenance and Monitoring in an amount not-to-exceed \$800,000.	
Is this a Sole-Source procurement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

CONTRACT OVERVIEW			
Original Contract Amount	\$	800,000.00	Original Contingency Amount
			\$ 0.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$		Revised Contingency Amount <i>Inclusive of prior amendments</i>
			\$
Current Amendment Amount	\$		Contingency Amendment
			\$
TOTAL CONTRACT VALUE	\$	800,000.00	TOTAL CONTINGENCY VALUE
			\$ 0.00
TOTAL BUDGET AUTHORITY (contract value + contingency)			\$ 800,000.00

Contract Start Date 3/6/2013	Current Contract Expiration Date 3/6/2014	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. 0701.	
<input type="checkbox"/> A Budget Amendment is required.	
How are we funding current FY? Congestion Mitigation & Air Quality (CMAQ)	
<input checked="" type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds
<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: Congestion Mitigation & Air Quality (CMAQ)	
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	

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

Mike Barnum		1/31/13
Project Manager (Print Name)	Signature	Date
Garry Cove		1-31-13
Task Manager (Print Name)	Signature	Date
Andrea Zuvende		2/5/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		2/6/13
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

ATTACHMENT A

Scope of Work

ADVANTEC has developed the following scope of work for the monitoring of Tier 3 and 4 for a period of 1 year. ADVANTEC will engage HCI to provide monitoring services for the cities of Chino and Yucaipa.

1. Proactive Monitoring of Arterial Corridors

OBJECTIVE:- Monitoring traffic operations by driving through each of the corridors during all peak periods at least once a month and observing traffic conditions. Where significant traffic queuing is observed, or when all traffic movements are not cleared every cycle, adjust the signal timing parameters to improve traffic conditions.

We will drive each corridor during AM and PM peak periods once a month to evaluate traffic flow, identifying traffic signal timing problems, such as short greens, excessive queues, and excessive number of stops.

We will stop at locations where issues were identified, and access the controller to verify the existing signal timing parameters. Minor adjustments will be performed at the controller based on field observations. If the issue cannot be resolved on-site, then problem will be analyzed in our offices through use of the SYNCHRO model.

After finetuning the signal timing parameters, we will update the SYNCHRO model, develop new time-space diagrams, create new timing sheets, and update the timing sheets in the controller cabinet. All modifications to signal timing will be logged in a database (by agency, by intersection). Monthly reports showing timing changes for each intersection and agency can then be generated.

For new traffic signals, ADVANTEC will conduct traffic counts and prepare coordinated timing plans, and implement them during turn-on. It is assumed that up to 15 new signals may be installed during the 12 month period of this project.

2. Monitoring Seasonal Change of Traffic Patterns

OBJECTIVE:- Monitoring signal timing at seasonal change of traffic patterns: Beginning of Summer, Beginning of School Year, and during Holiday Seasons.

We will monitor traffic volumes and flow patterns at major seasonal events, such as end of school year (beginning of summer vacation), beginning of school year (in August), and holiday season (from Thanksgiving to Christmas). We will identify corridors with substantial changes in traffic volumes and flow patterns, and will modify the signal coordination plans to accommodate seasonal variation of traffic. If the observed traffic flows are significantly different, we will conduct turning movement counts and re-optimize the splits, offsets and cycle lengths through SYNCHRO. We will develop new time-of-day plans and/or special timing plans for corridors affected by seasonal changes.

After optimizing the signal timing parameters, we will develop new time-space diagrams, create new timing sheets, implement new coordination timing plans, observe and finetune the timing

parameters in the field, and update the timing sheets in the controller cabinet. All modifications to signal timing will be logged in a database (by agency, by intersection). Reports showing timing changes for each intersection and agency can then be generated.

3. Proactive Monitoring of TMC Operations

OBJECTIVE:- Visiting the local jurisdictions' offices regularly to observe the operations of their respective traffic signal systems, and updating all the operational parameters.

We will visit each agency's Traffic Management Center (TMC) on a monthly basis to check the operation of the central traffic signal system. We will verify that the server and workstations software is updated, and create backup copies of the central database. We will upload data from all controllers and compare to database to eliminate any discrepancies. Differences will be noted and corrected.

We will check the communications equipment and field masters located at the TMC/City Hall to ensure that they are operating properly. Any abnormal conditions will be brought to the attention of the local jurisdictions.

We will identify signal controllers that are offline, determine the cause, and attempt to bring them online. Problems with traffic signal interconnect will be reported to maintenance staff.

We will check the fault reports to review if there are any problems relating to the signal timing operations, and correct them as necessary.

We will work with each agency to setup Virtual Private Network (VPN) connections (or other remote connection: such as "LogMeIn.com") to their central traffic signal system server for remote access from our offices.

4. Proactive Monitoring of Intersection Operations

OBJECTIVE:- Consultant will visit each intersection to perform proactive checking that all the traffic signal operations are working properly, including checking the hardware operations such as detector inputs, clocks, and communications

We will visit each corridor on a quarterly basis, and check all signalized intersections along the corridor for proper signal operation (e.g. making sure that vehicle or pedestrian phases are not being skipped), check for coordination timing operation, phase sequences, as well as hardware operation, such as detector inputs, communications, and clock time.

Problems with faulty loop or video detection, pedestrian push buttons, burned out signal indications, damaged poles or cabinets and so on, will be reported to the agency's signal maintenance staff for repair. If there are failure of communications equipment implemented in Tier 3 and 4, ADVANTEC will coordinate with the equipment supplier and contractor during the warranty period to ensure that the faulty equipment are replaced, inclusive of parts and labor.

Some of the key activities when checking the hardware and database at the intersection includes:-

1. Detection - Check detection card to see if vehicle calls are being placed. Adjust the sensitivity of vehicle calls on the card. Visually inspect conditions of loops without

multimeter. Check video detection functionality and set call zones. If equipment is damaged, report to city maintenance staff to fix the problem.

2. Communications - Inspect communications when there is a drop or disconnection. Reset communication card and also check where the interconnect could have a break, and if so, inform the city to replace.
3. Timing/Clock – For intersections without a GPS clock or communications to the central server for synchronizing their internal clocks, check to see if the coordination is correct and the time clock is not drifting. If so then set the correct time.
4. Check coordination timing data – Check the timing plans to ensure that they are not being changed (by the maintenance contractor or Police). Make minor adjustment to fit to current condition due to changed traffic volumes over the years.

5. Responding to Local Jurisdictions/Residents Comments

OBJECTIVE:- Consultant will respond to local jurisdictions comments or their residents' complaints about traffic signal operations, observe the traffic operations in the field, and finetune the signal timing parameters to resolve the issues

When a local jurisdiction observed that there is an operational problem in the field, or when their local residents call to complain about traffic signal operation issues, ADVANTEC will respond within 1 business day and go to the field to observe the traffic operations. We will identify the cause of the issues, and adjust the signal parameters to resolve them. Implementation of synchronized traffic signal systems tends to favor the major arterials due to their higher traffic volumes. Sometimes, residents may find that it takes longer to turn from a side-street onto the main arterial, or vice versa. In the off peak periods, the signal may be running free or using semi-actuated operations, and side street traffic may be able to receive a green signal within a short time of it being detected. However, with the implementation of coordinated timing plans, these travelers may find that they need to wait longer during the peak period. ADVANTEC has dealt with many of these issues as part of our traffic signal monitoring services for cities. We have developed many techniques to deal with them. For example, we may evaluate the use of half-cycles for some minor street intersections to reduce the delay for side street traffic, or we may implement left-turn re-servicing for left-turn traffic from main street to the side street to reduce their delay. Sometimes, if the intersection is far away from the adjacent signalized intersections (e.g over ¼ mile) and if the side street traffic is light, we may even turn the intersection to run free. This may cause the synchronization along the arterial corridor to be lost, but if the intersections are far apart, the traffic platoon would be loose and the benefits of synchronization may still be achieved with an intermediate intersection running free, thereby tightening the platoon for subsequent downstream intersections to go through the 'green band'.

The above tasks will be conducted following the 'Performance Standards' below:

Task Required	ADVANTEC's Performance Standard
Proactive Monitoring of Corridors	Once a month
Monitoring Seasonal Change of Traffic Patterns	At key seasonal milestones, e.g. beginning of summer, holiday period, etc.
Proactive Monitoring of TMC Operations	Once a month
Proactive Monitoring of Intersections Operations	Once every 3 months
Responding to Local Jurisdictions/Residents Comments	On site within 1 business day

6. Meetings

ADVANTEC will coordinate rigorously with SANBAG and the local jurisdictions through regularly scheduled meetings as follows:-

1. Bi-monthly progress meetings (6 meetings assumed in cost proposal)
2. Quarterly PDT meetings (4 meetings assumed)
3. Individual local jurisdictional meeting at the beginning of this project (15 agency meetings assumed)
4. Presentations to SANBAG committees and city councils (16 presentations assumed)

Proposed Enhancement Task 7 – Perform Additional 'After Study' and Summarize in a Report

As part of the current Tier 3 and 4 project, ADVANTEC has conducted a 'Before Study' in March 2011 and this project will perform an 'After Study' for a total of 40 corridors. These data will be analyzed to derive the project benefits to be summarized in a Project Report. There will be no 'After Study' and Report for the Tier 3 and 4 project.

ADVANTEC proposes to perform the 'After Study' during the 10th month of this project to evaluate the benefits near the completion of the monitoring services. This will provide a good basis for SANBAG and the local jurisdictions to evaluate the benefits of the signal synchronization. ADVANTEC will summarize these benefits into a Final Report. For selected corridors, ADVANTEC will shoot videos while driving to be used for the video time-space diagram presentations.

