Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

AGENDA
Board of Directors Meeting
April 11, 2013

*****Start Time: 9:00 a.m. (CLOSED SESSION)*****
1170 W. 3rd Street, 2nd Floor (The Super Chief)

****Convene Regular Meeting at 9:30 a.m.****
1st Floor Lobby

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

Board of Directors

President
Janice Rutherford, Supervisor
County of San Bernardino

Vice-President
Mike Leonard, Council Member
City of Hesperia

Cari Thomas, Mayor
City of Adelanto

Curt Emick, Mayor
Town of Apple Valley

Julie McIntyre, Mayor
City of Barstow

Bill Jahn, Council Member
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Ed Graham, Vice Mayor
City of Chino Hills

Frank Navarro, Council Member
City of Colton

Michael Tahan, Council Member
City of Fontana

Walt Stanckiewitz, Mayor
City of Grand Terrace

Larry McCallon, Mayor
City of Highland

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Edward Paget, Mayor
City of Needles

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Pete Aguilar, Mayor
City of Redlands

Deborah Robertson, Mayor
City of Rialto

Patrick Morris, Mayor
City of San Bernardino

Jim Harris, Council Member
City of Twentynine Palms

Ray Musser, Mayor
City of Upland

Ryan McEachron, Mayor Pro Tem
City of Victorville

Dick Riddell, Council Member
City of Yucaipa

George Huntington, Council Member
Town of Yucca Valley

Robert A. Lovingood, Supervisor
County of San Bernardino

James Ramos, Supervisor
County of San Bernardino

Gary Ovitt, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Basem Muallem, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Eileen Teichert, *SANBAG Counsel*

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

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

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

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

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

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

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

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

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

AGENDA

Board of Directors
April 11, 2013

*****9:00 a.m. (CLOSED SESSION)*****
1170 W. 3rd Street, 2st Floor (The Super Chief)
San Bernardino, CA

CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Agency Negotiators: Mitch Alderman, San Bernardino County Transportation Commission; Rick Rayl & Bradford Kuhn, Nossaman LLP; and Karen Starr, Epic Land Solutions, pursuant to Government Code Section 54956.8.

Property:

Commission Parcel #	APN #	Property Owner
SBPR 1	0138-231-05	ROBERT HARRAKA AND JUDITH A. HARRAKA, TRUSTEES OF THE ROBERT AND JUDITH ANN HARRAKA FAMILY TRUST DATED 10/21/2005
SBPR 3/55/56	0138-273-01, 02, & 36	BRUCE W. HEFFTNER
SBPR 4/7	0138-273-03, & 04	BRUCE W. HEFFTNER
SBPR 10/11/13/14	0138-273-12, 13, 16, & 33	BIG Z AUTO WORKS, INC., a California corporation
SBPR 17	0138-273-26	KRISTIN NEVILLE, TRUSTEE FOR TRUST NO. 982-2z U/A/D 9/4/95
SBPR 18	0138-273-20, 21, & 40	RIVERSIDE CEMENT COMPANY, a dissolved corporation
SBPR 20	0138-312-15	JAMES MCHENRY AND KATHRYN MCHENRY
SBPR 23	0138-312-53	HOAK BROS. PLATING, a California corporation
SBPR 25	0138-312-55	ASHADI INVESTMENT LLC, a California limited liability company
SBPR 31	0138-312-51	MI CASA PROPERTY, LLC
SBPR 33	0134-331-24	KLR PROPERTY LLC
SBPR 34/35	0137-043-10, 11, & 26	VARP, INC., a California corporation
SBPR 37/38	0136-011-03, & 38	JENNIFER DEGORTER, AS TRUSTEE OF THAT CERTAIN REVOCABLE DECLARATION OF TRUST, KNOWN AS THE JENNIFER DEGORTER REVOCABLE TRUST, DATED JUNE 6, 2001
SBPR 39/44	0136-011-31 & 0136-091-11	JONG UK BYUN and BOK SOON BYUN