Proposed Enhancement Task 8 – Development of Jurisdictional Traffic Signal Operation Graphics

Each local jurisdiction is tasked with the responsibility of operating and maintaining their traffic signal infrastructure. Oftentimes, it is beneficial for their staff to have a succinct summary of their traffic operations. For example, a “Citywide Traffic Signal Operations Map” may contain information such as location of all signals, controller type, cabinet type, communications media, interconnect, detector type, operational information (e.g. TOD plans, running free, semi-actuation, full-actuation, etc.), emergency preemption routes, and so on. Other graphics may include ‘cycle length diagrams in different peak periods’, ‘emergency preemption routes’, ‘special event traffic management schemes’, ‘school area traffic operations schemes’, and so on. Staff of the local jurisdictions may use these graphics to facilitate ease of day-to-day operations in future.

ADVANTEC proposes, as an optional task, to develop a set of ‘Traffic Signal Operation Graphics’ for each of the local jurisdictions. Some cities may already have developed some of these graphics previously, in which case ADVANTEC will assist them to update these graphics with the latest information.

Proposed Enhancement Task 9 – Development of Public Education Papers and Presentations

Often, the benefits of traffic signal synchronization is not well understood by the public. Their perception of travel is based on their daily commuting experience, which is usually along similar routes. Traffic signal synchronization does not increase the capacity of the roadways, it merely ‘balances’ the capacity of each movement with the demand. In the process, some movements may be ‘sacrificed’ to achieve maximum operational efficiency for the heavier traffic movements. When this happens, some residents may find that their commute travel is slightly delayed at some intersections. They may not be aware that while they need to wait a little longer at an intersection, their overall commute time is still improved since they would need to stop or wait less along the major arterials.

ADVANTEC has found that it is very useful to develop articles or presentations to educate the public about the process and benefits of traffic signal synchronization. Once the public understood the process, they tend to support the agency’s effort more and complain less. ADVANTEC has assisted several cities to develop easy to understand articles and powerpoint slides to assist the city staff to educate their residents. These articles may be published in the cities’ newsletters, or on cities’ websites, and presentations may be made at ‘City Council’ and/or ‘Traffic Commission’ meetings. For example, for the City of Irvine, ADVANTEC has developed an article written in lay-person terms with interactive graphics that was placed on the city’s website. It has generated a lot of positive public relations support from their residents.

ADVANTEC proposes to develop a set of articles and graphics for each of the local jurisdictions for them to be used for educating the public. These articles would provide the background and basic philosophy about traffic signal synchronization, and explain the process and benefits through graphics and text written in lay-person terms. The same can be used by SANBAG to promote the public’s support of the Tier 3 and 4 project. We will summarize the benefits of the Tier 3 and 4 project by cities and provide the overall benefits of this project within each city to be included in the articles and presentations. In this manner, the public will obtain objective information that helps them to understand and support this program.

Project Deliverables:

1. Database log of all signal timing monitoring and adjustment activities throughout the project, provided monthly to SANBAG and the local jurisdictions;
2. Revised timing sheets to be placed in the controller cabinet as well as provided to the local jurisdictions monthly;
3. Updated time-space diagrams and central traffic signal system database provided to the local jurisdictions quarterly;
4. Meeting agenda and minutes
5. Presentation slides for SANBAG committees and city councils
6. Final Report.

ATTACHMENT 'B'

ADVANTEC Consulting Engineers Inc.

San Bernardino Associated Governments (SANBAG)

San Bernardino Valley Coordinated Traffic Signal System Maintenance and Monitoring Tier 3 and 4

RFP No: 12027

September 6, 2011

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Principal	\$115.28	290	\$33,434.10
Project Manager	\$84.90	932	\$80,488.80
Deputy Project Manager	\$48.33	288	\$13,918.04
Task Manager	\$44.23	772	\$34,148.56
Project Engineer	\$30.00	2,238	\$67,080.00
Technical Specialist	\$27.88	1,078	\$29,971.00
Clerical/Admin Assistant	\$20.00	98	\$1,920.00
Subtotal Hours & Direct Labor Costs		5,688	\$248,980.50
			Anticipated Salary Increases
			\$8,023.91
			Total Direct Labor Costs
			\$248,980.41 (1)

II. INDIRECT COSTS

INDIRECT RATE 159.81 % x \$ 248,980.41 = Subtotal \$384,699.49 (2)
Subtotal (1)

III. FEE (PROFIT)

10 % x \$ 841,679.81 = Subtotal \$84,167.98 (3)
Total (1) + (2)

IV. OTHER DIRECT COSTS

Item	Amount
Car Mileage	\$20,532.60
Photocopies (Black & White)	\$3,135.00
Photocopies (Color)	\$2,000.00
Mail/Courier	\$1,000.00
Subtotal \$	
\$28,667.60 (4)	

V. SUBCONSULTANTS COST

Hertzog & Grubb \$68,815.78
 Subtotal \$ \$68,815.78 (5)

VI. TOTAL AMOUNT

\$799,331 (Total 1-6)



- 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 14, 2013

Subject: Pepper Avenue Extension Project in the City of Rialto

Recommendation:* That the following be reviewed and recommended for approval by the Board of Directors, acting in its capacity as the San Bernardino County Transportation Authority, at a regularly scheduled Board meeting:

1. Approve Amendment No. 5 to Cooperative Agreement No. C00067 with the City of Rialto to revise the construction completion date of the Pepper Avenue Extension Project from April 1, 2013 to December 28, 2013.
2. Approve Cooperative Agreement No. C13076 with the City of Rialto for the extension of Pepper Avenue to Highland Avenue in the amount of \$371,500, \$322,000 of which will be invoiced to San Bernardino Associated Governments by the City of Rialto for San Bernardino Associated Governments' capital share.

Background: Pepper Avenue currently terminates just less than a mile south of the State Route (SR-210) Freeway. The SR-210/Pepper Avenue Interchange Project, which is led by San Bernardino Associated Governments (SANBAG) (Task No. 883), was originally included as a part of the SR-210 Freeway Corridor Project. During the 95% Plans, Specifications, and Estimates phase of the freeway project, the Federal Highway Administration (FHWA) and California Department of Transportation

*

Approved
 Board Metro Valley Study Session

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

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

Check all that apply.

MVSS1302b-pm

Attachments: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C13076.docx>

<http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C00067-05.docx>

(Caltrans) called for the deletion of this interchange from the final plans because there was no local road which the interchange would serve. FHWA and Caltrans required a usable roadway in order to warrant a freeway connection. That meant Pepper Avenue needed to be extended before the interchange could be built.

Recommendation 1 – This is an amendment to an existing contract. In March 2000, the SANBAG Board of Directors approved Cooperative Agreement No. C00067 with the City of Rialto (City) which established the responsibilities for funding, design, and construction of the extension of Pepper Avenue. Cooperative Agreement No. C00067 set a deadline date for the City to fund and extend Pepper Avenue in order to provide sufficient utility for the construction of the interchange. If this deadline was not met, the City will have to reimburse SANBAG for the full cost of the design and construction of the bridge at SR-210 and Pepper Avenue, which were included as part of the SR-210 Freeway Corridor Project work. This deadline was extended four times for various reasons under four separate amendments. Under the latest amendment to Agreement C00067, Amendment No. 4, the City agreed to complete the construction of the Pepper Avenue extension no later than April 1, 2013.

In November 2012, the City requested an extension of the deadline to December 28, 2013. The delay was attributed to issues related to having to comply with measures required by the United States Fish and Wildlife Service to conserve the endangered Santa Ana River Woolly Star plant and to meet requirements by the Department of Fish and Game related to handling of nesting birds. The City contends that the factors for the delay were beyond its control. The issues have been resolved and construction of the Pepper Avenue extension is underway today. Staff is recommending that the Board approve Amendment No. 5 to Cooperative Agreement No. C00067 to extend the City's deadline to complete the construction of the Pepper Avenue Extension Project from April 1, 2013 to December 28, 2013.

Recommendation 2 – This is a new contract. The City's work limits for the extension of Pepper Avenue currently ends at the freeway Right-of-Way fence just south of the SR-210 Freeway. Because Pepper Avenue, as currently designed, would terminate without a logical connection, this does not meet the characterization of a usable roadway. To be a usable roadway which warrants the construction of the interchange, Pepper Avenue needs to connect to Highland Avenue. As such, the City has agreed to amend its project and construct two lanes to Highland Avenue at their cost.

The roadway structural section the City is required to construct to connect Pepper Avenue to Highland Avenue will not meet the requirements for the

interchange. To minimize wasteful costs or “throw away”, it is in SANBAG’s interest to participate in the funding of this extension so the structural section does meet the requirements of the interchange. In addition to minimizing throw away, the relocation of a utility gas line, construction of sub-surface conduits for future traffic signals, and drainage improvements for the future ramps should be constructed as part of the City’s project. If this work is deferred, trenching along portions of a newly constructed Pepper Avenue would be required and result in increased costs for SANBAG. Given this, the terms of Cooperative Agreement No. C13076 for the extension of Pepper Avenue to Highland Avenue are as follows:

- City will be responsible for 100% of street improvements, including costs for signing, striping, and traffic controls.
- City will be the construction contract administration lead and will be responsible for 100% of these costs.
- City will be the environmental lead and is responsible for 100% of environmental and regulatory permit costs.
- City will be responsible for 50% of clearing and roadway excavation, SANBAG the other 50%.
- City will be the lead for the Caltrans Encroachment Permit application. City is responsible for 50% of Caltrans permit fees and inspection costs with SANBAG responsible for the other 50%.
- SANBAG will be responsible for 100% of utility relocation costs, costs for permanent drainage improvements, and laying of conduits for future traffic signals, all required for the interchange project.
- SANBAG will be the design lead and responsible for 100% of these costs. Having SANBAG’s consultant design the interim improvements will minimize conflicts with the final interchange improvements. No increase to the design consultant’s contract is anticipated.

The SR-210/Pepper Avenue Interchange project will construct two additional through lanes and two dedicated turns lanes along Pepper Avenue through the interchange.