Commission Parcel #	APN #	Property Owner
SBPR 45/46/47	0136-021-16, 17 & 18	GEORGE V. MANTZOROS AND GLORIA MANTZOROS, AS CO-TRUSTEES OF THE MANTZOROS FAMILY LIVING TRUST, U/A DATED OCTOBER 9, 2012
SBPR 48	0136-021-28	AFFAITATI LLC, a California limited liability company
SBPR 51/52/53	0136-101-14, 15 & 21	SOUTHERN CALIFORNIA GAS COMPANY, a California corporation
SBPR 54	0136-111-01	RAMON GONZALEZ AND IRMA GONZALEZ, TRUSTEES UDT NOVEMBER 4, 2002, FBO RAMON GONZALEZ AND IRMA GONZALEZ
SBPR 57/58/68/74/75	0136-111-14, 15, 23 & 24	SAN BERNARDINO ECONOMIC DEVELOPMENT CORPORATION, a California Non-Profit Corporation / SUCCESSOR TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN BERNARDINO
SBPR 60/61/62	0138-271-15, 16, & 17	ANTONIO MARTINEZ
SBPR 64	0138-271-19	PETER R. NASMYTH AND MELVON INVESTMENTS, LLC, A WYOMING LIMITED LIABILITY COMPANY
SBPR 66	0138-271-21	EDWARD LOUIS HOLLY
SBPR 69	0136-171-42	ARROWHEAD CENTRAL CREDIT UNION, a California corporation
SBPR 72	0136-011-38	STATE OF CALIFORNIA, CALTRANS

Negotiating parties: See table above under "Property Owner".
Under Negotiation: Price and terms for acquisition and/or transfer of properties or interests therein.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Agency Negotiators: Mitch Alderman, San Bernardino County Transportation Commission; Rick Rayl & Bradford Kuhn, Nossaman LLP, pursuant to Government Code Section 54956.8.
Property: 460 E. Hospitality Lane, San Bernardino, CA 92408, APN 0281-372-07 (sbX Parcel C-42).
Negotiating party: N & D Restaurants, Inc., a Florida corporation .
Under Negotiation: Price and terms for sale or disposition of permanent easement.

3. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 (1 case)

** Convene Regular Meeting at 9:30 a.m. **

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

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

Call to Order 9:30 a.m. by Supervisor Janice Rutherford

I. Pledge of Allegiance
II. Attendance
III. Announcements:
- Calendar of Events (Pg. 16)

IV. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

1. **Possible Conflict of Interest Issues for the Board Meeting of April 11, 2013** Pg. 17

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

Consent Calendar

Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at SANBAG Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up under Agenda Item 26.

Administrative Matters

2. **Board of Directors Attendance Roster** Pg. 21

3. **February 2013 Procurement Report** Pg. 25

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

   This item was received by the General Policy Committee on March 13, 2013.

4. **Budget to Actual Report for second quarter ending December 31, 2012** Pg. 27

   Receive and file Budget to Actual Report for second quarter ending December 31, 2012. **William Stawarski**

   This item was received by the General Policy Committee on March 13, 2013.

5. **Budget Fiscal Year 2013/2014 Assessment Dues** Pg. 31

   That the Board adopt SANBAG's Fiscal Year 2013/2014 Assessment Dues. **William Stawarski**

   This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2013.

Air Quality/Traveler Services

6. **Update on the progress of the Inland Empire 511 system** Pg. 34

   Receive information on the progress of the Inland Empire 511 system since its launch in April 2010. **Duane Baker**

   This item was presented at the General Policy Committee on March 13, 2013.

Consent Calendar Continued....

Notes/Actions:

Regional/Subregional Planning

7. Annual Determination of Local Government Conformance to the Congestion Management Program (CMP) Pg. 37

Approve annual determination of conformance with the CMP for local governments within San Bernardino County pursuant to California Government Code Section 65089.3. **Steve Smith**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2013.