Total costs for the Pepper Avenue extension, including support costs, are estimated at \$747,040 with SANBAG’s share being estimated at \$371,500. The City will process payments and invoice SANBAG for SANBAG’s share of the capital costs, which is estimated at \$322,000.

Staff is recommending the approval of Cooperative Agreement No. C13076 with the City of Rialto.

Financial Impact: This item is consistent with the Fiscal Year 2012/2013 budget under Task No. 0883. Cooperative Agreement No. C00067-05 does not have any cost obligation. Cooperative Agreement No. C13076 will be funded with Measure I 1990 – Valley Major Projects funds.

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

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 00067 Amendment No. 5

By and Between

San Bernardino County Transportation Authority and City of Rialto

Contract Description Cooperative Agreement for Extension of Pepper Avenue

Board of Director's Meeting Date: March 6, 2013
Overview of BOD Action: Approve Amendment No. 5 to Cooperative Agreement No. C00067 with the City of Rialto to revise the construction completion date of the Pepper Avenue Extension Project from April 1, 2013 to December 28, 2013.
Is this a Sole-Source procurement? Yes No

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

Contract Start Date March 15, 2000	Current Contract Expiration Date April 1, 2013	Revised Contract Expiration Date December 28, 2013
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. City of Rialto requested to amend the term of the agreement citing environmental issues for delay		

FINANCIAL INFORMATION	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0883</u> . <input type="checkbox"/> A Budget Amendment is required. How are we funding current FY? N/A	
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State Funds
<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds
<input type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: Agreement does not have any financial obligations. <input type="checkbox"/> Payable <input type="checkbox"/> Receivable (Neither payable nor receivable)	

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

PAUL MELOWTON		1/31/13
Project Manager (Print Name)	Signature	Date
		1/31/13
Task Manager (Print Name)	Signature	Date
Andrea Zureick		2/5/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		2/6/13
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

AMENDMENT NO. 5 TO CONTRACT NO. C00067

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF RIALTO

PEPPER AVENUE EXTENSION TO STATE ROUTE 30

THIS AMENDMENT NO. 5, is by and between the San Bernardino County Transportation Authority (“SANBAG”) and the City of Rialto, a municipal corporation of the State of California (“CITY”), both collectively known as “PARTIES”.

RECITALS:

WHEREAS, CITY has undertaken a project to extend Pepper Avenue from its current terminus located approximately 1,900 feet north of Baseline Avenue to approximately 200 feet south of State Route 210 (“PROJECT”); and

WHEREAS, PROJECT is required to satisfy California Department of Transportation (Caltrans) reviewers that adequate utility is present to complete the design and construct the proposed State Route 210/Pepper Avenue Interchange (“INTERCHANGE”); and

WHEREAS, the roles and responsibilities of CITY and SANBAG were agreed to in Cooperative Agreement No. C00067 as previously amended by Amendment Nos. 1, 2, 3 and 4; and

WHEREAS, SANBAG and CITY agree to amend certain provisions at no additional cost to SANBAG.

NOW THEREFORE, SANBAG and CITY agree to amend Cooperative Agreement C00067 in the following particulars only:

1. Article 2. which has been previously referenced in Amendment No’s 1,2,3 and 4 as paragraph 2., is being deleted in its entirety and replaced by the following:

“2. The CITY shall construct PROJECT and provide SANBAG a Notice of Completion for PROJECT no later than the milestone date of December 27, 2013. CITY shall be responsible for gaining environmental clearance, designing, and constructing PROJECT

in order to satisfy Caltrans reviewers that Pepper Avenue will provide adequate utility to justify the construction of INTERCHANGE.

CITY shall reimburse SANBAG the full cost of the Pepper Avenue undercrossing structure (including both left and right bridges) ("BRIDGES") if CITY does not complete construction of PROJECT and provide SANBAG a Notice of Completion no later than December 27, 2013. Said costs will include the cost of construction of BRIDGES and support costs for BRIDGES and INTERCHANGE. Support costs for BRIDGES and INTERCHANGE will be calculated by multiplying the engineering cost of Segment 10 of State Route 210 Corridor by the proportion of the construction costs for BRIDGES plus actual costs incurred by SANBAG on the design and environmental studies for INTERCHANGE.

Should CITY encounter any unanticipated sensitive cultural or paleontological resources during construction of PROJECT, causing a delay in the completion of PROJECT by December 27, 2013, CITY agrees to promptly notify SANBAG and PARTIES agree to discuss the issue and its impact to the termination date of this agreement.

SANBAG shall be responsible for funding, engineering, environmental compliance, and constructing INTERCHANGE provided that CITY submits a Notice of Completion for PROJECT by December 27, 2013. If it becomes unreasonable to construct INTERCHANGE due to excessive costs related to but not limited to high environmental mitigation costs or steep escalation of construction related costs, or difficulty with obtaining project approval from Caltrans for the construction of INTERCHANGE, CITY and SANBAG shall agree to work cooperatively to develop alternative solutions.

2. All other provisions of C00067 shall remain in full force and effect.
3. The "Effective Date" of this Amendment No. 5 is the date SANBAG executes said Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5 on the dates indicated below.

**CITY OF RIALTO,
A MUNICIPAL CORPORATION**

SANBAG

APPROVED

APPROVED

By: _____
Deborah Robertson
Mayor

By: _____
Janice Rutherford
Board President

Date: _____

Date: _____

**APPROVED AS TO FORM AND
PROCEDURE**

**APPROVED AS TO FORM AND
PROCEDURE**

By: _____
Jimmy Gutierrez
City Attorney

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

CONCURRENCE

By: _____
Jeffrey Hill
Contract Administrator



CONTRACT SUMMARY SHEET

Contract No. C 13076 Amendment No. 0

By and Between

San Bernardino County Transportation Authority and City of Rialto

Contract Description Cooperative Agreement for Extension of Pepper Avenue

Board of Director's Meeting Date: March 6, 2013
Overview of BOD Action: Approve Cooperative Agreement No. C13076 with the City of Rialto for the extension of Pepper Avenue to Highland Avenue in the amount of \$371,500, \$322,000 of which will be invoiced to SANBAG for SANBAG's share of the improvements.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	322,000.00	Original Contingency Amount	\$	0
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	322,000.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0
Current Amendment Amount	\$	0	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	322,000.00	TOTAL CONTINGENCY VALUE	\$	0
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 322,000.00

Contract Start Date March 6, 2013	Current Contract Expiration Date December 30, 2016	Revised Contract Expiration Date
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0883.
 A Budget Amendment is required.

How are we funding current FY? Measure I 1990-Valley Fund-Major Projects

Federal Funds
 State Funds
 Local Funds
 TDA Funds
 Measure I Funds

Provide Brief Overview of the Overall Funding for the duration of the Contract:
 Contract is funded 100% with Measure I 1990-Valley Fund-Major Projects

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

PAUL MELOCOJON			1/31/13
Project Manager (Print Name)	Signature		Date
			1-31-13
Task Manager (Print Name)	Signature		Date
Andrea Zurek			2/5/13
Dir. of Fund Admin. & Programming (Print Name)	Signature		Date
Jeffery Hill			2/6/13
Contract Administrator (Print Name)	Signature		Date
Chief Financial Officer (Print Name)	Signature		Date

COOPERATIVE AGREEMENT NO. C13076

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF RIALTO

PEPPER AVENUE EXTENSION

FROM SOUTH OF STATE ROUTE 210 to HIGHLAND AVENUE

This Cooperative Agreement (hereinafter referred to as this "Agreement") is entered into as of the Effective Date as defined herein, by and between the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public body, corporate and politic ("AUTHORITY") and the CITY OF RIALTO, a public body, corporate and politic ("CITY") for the extension of Pepper Avenue from just south of State Route 210 to Highland Avenue, referred to herein as "PROJECT" and as depicted on "Exhibit A" attached hereto. The AUTHORITY and CITY are referred to herein collectively as "PARTIES".

RECITALS:

WHEREAS, PARTIES entered into a cooperative agreement (Agreement No. C00067) on March 15, 2000, for the extension of Pepper Avenue in the City of Rialto. Said agreement has been amended by PARTIES; the fourth amendment of Agreement No. C00067 was executed on May 2, 2012.

WHEREAS, according to Agreement No. C00067, CITY agreed to extend Pepper Avenue to SR-210 in order to satisfy requirements by the California Department of Transportation (Caltrans) to warrant a freeway interchange between SR-210 and Pepper Avenue.

WHEREAS, CITY has begun construction activities to extend Pepper Avenue from approximately 1,900 feet north of Baseline Avenue to terminate approximately 200 feet south of SR-210 as depicted in Exhibit B attached hereto. Completion of construction for said construction activities is anticipated to be December 2013.

WHEREAS, according to Agreement No. C00067, AUTHORITY agreed to construct interchange ramps between SR-210 and Pepper Avenue provided that CITY extends Pepper Avenue to SR-210 and provides a notice of completion of the work to AUTHORITY.

WHEREAS, the scope of the construction of the interchange ramps includes other related improvements such as improvements along Pepper Avenue from approximately 200 feet

south of SR-210 to Highland Avenue, construction of traffic signals on Highland Avenue and both ramp intersections, drainage improvements, and landscaping, and as depicted in Exhibit C attached hereto.

WHEREAS, AUTHORITY has begun preliminary design and environmental compliance activities for the construction of the interchange ramps. Completion of construction of the interchange ramps is anticipated to be May 2015.

WHEREAS, CITY is proposing to continue the construction of Pepper Avenue from approximately 200 feet south of SR-210 through to Highland Avenue to provide public roadway access along Pepper Avenue through to Highland Avenue.