8. Development Mitigation Annual Report for Fiscal Year Ending June 30, 2012 Pg. 39

Receive information on the Development Mitigation Annual Report for fiscal year ending June 30, 2012. **Steve Smith**

This item was reviewed by the General Policy Committee on March 13, 2013. The content of this item was reviewed by the Transportation Technical Advisory Committee on February 4, 2013.

9. Amendments to the San Bernardino County Non-Motorized Transportation Plan and SANBAG matching funds for local jurisdiction Statewide Active Transportation grant applications Pg. 43

1. Approve amendments to the San Bernardino County Non-Motorized Transportation Plan as described below.

2. Approve inclusion of $100,000 in Measure I 1990-2010 Valley Transportation Management and Environmental Enhancement funds and $100,000 in LTF-Planning funds in the Fiscal Year 2013-2014 budget as potential matching funds for local jurisdiction grant applications under the State's Active Transportation call for projects, subject to the provisions stated below. **Steve Smith**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2013.

10. Caltrans Transportation Planning Grant Application: Creating a Vision and Implementation Strategy for Sustainability in the San Bernardino Metrolink Corridor Pg. 57

1. Authorize staff to pursue a grant application for Caltrans Statewide or Urban Transit Planning funds in an amount not-to-exceed $300,000 for an integrated regional rail/land use vision and implementation strategy for the San Bernardino Metrolink corridor.

2. Authorize a commitment of $100,000 in Measure I 1990-2010 Transportation Management and Environmental Enhancement (TMEE) funds to use as a match for the grant, should SANBAG be successful in receiving the grant funds. **Steve Smith**

This item was reviewed and unanimously recommended for authorization at the Commuter Rail Transit Committee on March 14, 2013.

Consent Calendar Continued....

Notes/Actions:

Council of Governments

11. Legislative Update Pg. 62

1. Adopt the following positions on State Legislation:
   a. Support in Concept AB 14 (Lowenthal, D-Long Beach)
   b. Work with Author AB 749 (Gorell, R-Camarillo)
   c. Work with Author SB 731 (Steinberg, D-Sacramento)

2. Adopt proposed principles on Cap and Trade revenue distribution as identified in the background of this agenda item.

3. Receive Federal update. **Wendy Strack**

This item was presented at the General Policy Committee on March 13, 2013.

12. Legislative Briefing Pg. 72

1. Adopt the proposed principles on CEQA Modernization

2. Receive Legislative Bill Matrix and adopt the following positions on State Legislation:
   a. Oppose Unless Amended AB 863 (Torres, D-Chino)
   b. Work with Author AB 1290 (Pérez, D-Los Angeles)

3. Receive Federal Update. **Wendy Strack**

This item will be presented at the General Policy Committee on April 10, 2013.

Project Delivery

13. Interstate 10 (I-10)/ Cherry Avenue Interchange Project Pg. 121

That the Board acting as the San Bernardino County Transportation Authority 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. **Garry Cohoe**

This item was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 14, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

Notes/Actions:

Consent Calendar Continued....

Project Delivery (Cont.)

14. Program Management Services for SANBAG's Major Projects Program Pg. 130

Approve Amendment No. 1 to Contract No. C09124 with Parsons Transportation Group, Inc. for Program Management and Other Specialty Professional Services which will increase the contract amount by $16,324,860.00 for a new not-to-exceed amount of $35,006,611.00 and; extend the contract duration by three years to May 31, 2016. **Garry Cohoe**

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board Metro Valley Study Session on March 14, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the amendment.

15. Interstate 10 (I-10) Tippecanoe Avenue Interchange Construction Project Pg. 139

Approve a Landscape Maintenance Agreement C13092 with the State of California Department of Transportation for the I-10 Tippecanoe Interchange Project Phase 1 at no cost. **Garry Cohoe**

This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board Metro Valley Study Session on March 14, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the contract.

16. Three Utility agreements for the Palm Avenue Grade Separation Project in the City of San Bernardino Pg. 149

1. Approve Utility Agreement No. C13115 with Southern California Edison Distribution for relocation of their facility for the Palm Avenue Grade Separation Project in the amount of $120,206.08.

2. Approve a 25% contingency for C13115 in the amount of $30,051.52 and authorize the Executive Director or designee to release contingency as necessary for the project contract.

3. Approve Utility Agreement No. C13116 with Southern California Gas Company for relocation of their facility for the Palm Avenue Grade Separation Project in the amount of $139,790.00.

4. Approve a 25% contingency for C13116 in the amount of $34,947.50 and authorize the Executive Director or designee to release contingency as necessary for the project contract.

5. Approve Utility Agreement No. C13117 with Verizon California Inc. for relocation of their facility for the Palm Avenue Grade Separation Project in the amount of $136,185.53.

6. Approve a 25% contingency for C13117 in the amount of $34,046.38 and authorize the Executive Director or designee to release contingency as necessary for the project contract. **Garry Cohoe**

This item was reviewed and recommended for approval (15-0-1; Abstained: Rutherford) with a quorum of the Board present at the Board Metro Valley Study Session on March 14, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the contracts.

Notes/Actions:

Consent Calendar Continued....

Project Delivery (Cont.)

17. Lenwood Road Grade Separation Plans, Specifications, and Estimate approval Pg. 169

1. Approve Plans, Specifications, and Estimate and authorize advertising Invitation for Bids for construction of the Lenwood Road Grade Separation Project.

2. Approve taking the recommendation for award of the construction contract directly to the Board without prior Mountain Desert Committee review. **Garry Cohoe**

This item was reviewed and recommended for approval by the Mountain Desert Committee on March 15, 2013. SANBAG Contract Administrator has reviewed this item as to form.

Transit/Commuter Rail

18. License Agreements to cross San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission railroad right-of-way with Freedom Telecommunications and the City of Redlands Pg. 172

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

1. Approve Contract No. R13124 with the City of Redlands granting a license agreement on the Redlands Subdivision railroad right-of-way, Redlands Mile Post 7.3. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on March 14, 2013. SANBAG General Counsel and Contract Administrator have approved this item and the Contract.

19. Unmet Transit Needs Public Hearings and Findings Pg. 198

1. Review the testimony from the September 2012 Unmet Transit Needs Public Hearings.

2. Adopt Resolution R13-043 of the San Bernardino County Transportation Commission Unmet Transit Needs Findings. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on March 14, 2013.

Notes/Actions:

Consent Calendar Continued....

Transportation Fund Administration

20. Resolution for Approval of State Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account Certification and Assurances Pg. 212

Adopt Resolution No. 13082 Authorization for the Execution of the Certifications and Assurances for the Public Transportation Modernization, Improvement, and Service Enhancement Account Bond Program. **Andrea Zureick**

This item was reviewed and unanimously recommended for adoption by the Commuter Rail Transit Committee on March 14, 2013. SANBAG General Counsel has reviewed this item and the Resolution.

21. Major Local Highway Program and State Local Partnership Program Funding Agreements with San Bernardino County for Projects in the Mountain/Desert Subarea Pg. 221

1. Increase the allocation of Measure I Major Local Highway Program funds from $4,747,000 previously approved by the Board of Directors on November 7, 2012, to $5,081,695.

2. Approve Right of Way and Construction Phases Funding Agreement C13054 in the amount of $10,492,330 between the County of San Bernardino, Town of Apple Valley and San Bernardino County Transportation Authority (Authority) for Yates Road, a phase of the Yucca Loma Corridor Project in the Victor Valley subarea, with Authority's share of $8,624,695 funded by $5,081,695 in Major Local Highway Program funds and $3,543,000 funded through the State Local Partnership Program, which will be administered by California Department of Transportation. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on March 15, 2013. SANBAG General Counsel and Contract Administrator has approved this item and the contract.