WHEREAS, PARTIES now desire to enter into this Agreement for purposes of defining the roles and responsibilities of PARTIES with respect to the extension of Pepper Avenue from approximately 200 feet south of SR-210 through to Highland Avenue; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PARTIES, intending to be legally bound hereby, agree as follows:

SECTION I

CITY AGREES:

1. CITY shall be the lead agency under the California Environmental Quality Act (CEQA) and lead responsible permittee under other applicable environmental regulations including, but not limited to, the United States Clean Water Act and the California Department of Fish and Game Code at no cost to AUTHORITY. Cost for environmental compliance work is estimated to be \$15,000.
2. CITY shall be the lead applicant for the Caltrans Encroachment Permit application. CITY shall be responsible for fifty percent (50%) of Caltrans Encroachment Permit Application fees and costs for inspection by Caltrans staff. CITY's share of Caltrans Encroachment Permit application and fees is estimated to be \$40,000. CITY shall process payments related to Caltrans Encroachment Permit Application fees and costs and CITY shall invoice AUTHORITY for AUTHORITY's share of Caltrans Permit Application related costs as described in Section II. Costs incurred by CITY related to its own coordination with Caltrans for the preparation and submittal of the Caltrans Encroachment Permit application shall be borne by CITY at no cost to AUTHORITY.
3. CITY shall review all PROJECT design work. CITY agrees to complete such review and provide written comments to AUTHORITY within 10 working days upon receipt of design materials, and AUTHORITY shall not proceed with any action subject to CITY

- review without the consent of the CITY, which consent shall not be unreasonably withheld.
4. CITY shall be the lead agency for the administration of the construction of PROJECT and CITY shall advertise, award, and administer the construction of the PROJECT at no cost to AUTHORITY. Cost for construction contract administration work is estimated to be \$40,000.
 5. CITY shall process payments of one hundred percent (100%) of the actual costs for construction work required for satisfactory completion of PROJECT, including changes pursuant to contract change orders required for PROJECT. Change orders greater than \$60,000 shall require written consent from AUTHORITY prior to CITY approval. CITY shall invoice AUTHORITY for AUTHORITY's share of construction costs as described in Section II.
 6. CITY shall be responsible for one hundred percent (100%) of actual construction costs of paving and street improvements for the construction of two 12-foot travel lanes and 4-foot shoulders which include a concrete dike for storm water conveyance. Said costs are depicted in Exhibit D attached hereto. Cost of paving and street improvements are estimated to be \$183,040 including mobilization and contingency.
 7. CITY shall be responsible for one hundred percent (100%) of actual construction costs of signing, striping, temporary traffic controls, and storm water pollution prevention for two travel lanes along Pepper Avenue. Said costs are depicted in Exhibit D. Cost of signing and striping are estimated to be \$40,000 including mobilization and contingency.
 8. CITY shall be responsible for fifty percent (50%) of actual construction costs of clearing and grubbing and roadway excavation. CITY's share of clearing and grubbing and roadway excavation are estimated to be \$57,000 including mobilization and contingency.
 9. CITY shall be the lead agency for any public utilities relocation required by PROJECT. CITY shall process payments related to public utilities relocation and CITY shall invoice AUTHORITY for AUTHORITY's share of actual utility relocation cost as described in Section II. CITY's share of actual utility relocation cost is zero percent (0%). Costs incurred by CITY related to its own coordination with the utility agencies including preparation, review, and processing of required utility agreements shall be borne by CITY at no cost to AUTHORITY.
 10. CITY shall, upon completion of the construction of the PROJECT, operate and maintain any part of PROJECT at no cost to AUTHORITY.

SECTION II

AUTHORITY AGREES:

1. AUTHORITY shall be the lead agency for the design of PROJECT at no cost to CITY. Cost for design of PROJECT is estimated to be \$25,000.
2. AUTHORITY shall be responsible for fifty percent (50%) of Caltrans Encroachment Permit Application fees and costs for inspection by Caltrans staff. AUTHORITY's share for Caltrans Encroachment Permit Application fees and costs is estimated to be \$40,000. Costs incurred by AUTHORITY related to its own coordination with Caltrans for the preparation and submittal of the Caltrans Encroachment Permit application shall be borne by AUTHORITY at no cost to CITY.
3. AUTHORITY shall be responsible for one hundred percent (100%) of drainage facilities and miscellaneous conduits costs. Said costs are depicted in Exhibit D. Cost of drainage facilities and miscellaneous conduits are estimated to be \$41,000.
4. AUTHORITY shall be responsible for fifty percent (50%) of actual construction costs of clearing and grubbing and roadway excavation. AUTHORITY's share of clearing and grubbing and roadway excavation are estimated to be \$58,000 including mobilization and contingency.
5. AUTHORITY shall be responsible for one hundred percent (100%) of actual public utilities relocation costs. AUTHORITY's share of actual public utilities relocation costs are estimated to be \$183,000 including contingency. Costs incurred by AUTHORITY related to its own coordination with the utility agencies including preparation, review, and processing of required utility agreements shall be borne by AUTHORITY at no cost to CITY.
6. AUTHORITY shall make payments to CITY's on CITY's invoice for Caltrans Encroachment Permit fees and costs, actual utility relocation costs, and AUTHORITY's share of the construction costs as described herein, within 30 calendar days of receipt of a complete and satisfactory invoice package, which shall include all back up and support materials required to substantiate the invoice. Payments shall be made via electronic funds transfer directly deposited into CITY's designated checking or other bank account.

SECTION III

IT IS MUTALLY AGREED:

1. The above recitals are true and correct, and are fully incorporated by this reference.

2. All of the exhibits A, B, C and D attached to this Agreement are hereby incorporated by this reference.
3. Cost estimates provided in Section I and Section II are estimates only for planning purposes and shall not serve as a cap for actual costs incurred.
4. PARTIES agree that authorized representatives from CITY and AUTHORITY, designated in writing to the PARTIES, and upon reasonable notice, shall have the right at all reasonable times during normal business hours to examine all the PARTIES financial books and records with respect to this Agreement. PARTIES agree to make such books and records available at the locations where maintained by PARTIES. PARTIES agree to retain all such books and records for a period of three (3) years from the date on which such book or record was created.
5. If PARTIES cannot complete PROJECT as originally scoped and estimated, PARTIES will, only with each party's prior written consent, amend PROJECT design for a suitable resolution to ensure an alternate form of modified PROJECT that meets PARTIES requirements.
6. In the event of any conflict between the Agreement and Exhibit(s), Table(s), or Figure(s) attached to the Agreement and incorporated by reference, the Agreement shall take precedence over the Exhibit(s), Table(s), and Figure(s).
7. Severability – If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
8. Assignment – 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.
9. Governing Law – The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.
10. Waiver – 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.
11. To the fullest extent permitted by law, the PARTIES agree to save, indemnify, defend, and hold harmless each other and their respective officers, employees and agents, from any and all liability, claims, suits, actions, arbitration proceedings, administrative

proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the PARTIES or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this Agreement for the percentage of liability determined. The indemnification obligation of the PARTIES hereunder does not apply to claims, actions, losses, damages, and/or liability arising out of a party's "willful misconduct" within the meaning of Civil Code Section 2782.

12. The PARTIES or their agents have participated fully in the preparation of this Agreement; therefore, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any party. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

13. Termination

i. Termination for Cause

Any party to this Agreement may declare a breach hereof by serving written notice describing the nature of the breach to the other party. The party alleged to have breached the Agreement shall be afforded thirty (30) days from service of the notice of breach to take whatever steps necessary to cure the breach. If the breach is not cured within the time parameters set forth herein, this Agreement may be terminated as to that party deemed to be in breach of this Agreement.

ii. Termination for Convenience

In the event any party terminates this Agreement for convenience, the party terminating this Agreement for convenience shall furnish a thirty (30) day written notice to the other party.

iii. Termination Costs

If this Agreement is terminated, the breaching party or the party terminating the agreement for convenience shall be liable for any costs incurred as a result of the termination.

14. This Agreement shall terminate upon completion of the PROJECT Construction Phase and payment of final billing by CITY for AUTHORITY's share of PROJECT cost described herein or December 30, 2016 (whichever occurs first), 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, PARTIES agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

15. Notices – All notices and demands shall be given in writing either by personal service or by registered or certified mail, postage prepaid, and return receipt requested, or by facsimile transmission with a confirmation copy to be sent by mail. Any such notice shall be effective as of the date it is transmitted and mailed or delivered, if transmitted by facsimile transmission on or before 5:00 p.m., Pacific Time; or on the following day if transmitted after 5:00 p.m., Pacific Time. Notices shall be addressed as shown below for each party, except that, if any party gives notice of a change of name or address, notices to that party shall thereafter be given as shown in that notice.

To AUTHORITY: Garry Cohoe
Director of Project Delivery
San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92405

To CITY: Marcus Fuller
Public Works Director
City of Rialto
246 South Willow Avenue
Rialto, CA 92376

16. 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.
17. This Agreement may be signed in counterparts, each of which shall constitute an original.
18. The Effective Date of this Agreement is the date that AUTHORITY executes this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURES

IN WITNESS WHEREOF, the "Effective Date" of this Agreement is the date signed by AUTHORITY