22. Congestion Management Program Cost Allocation Pg. 238

1. Approve the cost allocation schedule for the Congestion Management Program for Fiscal Year 2011/2012 included in Attachment 2; and

2. Approve invoicing of Mountain/Desert subarea jurisdictions. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on March 15, 2013.

Consent Calendar Continued....

Transportation Fund Administration (Cont.)

23. Allocation of Funds to Victor Valley Subarea Projects Pg. 245

1. Allocate $3,947,535 in Victor Valley Major Local Highway Program funds to Los Angeles County Metropolitan Transportation Authority for the environmental phase of the High Desert Corridor Project.

2. Allocate $6,015,000 in federal Surface Transportation Program funds to the California Department of Transportation for the Plans, Specifications, and Estimate phase of the US395 Interim Project.

3. Allocate $1,006,000 in Victor Valley Major Local Highway Program funds to the County of San Bernardino for the Ranchero Road at Escondido Project. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval at the Mountain/Desert Committee on March 15, 2013.

24. Local Stimulus Program Time Extension and Procedural Exception Pg. 249

1. Approve a time extension until June 30, 2014, for the completion of the remaining City of San Bernardino Local Stimulus Program projects: New Traffic Signal at Westbound 210 at Waterman Ave. Exit Ramp and 30th Street and Interstate 10/Tippecanoe Interchange.

2. Approve an exception to the Local Stimulus Program Procedures to allow San Bernardino Associated Governments to use Local Stimulus Program funds allocated to the City of San Bernardino to offset invoices for the City's contribution to the Interstate 10/Tippecanoe Interchange project. **Andrea Zureick**

This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2013.

25. Measure I Valley Major Street Program Allocation Planning for Fiscal Year 2013/2014 Pg. 251

Approve the following amounts for consideration in the SANBAG Fiscal Year 2013/2014 budget for the Valley Major Street Arterial Sub-program and the Valley Major Street Project Advancement Program, which includes an increased allocation of $6,706,320 to the Major Street Project Advancement Program from the Major Street Arterial Sub-program:

- Arterial Sub-program: $2,297,670
- Major Street Project Advancement Program: $15,665,520

Andrea Zureick

This item was reviewed by the Transportation Technical Advisory Committee on February 4, 2013. This item was also reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board Metro Valley Study Session on March 14, 2013.

Notes/Actions:

Consent Calendar Items Pulled for Discussion

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

DISCUSSION ITEMS

Council of Governments

27. Community Vital Signs Initiative Pg. 257
10 Min.

Receive a presentation from Trudy Raymundo the Director of the County Department of Public Health and Michael Parmer with the City of Rancho Cucamonga on a collaborative effort for coordinating community health and wellness efforts. **Duane Baker**

This item was reviewed by the City/County Manager's Technical Advisory Committee on March 7, 2013.

Transit/Commuter Rail

28. Presentation on Transit Oriented Development Plans for Redlands Passenger Rail Project Pg. 258
10 Min

Receive Presentation by SANBAG staff for the Redlands Passenger Rail Project. **Mitch Alderman**

This item was received by the Commuter Rail and Transit Committee on March 14, 2013.

29. Metrolink Finance Presentation Pg. 259
10 Min

Receive an update on the current state of Metrolink's financial situation by Metrolink CEO, Michael DePallo. **Mitch Alderman**

This item has not received prior Policy Committee review.

Administrative

30. Reappointment of Independent Taxpayer Oversight Committee Members and Announcement of Vacancy on the Valley Transportation Services Board of Directors Pg. 260

Reappoint Richard Haller and Rod Johnson to the Independent Taxpayer Oversight Committee (ITOC) for a term ending December 31, 2016, and announce a vacancy on the Valley Transportation Services (VTrans) Board of Directors. **Duane Baker**

This item has not been reviewed by any other policy committee or technical advisory committee.