**CITY OF RIALTO,
A MUNICIPAL CORPORATION**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

APPROVED

APPROVED

By: _____
Deborah Robertson
Mayor

By: _____
Janice Rutherford
Chairperson

Date: _____

Date: _____

**APPROVED AS TO FORM AND
PROCEDURE**

**APPROVED AS TO FORM AND
PROCEDURE**

By: _____
Jimmy Gutierrez
City Attorney

By: _____
Eileen Monaghan Teichert
AUTHORITY's General Counsel

CONCURRENCE

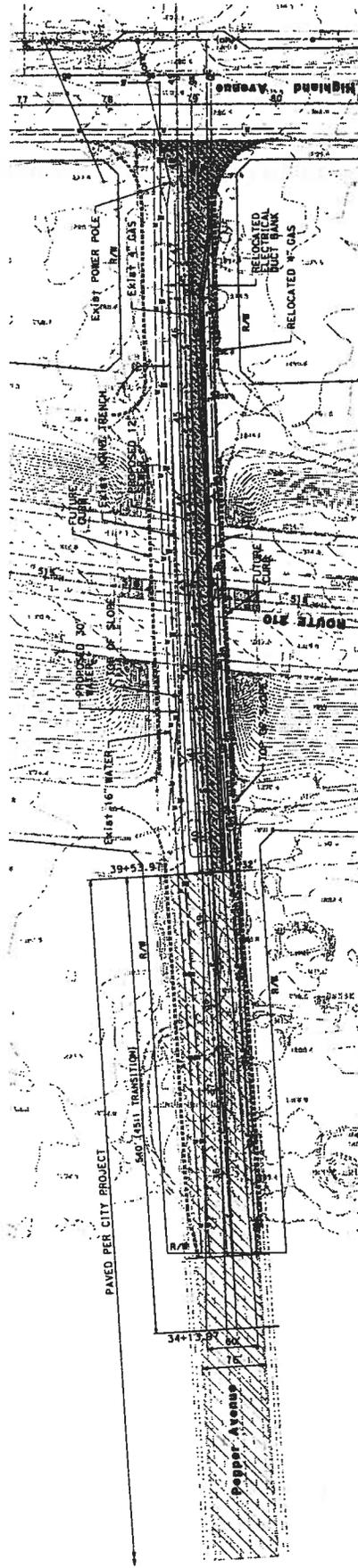
CONCURRENCE

By: _____
Marcus Fuller, P.E., P.L.S.
Public Works Director/City Engineer

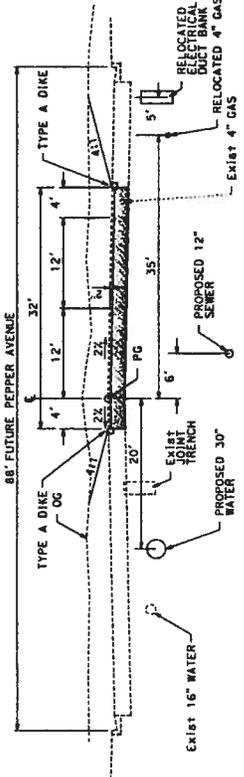
By: _____
Jeffrey Hill
Contract Administrator

Exhibit A

PROJECT LAYOUT



SCALE 1"=60'



**Pepper Avenue / Route 210
Temporary Roadway Connection**

PEPPER AVENUE
S10 35+02.22 TO S10 46+41
1/2" SCALE

Exhibit B

Extension of Pepper Avenue from Baseline Avenue to just south of SR-210

Exhibit C

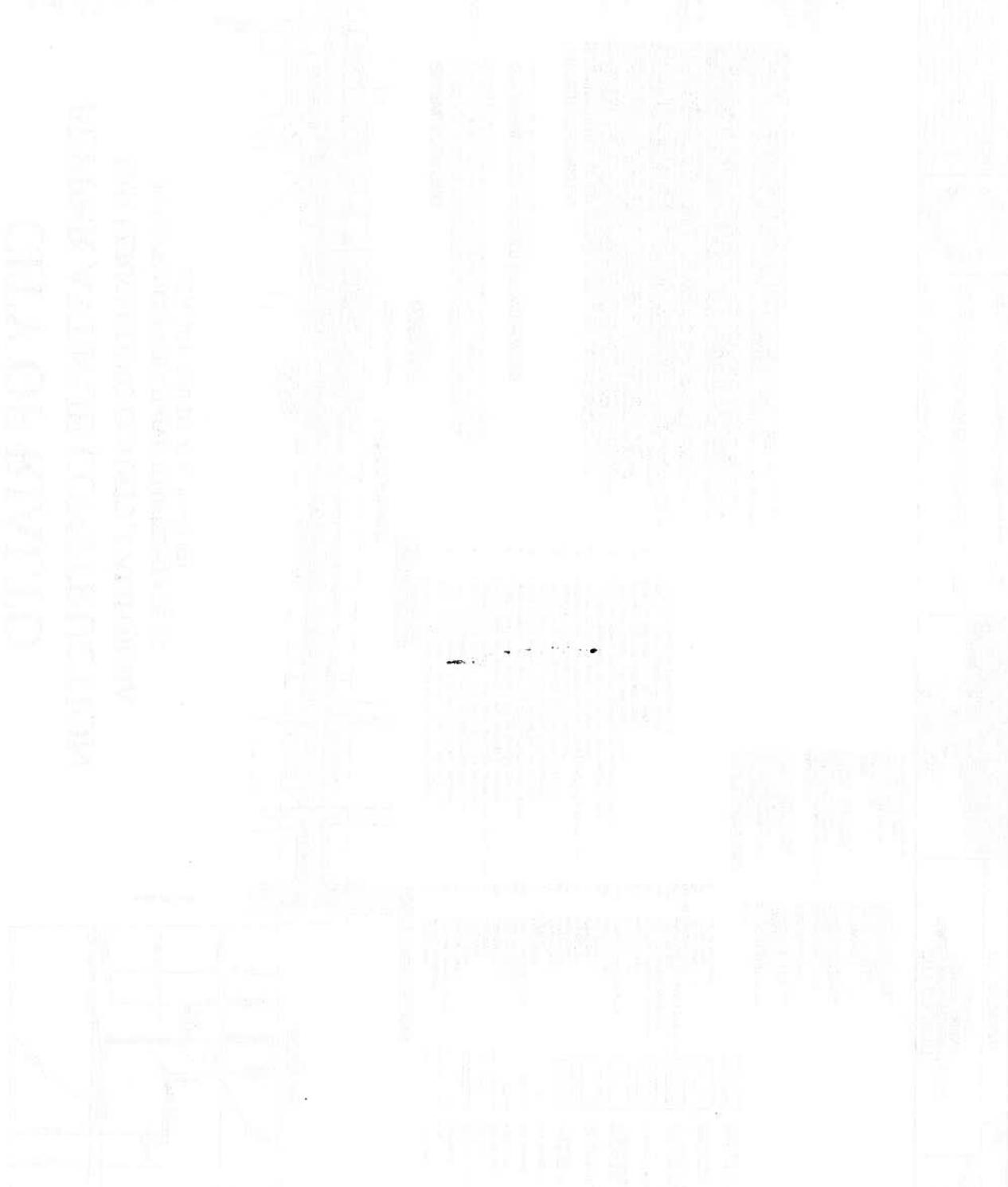
SR-210/Pepper Avenue Interchange Ramps

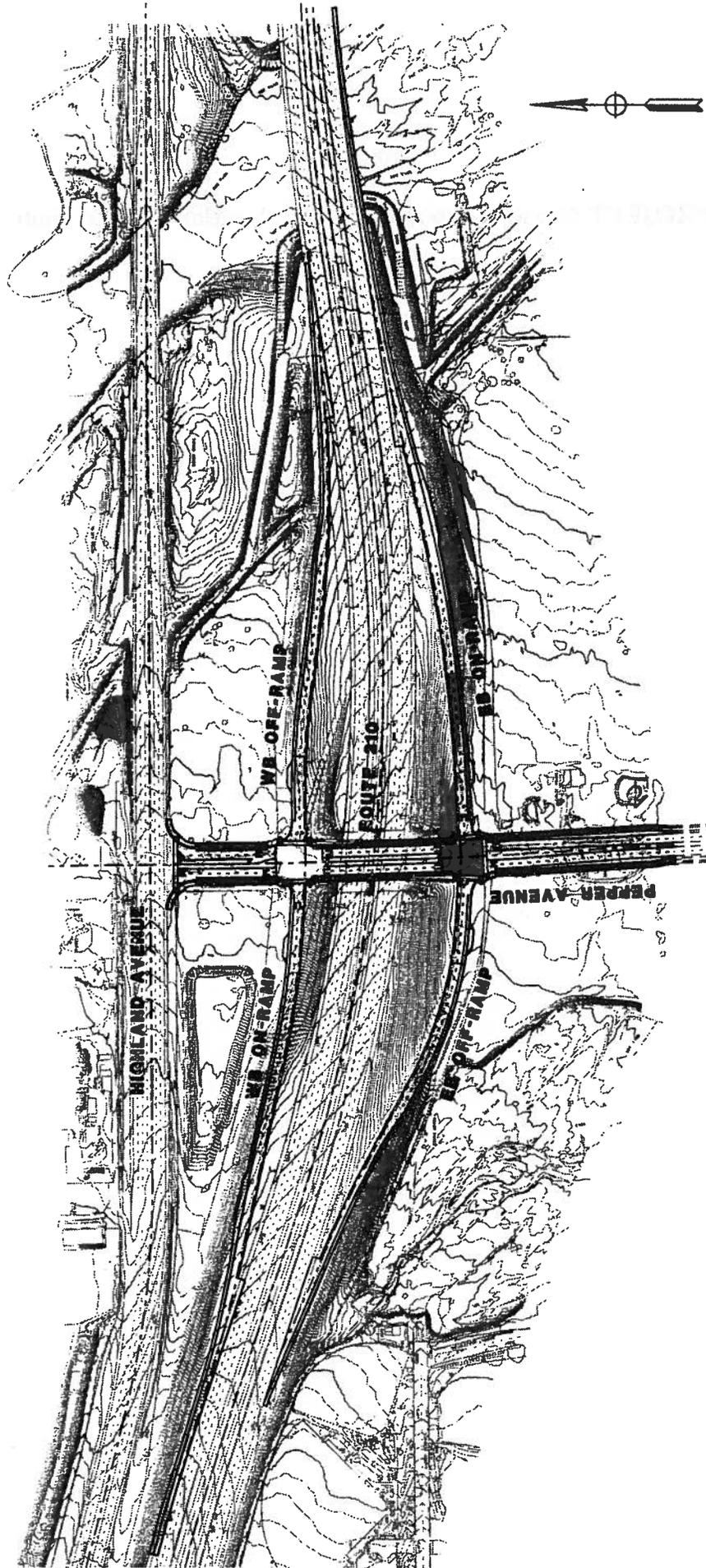
CITY OF RIVINGTON

PLANNING AND DEVELOPMENT DEPARTMENT

1000 W. 10TH STREET, SUITE 100

WYOMING 82501





SCALE: 1"=400'

**SR-210 Pepper Avenue Interchange
EA 08-44394**

Exhibit D

PROJECT Construction and Utility Relocation Cost Estimate

Temporary Pepper Avenue

26-Nov-12

SANBAG, Caltrans District 8
Prepared by: Civil Works Engineers

November 2012
Opinion of Probable Construction Cost

Item Number	Payment Ref. / Special Provision	Description	Unit	Estimate Quantity	Unit Price	Total Cost
		Traffic Control	LS	1	\$5,000.00	\$5,000
		Storm Water Pollution Prevention	LS	1	\$20,000.00	\$20,000
REMOVALS						
		Clear & Grub	AC	1.6	\$2,000.00	\$3,200
		Roadway Excavation	CY	8,100	\$12.00	\$97,200
PAVING & STREET IMPROVEMENTS						
		Aggregate Base	CY	1,030	\$50.00	\$51,500
		Asphalt Concrete	Ton	1,010	\$64.00	\$64,640
		Asphalt Concrete Dike	LF	2,700	\$16.00	\$43,200
DRAINAGE IMPROVEMENTS						
		Drainage Facilities	LS	1	\$30,000.00	\$30,000
		Misc Conduits (signal, lighting, landscap	LS	1	\$5,000.00	\$5,000
SIGNING AND STRIPING						
		Striping	LF	8000	\$0.60	\$4,800
		Signs	LS	1	\$5,000.00	\$5,000
Subtotal						\$329,540
Mobilization						5% \$16,500
Contingency						10% \$33,000
Total Project Cost						\$379,040

Assumptions:

- Road from City project limit to Highland Avenue ETW. - Traffic Signal at Highland Avenue is not included.
- Roadway excavation excess material is assumed to be stockpiled on-site. Export is not included.
- City of Rialto to construct ultimate roadway section 76' wide to station 39+53.97 per approved plans without curb & gutter.
- Transition to two lanes achieved by striping.
- Curb, gutter and street lighting not included.
- Pavement section is assumed 6-inch AC over 12" AB. (2-inch final overlay not included)
- Includes installation of utility conduits and crossovers (Irrigation, Traffic Signal, Lighting, etc..)
- Includes installation of drainage facilities crossing the roadway.
- Excludes hazardous waste, if any.
- Excludes modifications to existing utilities.

UTILITY IMPACTS						
		Gas Line Relocation*	LF	1250	\$125.00	\$156,250
		SCE Pole Relocation	EA	1	\$10,000.00	\$10,000
Subtotal						\$166,250
Contingency						10% \$16,600
Total Project Cost						\$182,850

Notes:

- Not yet known when gas company would perform relocation.
- Sewer redesign fee due to not included since sewer not being extended into interchange area.
- SCE Pole relocation - estimated cost only - need SCE input - also assumes they have prior rights.



- 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: February 14, 2013

Subject: State Route 210 (SR-210)/Base Line Interchange Project Preliminary Engineering and Environmental Document Contract

Recommendations:* That the following be reviewed and recommended for final approval by the Board of Directors acting in its capacity as the San Bernardino County Transportation Authority at a regularly scheduled Board meeting:

1. Approve Amendment No. 1 to Contract C12137 with URS Corporation for the preparation of the SR-210/Base Line Interchange Project Preliminary Engineering and Environmental Document. The Amendment will increase the existing contract by \$942,982.00 for a not-to-exceed total amount of \$3,994,953.00.
2. Approve a contingency amount for Contract C12137 of \$300,000.00, Task No. 0887, Measure I Valley Fund – Freeway Projects and authorize the Executive Director or designee to release contingency as necessary for the project.

Background: **This is an Amendment to an existing agreement.** In April 2012, the Board authorized the award of contract C12137 to URS Corporation for \$3,051,971.00 for the preparation of the Project Report and Environmental Document for the SR-210 lane addition from Highland Avenue to San Bernardino Avenue. Adding contingency at the time of Board approval was overlooked at the time of contract award.

*

Board Metro Valley Study Session

Date: _____

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

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

Check all that apply.
 MVSS1302d-mkb

Attachment: C12137-01 <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C12137-01.docx>

The SR-210/Base Line interchange is located within the boundaries of the SR-210 Lane Addition Project and 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". A focused traffic study determined that future traffic demand established the need to widen Base Line at this location from its current six lane configuration to eight lanes and widen the ramps in order to improve the operation of the interchange.

SANBAG 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.

In January 2013, the Board authorized SANBAG staff to negotiate the amendment with URS to prepare the PA&ED for the SR-210/Base Line Project. An Independent Costs Analysis was performed and found the URS estimate of \$942,982.00 is within expected range of Project cost.

In February 2013, the Board approved the assignment of task number 0803 for the SR-210/Base Line Interchange Project. The Board approved a budget of \$602,660.00 of Measure I - Valley Fund Interchange Freeway Program Funds, and \$434,620.00 City of Highland Funds for the Preliminary Engineering and Environmental Document (PA&ED) phase.

In February 2013, the Memorandum of Understanding C13070 established the terms and conditions between San Bernardino Associated Governments and the City of Highland to complete the project with respect to cost, funding shares and schedule for the Preliminary Engineering and Environmental Document phase. The Project cost sharing is 58.1%/41.9% (SANBAG/City). The table below summarizes the current estimated cost of this phase of the Base Line Project and the funding sources.

Project funding and costs will be collected and processed separately for the SR-210 Lane Addition Project and the SR-210/Base Line Interchange Project.

Staff recommends approval of Contract C12137, Amendment 1 with URS Corporation for the preparation of the SR-210/Base Line Interchange Project Preliminary Engineering and Environmental Document for a total not-to-exceed contract amount of \$3,994,953.00; a contingency for Contract C12137 for a

not-to-exceed amount of \$300,000.00; and to authorize the Executive Director or designee to release contingency as necessary for the project.

SR-210/Base Line Interchange Project Funding

COMPONENT	ESTIMATED COST	FUNDING SOURCES	
		CITY	MSI Valley Fund Freeway Interchange
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

SR-210/Base Line Interchange Project Schedule

Environmental Approved	June 2014
Design Approved & R/W Certified	June 2016
Start Construction	July 2016
End Construction	July 2019

Financial Impact: This item has no direct impact on the adopted SANBAG fiscal year 2012/2013 budget as amended. Task No 0803 and 0887.

Reviewed By: This item is not scheduled for review by any other policy committee or technical advisory committee. SANBAG General Counsel and Contract Administrator have reviewed and approved this item and the Amendment as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery



CONTRACT SUMMARY SHEET

Contract No. C 12137 Amendment No. 1

By and Between

San Bernardino County Transportation Authority and URS Corporation

Contract Description State Route 210 (SR-210) Lane Addition and SR-210/Base Line Interchange Project for Project Report and Environmental Services (PA/ED)

Board of Director's Meeting Date: 6 March 2013
Overview of BOD Action: Add Base Line PA/ED services to the existing SR-210 PA/ED services agreement. Base Line is within the SR-210 Lane Addition area of impact. Add contingency to task 0887.

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW

Original Contract Amount	\$	3,051,971.00	Original Contingency Amount	\$	0.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	3,051,971.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	0.00
Current Amendment Amount	\$	942,982.00	Contingency Amendment	\$	300,000.00
TOTAL CONTRACT VALUE	\$	3,994,953.00	TOTAL CONTINGENCY VALUE	\$	0.00
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 4,294,953.00

Contract Start Date 4 April 2012	Current Contract Expiration Date 31 March 2015	Revised Contract Expiration Date N/A
Has the contract term been amended? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - please explain.		

FINANCIAL INFORMATION

Budget authority for this contract currently exists in Task No. 0887 for \$\$\$3,051,971.00 plus contingency of \$300,000.00 and 0803 for \$942,982.00

A Budget Amendment is required.

How are we funding current FY? Measure I Valley Fund - Freeway Interchange and Local Funds – 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: Task 0887 for \$\$\$3,051,971.00 plus contingency of \$300,000.00 Measure I Valley Fund - Freeway Projects. Task 0803 for \$942,982.00 Measure I Valley Fund - Freeway Interchange and Local Funds – City of Highland

Payable Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

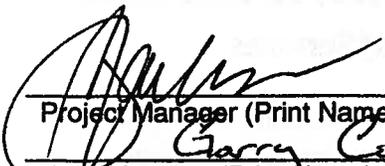
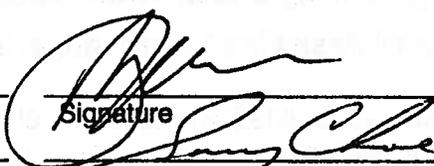
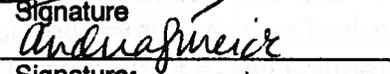
Retention? If yes, indicate % _____.

Disadvantaged Business Enterprise (DBE) Goal _____ %

CONTRACT SUMMARY SHEET

Contract C12137

Amendment 1

		1-31-13
Project Manager (Print Name) Garry Chow	Signature	Date
Task Manager (Print Name) Andrea Zureick		2-5-13
Dir. of Fund Admin. & Programming (Print Name) Jeffery Hill	Signature	Date
Contract Administrator (Print Name)		2/6/13
Chief Financial Officer (Print Name)	Signature	Date

Attachment A.2

Preliminary Engineering and Environmental Document (PA&ED) Services for SR-210 and Base Line Interchange, Task 0803 Scope of Services

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 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. SANBAG proposes to use the services of URS Corporation to prepare the Project Report and Environmental Document for the State Route 210 (SR-210)/Base Line Interchange Improvement Project within the City of Highland.

The Project purposes to widen existing Base Line from Buckeye Street to Seine 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 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.