31. Bylaws Ad Hoc Committee Proposed Amended Bylaws Pg. 262

1. Review and provide comments on amended San Bernardino Associated Governments (SANBAG) Bylaws proposed by the Bylaws Ad Hoc Committee; and

2. Direct the proposed amended Bylaws, and any changes proposed by the Board, be placed on the June 5, 2013, Board meeting agenda with a recommendation that the amended Bylaws be approved and adopted. **Rhodes Rigsby and Eileen Teichert**

This item and the proposed amended Bylaws have been reviewed and approved by SANBAG's General Counsel.

Notes/Actions:

Discussion Items Continued....

Project Delivery

32. I-10 and I-15 Corridor Improvement Projects – Update Pg. 275

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

This item has not received prior Policy Committee review.

33. Cooperative Agreement with the Southern California Regional Rail Authority for the Laurel Street Grade Separation Project Pg. 279

Approve Cooperative Agreement No. C13065 with the Southern California Regional Rail Authority for the Laurel Street Grade Separation Project in a not-to-exceed amount of $265,000 for railroad work, flagging, and administration and inspection costs. **Dennis Saylor**

This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 14, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the contract.

34. Award Construction Contract No. C13089 for State Route 210 Segment 8 Establish Existing Planting Project Pg. 325

The Board, acting in its capacity as the San Bernardino County Transportation Authority:

1. Award Construction Contract No. C13089 to Pacific Restoration Group, Inc. as the lowest responsive and responsible bidder for the State Route 210 Segment 8 Establish Existing Planting Project in the amount of $499,186.00.

2. Approve Allowances/Contingency for Contract No. C13089 on the State Route 210 Segment 8 Establish Existing Planting Project in the amount of $119,918.60. **Garry Cohoe**

This item has not had prior Policy Committee review. SANBAG General Counsel and Contract Administrator have reviewed this item and the Contract.

35. Construction Cooperative Agreement Amendment for the Colton Quiet Zone Project Pg. 357

Approve Amendment 1 to Contract No. C12006 with the City of Colton and increase the contract by $60,982 for a total contract amount of $1,080,837, which will be funded with Measure I 1990 - Valley Fund - Major Projects, and change contract termination date of December 31, 2013 with December 31, 2014. **Garry Cohoe**

This item has not had prior Policy Committee review. SANBAG Contract Administrator has reviewed this item and the contracts.

Notes/Actions:

Discussion Items Continued....

Project Delivery (Cont.)

36. Project Plans, Specifications, and Estimates and the Construction and Maintenance Agreement for the Laurel Street Grade Separation Project Pg. 370

San Bernardino County Transportation Commission:

1. Approve three-party Construction and Maintenance Agreement No. C13016 with the BNSF Railway Company and the City of Colton for the Laurel Street Grade Separation Project in the amount of $14,772,066 for railroad work, flagging, inspection, and right-of-way; and San Bernardino Associated Governments will receive a contribution of $5,367,336 from BNSF Railway Company towards the overall project cost.

2. Authorize the Executive Director to execute Right of Way Easement Agreements and other such documents to implement the purposes of Construction and Maintenance Agreement No. C13016.

3. Approve the Laurel Street Grade Separation Project Plans, Specifications, and Estimates package.

4. Authorize the Director of Project Delivery to advertise Invitation for Bids No. C13121 to obtain construction bids for the Laurel Street Grade Separation Project.

5. Authorize staff to proceed directly to the Board without prior Metro Valley Study Session approval for the award of Construction Contract No. C13121.

San Bernardino County Transportation Authority:

6. Approve programming change for the Laurel Street Grade Separation Project in the City of Colton to increase total Measure I Major Streets Bond Funds commitment from $8,520,000 to $11,455,148, an increase of $2,935,148. **Garry Cohoe**

This item has not had prior Policy Committee or Technical Advisory Committee review.

37. Interstate 10 (I-10) Tippecanoe Avenue Phase 2 Interchange Project Pg. 453

Authorize staff to release Request for Proposal No. C13130 for Construction Management, Materials Testing, and Construction Surveying and Public Outreach services associated with the construction of the I-10 Tippecanoe Phase 2 Interchange Project. **Garry Cohoe**

This item has not had prior Policy Committee or Technical Advisory Committee review. SANBAG General Counsel and Contract Administrator have reviewed this item and RFP as to form.

Discussion Items Continued....

Project Delivery (Cont.)

38. I-15/I-215 Devore Interchange (Devore) Design Build project change orders Pg. 488

Authorize staff to negotiate with California Department of Transportation (Caltrans) on two change orders for the Devore Design Build project with an estimated combined cost of approximately $12 million. **Garry Cohoe**

This item has not had prior Policy Committee or Technical Advisory Committee review.

Transportation Fund Administration

39. Glen Helen Parkway Grade Separation Project Pg. 491

Approve an increase to the Glen Helen Grade Separation Project allocation from $12,804,670 to $14,891,198 to be funded with $7,719,198 in Measure I 2010-2040 Valley Major Street Program Bond funds and $7,172,000 in Trade Corridor Improvement Funds. **Andrea Zureick**

This item has not been reviewed by any Policy Committee or Technical Advisory Committee.

Comments from Board Members

Brief Comments from Board of Directors

Executive Director's Comments

Brief Comments from the Executive Director

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Agency Reports/Committee Memberships

South Coast Air Quality Management Report Pg. 493
Mayor Dennis Yates

Mobile Source Air Pollution Reduction Review Committee Pg. 495
Mayor Larry McCallon

SCAG Committees Pg. 498
SCAG Regional Council
SCAG Policy Committees
Community, Economic and Human Development
Energy and Environment
Transportation and Communications

SANBAG Policy Committees Pg. 499

Acronym List Pg. 505

Notes/Actions:

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

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

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

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

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

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

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

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

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

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

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

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

Basic Agenda Item Discussion.

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

The Vote as specified in the SANBAG Bylaws.

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

Amendment or Substitute Motion.

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

Call for the Question.

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

The Chair.

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

Courtesy and Decorum.

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

Adopted By SANBAG Board of Directors January 2008

Important Dates to Remember...
April 2013

SANBAG Meetings – Cancelled:
Board Metro Valley Study Session, originally scheduled for April 11, is CANCELLED.

SANBAG Meetings – Scheduled:			
General Policy Committee	Apr. 10	9:00 am	The Super Chief
SANBAG Board Meeting	Apr. 11	9:00 am	First Floor Lobby, Santa Fe Depot
Commuter Rail & Transit Committee	Apr. 18	10:00 am	The Super Chief
Mountain/Desert Committee	Apr. 19	9:30 am	Town of Apple Valley

Other Meetings/Events:			
State of the County 2013 "Vision in Action"	Apr. 10	4:30 pm	Citizens Bank Arena, Ontario

SAVE-the-DATE:

SANBAG 3rd Annual General Assembly

Thursday, June 20, 2013, 6:00-8:30 pm

Ontario Convention Center

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

CalenApr2013 -jd

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 1

Date: April 11, 2013

Subject: Information Relative to Possible Conflict of Interest

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

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

Closed Session #1 – Conference with Real Property Negotiators

PARCEL	POTENTIAL CONFLICTS OF INTEREST
SB 1	ROBERT HARRAKA, TRUSTEE OF THE ROBERT AND JUDITH ANN HARRAKA FAMILY TRUST DATED 10/21/2005
	JUDITH ANN HARRAKA, TRUSTEE OF THE ROBERT AND JUDITH ANN HARRAKA FAMILY TRUST DATED 10/21/2005
SB 3, 55, 56	BRUCE W. HEFFTNER, an individual
	ALLGOOD SHOWER DOOR CORPORATION, a California corporation (Officers/Directors: BRUCE HEFFTNER)
SB 4, 7	BRUCE W. HEFFTNER, an individual
	ALLGOOD SHOWER DOOR CORPORATION, a California corporation (Officers, Directors: BRUCE HEFFTNER)