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 by the end of 2013. The City's project includes:

- Widening eastbound Base Line to the south to add a right turn lane to southbound Seine Avenue
- Widening northbound Seine Avenue at Base Line to add a second left turn lane to westbound Base Line
- Add a raised median island from Seine Avenue to Boulder Avenue

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 recommends the following interchange ramp improvements:

- **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 line to the freeway ramps to accommodate street 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.**





- 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 14, 2013

Subject: Hunts Lane Grade Separation Project

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

Approve Amendment No. 1 to Contract No. C11185 with Caltrop Corporation for Construction Management Services on the Hunts Lane Grade Separation Project revising the Period of Performance to January 31, 2015, modifying "Attachment B" "Billing Rate Schedule for a reduction in the contract amount by \$125,000.00 for a new revised not to exceed contract total of \$2,683,236.00.

Background: On May 4, 2011, the Board approved Contract No. C11185 in the amount of \$2,808,236.00 with Caltrop Corporation ("Caltrop") for construction management services in support of the Hunts Lane Grade Separation Project ("Project"). At that time construction was anticipated to start in late summer of 2011, however due to delays in federal authorization of funds, the start of construction was delayed until June 2012.

*

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

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

MVSS1302a-mb
 C11185-01 <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C11185-01%20Amendment%20No.%201%20Caltrop%20Corporation.docx>
 Attachment B: <http://portal.sanbag.ca.gov/mgmt/APOR-Mgmt/Shared%20Documents/C11185%20-%20Attachment%20B%20-%20Billing%20Rate%20Schedule.PDF>

As of the end of December 2012, the project is approximately 27% complete, on schedule and is anticipated to be complete in September 2014. Based on the late start of construction and potential for weather day delays, Staff is recommending that the Period of Performance be extended from January 31, 2014 to January 31, 2015.

Caltrop and its sub-consultants continue to perform well in providing construction management services in support of the 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." Due to the late start of construction several factors assumed in establishment of the staffing plan and Attachment B of the contract changed including labor rates, consulting, furnishing of the construction management office, Caltrop proposed staffing availability and changes in state requirements concerning storm water inspections. SANBAG Staff has been working with Caltrop to address these issues and recommends the changes noted in Amendment No. 1. In addition to the change in Performance Period duration noted above, Amendment No. 1 also identifies changes in "Key Personnel" and modifications to Attachment B staffing requirements resulting in a net saving to the project of \$125,000.00.

Staff is recommending the Board approve Amendment No. 1 to Contract C11185 with Caltrop Corporation for Construction Management Services on the Hunts Lane Grade Separation Project revising "Attachment B" "Billing Rate Schedule", and reducing the contract amount by \$125,000.00 for a revised not to exceed contract total of \$2,683,236.00.

Financial Impact: The recommendation is consistent with the SANBAG Fiscal Year 2012/2013 budget. Task No. 0870.

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

Responsible Staff: Garry Cohoe, Director of Project Delivery

CONTRACT SUMMARY SHEET

Contract No. C 11185 Amendment No. 1

By and Between

San Bernardino County Transportation Authority and Caltrop Corporation

Contract Description Construction Management Hunts Lane Grade Separation Project

Board of Director's Meeting Date: 3/6/13
Overview of BOD Action: Approve Amendment No. 1 to C11185

Is this a Sole-Source procurement? Yes No

CONTRACT OVERVIEW					
Original Contract Amount	\$	2,808,236.00	Original Contingency Amount	\$	140,412.00
Revised Contract Amount <i>Inclusive of prior amendments</i>	\$	2,808,236.00	Revised Contingency Amount <i>Inclusive of prior amendments</i>	\$	140,412.00
Current Amendment Amount	\$	(125,000.00)	Contingency Amendment	\$	0
TOTAL CONTRACT VALUE	\$	2,683,236.00	TOTAL CONTINGENCY VALUE	\$	140,412.00
TOTAL BUDGET AUTHORITY (contract value + contingency)					\$ 2,823,648.00

Contract Start Date 5/4/11	Current Contract Expiration Date 1/31/14	Revised Contract Expiration Date 1/31/15
Has the contract term been amended? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain. Extended to match construction schedule		

FINANCIAL INFORMATION					
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>0870</u> .					
<input type="checkbox"/> A Budget Amendment is required.					
How are we funding current FY? 80% PNRs and 20%TCRP					
<input checked="" type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State Funds	<input type="checkbox"/> Local Funds	<input type="checkbox"/> TDA Funds	<input type="checkbox"/> Measure I Funds	
Provide Brief Overview of the Overall Funding for the duration of the Contract: 80% PNRs and 20% TCRP					
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable					

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

Mike Barnum		1/30/13
Project Manager (Print Name)	Signature	Date
Garry Cohen		1-31-13
Task Manager (Print Name)	Signature	Date
Andrea Wreck		2/5/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		2/6/13
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

AMENDMENT NO. 1 TO

CONTRACT NO. C11185

BY AND BETWEEN

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

AND

Caltrop Corporation

This AMENDMENT No. 1 to CONTRACT No. C11185 is made by and between Caltrop Corporation. (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

RECITALS:

WHEREAS, AUTHORITY, under Contract No. C11185 ("Contract"), has engaged the services of CONSULTANT to provide Construction Management Services for the Hunts Lane Grade Separation Project in the City of San Bernardino and City of Colton.

WHEREAS, the parties desire to amend the Contract terms and decrease the contract not to exceed value.

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

1. Article 2, is deleted in its entirety and replaced with the following:

The Period of Performance by CONSULTANT under this Contract shall commence upon issuance of AUTHORITY's written Notice of Proceed (NTP) and shall continue in effect through **January 31, 2015** or until otherwise terminated or canceled as hereinafter directed, or unless extended as hereinafter provided.

2. Article 3.2, is deleted in its entirety and replaced with the following:

The total Not-To-Exceed amount is Two Million, Six Hundred Eighty-Three Thousand, Two Hundred and Thirty-Six Dollars, (\$2,683,236.00) Services to be provided under this Contract are to be provided on an as needed basis and are to be performed as set forth in Attachment "A", Scope of Services, and CONSULTANT' letter dated March 14, 2011 which is incorporated herein by reference. CONSULTANT'S fee for services is included in the total contract cost and shall be a specific rate of compensation, as noted in revised Attachment "B", Billing Rate Schedule, which by this reference is incorporated into this Contract, which is the AUTHORITY's approved CONSULTANT Cost

Proposal. Escalation will be a specific rate, as shown on the Employment Cost Index for the Bureau of Labor Statistics for the United State Department of Labor for Management, Professional, and related "White-collar Occupations" as set forth in Attachment "B". The Employment Cost Index will be annually adjusted, apply to total benefits and for the private industry economic sector, will not be seasonally adjusted, and will include a 12-month percent change. Escalation shall not exceed 3% annually commencing on the first of July each year.

3. Article 15 "Key Personnel" is deleted in its entirety and replaced with the following:

15.1 The personnel specified in 15.2 below are considered to be essential to Services being performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours of Services, which are the responsibility of key personnel to other personnel, the CONSULTANT shall notify AUTHORITY reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of the import on the Project. Diversion or reallocation of key personnel shall be subject to written approval by AUTHORITY. AUTHORITY also reserves the right to approve proposed substitutions for key personnel. In the event that AUTHORITY and CONSULTANT cannot agree as to the substitute of key personnel, AUTHORITY shall be entitled to terminate this Contract.

15.2 Key Personnel are:

Name	Function
David Saber	Principle In Charge
John Gentry	Project Manager/Resident Engineer
Parviz Dizehchi	Structure Rep

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

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

CALTROP CORPORATION

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

By: _____

By: _____

Janice Rutherford, President
Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____

Jeffery Hill
Contract Administrator

ATTACHMENT B

BILLING RATE SCHEDULE AMENDMENT # 1

CONTRACT NO: C11185

By and Between

**San Bernardino Associated Governments/San Bernardino
County Transportation Authority**

And

Caltrop Corporation

To

**Provide Construction Management, Construction Surveying,
Materials Testing, and Landscape Inspection Services**

For

Hunts Lane /UPRR Grade Separation Project

**In the City of San Bernardino and the City of Colton, County of
San Bernardino California**

ATTACHMENT 'B'

CALTROP CORPORATION - Amendment # 1 C11185

San Bernardino Associated Governments (SANBAG)

Hunts Lane/UPRR Grade Separation Project

Construction Management Services

January 30, 2013

I. DIRECT LABOR COSTS

Staff Classification	Initial Direct Hourly Rate	Hours	Total
Project Manager	\$82.40	165	\$13,596.00
Resident Engineer	\$72.50	95	\$6,887.50
Resident Engineer	\$57.69	0	\$0.00
Construction Inspector - Utility	\$47.74	1,086	\$51,845.64
Structures Rep	\$68.00	0	\$0.00
Construction Inspector - SWPPP	\$60.11	65	\$3,907.22
Office Engineer	\$55.00	470	\$25,850.00
Office Administrator	\$24.40	0	\$0.00
Scheduler	\$63.26	104	\$6,579.04
Claims Engineer	\$55.00	0	\$0.00
Assistant Resident Engineer	\$39.34	656	\$25,807.04
Project Manager (TC)	\$82.40	0	\$0.00
PM/Resident Engineer (TC)	\$57.69	1,085	\$62,593.65
Assistant Resident Engineer (TC)	\$39.34	3,200	\$125,888.00
Construction Inspector #1 (TC)	\$47.74	3,200	\$152,768.00
Structures Rep (TC)	\$68.00	2,040	\$138,720.00
Construction Inspector - #2 (TC)	\$46.04	1,760	\$81,030.40
Construction Inspector - SWPPP (TC)	\$47.74	13	\$620.62
Construction Inspector - SWPPP (TC)	\$47.00	288	\$13,536.00
Office Engineer (TC)	\$47.74	1,600	\$76,384.00
Labor Compliance/Office Admin (TC)	\$26.48	520	\$13,769.60
Scheduler (TC)	\$63.26	152	\$9,615.52
Claims Engineer (TC)	\$55.00	20	\$1,100.00

Subtotal Hours & Direct Labor Costs	16,519	\$810,498.23
Anticipated Salary Increases		\$18,370.46
Total Direct Labor Costs		\$828,868.69

II. INDIRECT COSTS

INDIRECT RATE 145.00 % x \$ 828,868.69 = Subtotal \$1,201,859.60 (2)

Subtotal (1)

III. FEE (PROFIT)

9 % x \$ 2,030,728.28 = Subtotal \$182,765.55 (3)

Total (1) + (2)

IV. OTHER DIRECT COSTS

Item	Amount
Mail/Postage	\$200.00
Tree Removal at Scale House	\$4,500.00
Temporary Fencing at Scale House	\$1,109.86
Office Supplies To date	\$1,174.43
Office Supplies To Complete	\$4,000.00
Misc ODC	\$5,325.00

Subtotal \$ \$16,309.29 (4)

V. SUBCONSULTANTS COST

HKA (Survey - Cost to date 8-31-12)	\$50,341.00
HKA (Survey - Cost to complete)	\$154,511.00
TY Lin (Structures Inspector - Cost to date 8-31-12)	\$0.00
TY Lin (Structures Inspector Cost to complete)	\$100,251.00
Leighton (Material Testing and Laboratory Services to date 8-31-12)	\$10,580.00
Leighton (Material Testing and Laboratory Services Cost to complete)	\$137,750.00

Subtotal \$ \$453,433.00 (5)

VI. TOTAL AMOUNT

\$2,683,236 (Total 1-5)



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

Minute Action

AGENDA ITEM: 13

Date: February 14, 2013

Subject: Revised Trade Corridors Improvement Fund and State Local Partnership Program Project Funding Plan

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

1. Approve cancellation of the \$21.766 million Trade Corridors Improvement Fund Letter of No Prejudice with the California Transportation Commission for the I-10 Citrus Avenue Interchange.
2. Approve the following programming changes for the South Milliken Avenue Grade Separation project in the City of Ontario:
 - a. Increase Trade Corridors Improvement Fund program funds by \$10.531 million from \$14.521 million to \$25.052 million;
 - b. Reduce both State Local Partnership Program funds and Measure I Major Street Program funds by \$6.826 million each from \$17.656 million each to \$10.831 million each.
 - c. Increase City of Ontario local share by \$3.12 million from \$12.433 million to \$15.553 million as reimbursement for a local share loan on the North Milliken Grade Separation project, and direct staff to amend the North Milliken Grade Separation project funding agreement to reflect this reimbursement.

*

Approved
 Board Metro Valley Study Session

Date: _____

Moved: _____ *Second:* _____

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

Witnessed: _____

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

3. Approve the following programming changes for the Laurel Avenue Grade Separation project in the City of Colton:
 - a. Increase Trade Corridors Improvement Fund program funds by \$11.235 million from \$11.917 million to \$23.152 million;
 - b. Remove \$18.433 million Traffic Congestion Relief Program funds from the construction phase of the project;
 - c. Add \$7.198 million Measure I Major Street Program funds.
4. Increase State Local Partnership Program funds on the Downtown San Bernardino Passenger Rail Project by \$6.826 million from \$4.095 million to \$10.921 million.

Background:

In early 2011 the California Transportation Commission (CTC) notified agencies that Proposition 1B bond sales were going to be delayed to the end of 2011. In addition, bond funds would likely be focused on delivery of Corridor Mobility Improvement Account projects, thus limiting bond funds available for Trade Corridors Improvement Fund (TCIF) projects. This was expected to impact the construction of the I-10 Citrus Interchange Project because the construction contract could not be awarded until the \$23.6 million TCIF funds programmed for the project were allocated by the CTC. In May 2011 the SANBAG Board approved submittal of a request to the CTC for a TCIF Letter of No Prejudice (LONP) for the I-10 Citrus Avenue Interchange Project, which would allow the project to proceed to construction without an allocation of TCIF funds. The SANBAG Board approved the use of federal funds in place of the TCIF funds with the expectation that the TCIF funds would be allocated and repaid to SANBAG at the completion of the project for use on another project. During the development of the Ten-Year Delivery Plan, the SANBAG Board further directed that the TCIF repayment would be used for the TCIF grade separation program.

The I-10 Citrus Interchange Project is currently in construction and expected to be complete in early 2014. Because the TCIF Program Guidelines set the program expiration date at December 2013, CTC staff has requested that SANBAG reallocate the TCIF funds that are currently scheduled for allocation at completion of the Citrus Interchange Project to other TCIF projects that will be allocated by June 2013. Because of contract award savings, the amount of TCIF available for reallocation is \$21.766 million. SANBAG staff has reviewed the TCIF projects remaining to be allocated and has developed a recommended funding plan based on the following principles and parameters:

- limit funding changes to public share funds so that no further reimbursement agreements must be executed with the project sponsors
- minimize the number of projects affected by the programming changes

- maintain the required match ratios, e.g., TCIF requires 1:1 TCIF to non-state match ratio.

With these criteria in mind, staff recommends programming changes to the following projects and as detailed in the Recommendations:

- **Laurel Grade Separation – Maximizing TCIF** on this project reduces the Traffic Congestion Relief Program (TCRP) funds programmed for this project. The TCRP funds are allocated by the CTC and are not currently available. Future allocation of these funds is dependent on receipt of Tribal Gaming Revenue and will not likely occur until after Fiscal Year 2016-2017. While this project will remain eligible for future reimbursement of TCRP funds, any assumption of TCRP requires an up-front commitment of Measure I. The recommended programming maximizes the TCIF that can be placed on the project within the match requirements and adds the Measure removed from the following project. An additional allocation of \$373,000 Measure I is required to fully fund the match requirement, but this will save \$18 million in near-term Measure I cash requirements. Because the TCRP funds were originally part of a grade separation lump sum allocation, they can be programmed on another grade separation project if they become available in the future.
- **South Milliken Grade Separation –** The balance of TCIF funds can be programmed on this grade separation; however this requires that a portion of the State Local Partnership Program (SLPP) funds and Measure matching funds be removed from the project if the programming impact is to be limited to the public share. In addition, SANBAG currently has an agreement that the City of Ontario will contribute an additional \$3.12 million developer impact fee (DIF) funds on the Vineyard Grade Separation as reimbursement for a DIF fund loan on the North Milliken Avenue Grade Separation project. Staff recommends that reimbursement be shifted to the South Milliken Grade Separation Project so that these funding changes can be accomplished through one project amendment with the CTC. Adding this DIF fund reimbursement to this project would further reduce the SLPP and Measure funds and requires an amendment to the current North Milliken Grade Separation Project agreement.
- **Downtown San Bernardino Passenger Rail Project –** the SANBAG Board allocated \$4 million SLPP funds to this project in November 2012 and also approved an SLPP back-up list in the case that any SLPP projects were not able to meet the CTC June 2013 allocation deadline. The projects identified in the back-up list are either too far along in the delivery process for programming changes or no longer have capacity for

additional state funds; therefore, SANBAG staff recommends that the SLPP funds removed from the South Milliken Grade Separation Project be allocated to the Passenger Rail Project. There is sufficient Measure I planned for construction of the Passenger Rail Project to provide the required match. The fund source that this allocation of SLPP funds would displace will be a subject for discussion at the Commuter Rail and Transit Committee.

All of these projects are expected to receive the allocations of TCIF and SLPP funds at the May 2013 CTC meeting. The current deadline for allocation of both funds is at the June 2013 CTC meeting.

Financial Impact: This item is consistent with the adopted SANBAG Fiscal Year 2012/2013 budget. Any funds affecting SANBAG projects would be reflected in the Fiscal Year 2013/2014 budget.

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

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

ATTACHMENT 1 - Recommended Programming Changes
(\$1,000s)

S. Milliken Grade Separation													
Funding Plan	Total Estimated Project Cost	Total Non-State Funding PAED/PSE/ROW	Total State Funding PAED/PSE/ROW	Total Estimated Const Phase Cost	UPRR	BNSF	TCIF	SLPP	Measure I	TCRP	DIF	Total State Funding	Total Non-State Funding
Current	\$ 72,390	\$ 6,289	\$ -	\$ 66,101	\$ 3,835	\$ -	\$ 14,521	\$ 17,656	\$ 17,656	\$ -	\$ 12,433	\$ 32,177	\$ 40,213
Revised	\$ 72,390	\$ 6,289	\$ -	\$ 66,101	\$ 3,835	\$ -	\$ 25,052	\$ 10,830	\$ 10,831	\$ -	\$ 15,553	\$ 35,882	\$ 36,508
						Recommended Change	\$ 10,531	\$ (6,826)	\$ (6,825)		\$ 3,120		

Laurel Grade Separation													
Funding Plan	Total Estimated Project Cost	Total Non-State Funding PAED/PSE/ROW	Total State Funding PAED/PSE/ROW	Total Estimated Const Phase Cost	UPRR	BNSF	TCIF	SLPP	Measure I	TCRP	DIF	Total State Funding	Total Non-State Funding
Current	\$ 53,995	\$ 4,766	\$ 7,690	\$ 41,539	\$ 3,115	\$ 4,045	\$ 11,917	\$ -	\$ -	\$ 18,433	\$ 4,029	\$ 38,040	\$ 15,955
Revised	\$ 53,995	\$ 4,766	\$ 7,690	\$ 41,539	\$ 3,115	\$ 4,045	\$ 23,152	\$ -	\$ 7,198	\$ -	\$ 4,029	\$ 30,842	\$ 23,153
						Recommended Change	\$ 11,235	\$ -	\$ 7,198	\$ (18,433)			

Total Recommended Change \$ 21,766 \$ (6,826) \$ 373 \$ (18,433) \$ 3,120

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
S RTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

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

- Improve cooperative regional planning

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

- Strengthen economic development efforts

- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993
Reaffirmed March 6, 1996