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply
BRD1304z-aa

PARCEL	POTENTIAL CONFLICTS OF INTEREST
SB 10, 11, 13, 14	BIG Z AUTO WORKS, INC., a California corporation (Officers/Directors: EDDIE EVANS, JASON DESJARDINES)
SB 17	KRISTEN NEVILLE, TRUSTEE FOR TRUST NO. 982-2z u/a/d 9/4/95
	WESTERN HOUSING SOLUTIONS, LLC, a California limited liability company (Officer/Director: DEAN MYERS)
SB 18	RIVERSIDE CEMENT COMPANY, a dissolved corporation (Officers/Directors: Ron Runnells)
SB 20	JAMES MCHENRY, an individual
	KATHRYN MCHENRY, an individual
	ALL-PRO INVESTMENTS, INC., a dissolved corporation
SB 23	HOAK BROS. PLATING, a California corporation (Officers/Directors: Tim Hoak, Shirley Hoak, Don Hoak)
	MARCEL'S CHROME PLATING, a business entity form unknown (Officers/Directors: No Information Found)
SB 25	ASHADI INVESTMENT LLC, a California limited liability company (Signed PSA but not fully resolved) (Offices/Directors: Sandip Desai)
SB 31	MI CASA PROPERTY, LLC (Officers/Directors: Mary M. Hsu)
	EMPIRE OUTDOOR ADVERTISING, LLC, a Delaware limited liability company (Officers/Directors: John Ferraro)
SB 33	KLR PROPERTY LLC, a California limited liability company
	GAMES FOR FUN, a business entity form unknown (Officers/Directors: Kenneth "Kenny" Renfroe)
SB 34, 35	VARP, INC., a California corporation (Officers/Directors: Stephan Levine, Jenny Sherbon, Angela Ledesman, Tina McGowan, Judy Huber, Pam Starkweather)
SB 37, 38	JENNIFER DEGORTER, AS TRUSTEE OF THAT CERTAIN REVOCABLE DECLARATION OF TRUST, KNOWN AS THE JENNIFER DEGORTER REVOCABLE TRUST, DATED JUNE 6, 2001
	JENCO PRODUCTIONS, INC., a California corporation (Officers/Directors: Jennifer Imbriani, Hazel Walters)
SB 39, 44	JONG UK BYUN, an individual
	BOK SOON BYUN, an individual
	CENTRAL METAL, INC., a California corporation (Officers/Directors: John Uk Byun)
	SAN BERNARDINO RECYCLING CENTER, a California corporation
SB 45, 46, 47	GEORGE V. MANTZOROS, TRUSTEE OF THE MANTZOROS FAMILY LIVING TRUST, U/A DATED OCTOBER 9, 2012
	GLORIA MANTZOROS, TRUSTEE OF THE MANTZOROS FAMILY LIVING TRUST, U/A DATED OCTOBER 9, 2012
	J & G PRODUCE, INC., a California corporation (Officers/Directors: GEORGE MANTZOROS)

PARCEL	POTENTIAL CONFLICTS OF INTEREST
SB 48	AFFAITATI LLC, a California limited liability company (Officers/Directors: RALPH AFFAITATI, RENEE AFFAITATI)
	UNITED STATES OF AMERICA
SB 51, 52, 53	SOUTHERN CALIFORNIA GAS COMPANY, a California corporation (Officers/Directors: Anne Shen Smith, Dennis Arriola, Robert Schlax)
SB 54	RAMON GONZALEZ, TRUSTEE UDT NOVEMBER 4, 2002, FBO RAMON GONZALEZ AND IRMA GONZALEZ
	IRMA GONZALEZ, TRUSTEE UDT NOVEMBER 4, 2002, FBO RAMON GONZALEZ AND IRMA GONZALEZ
	IMPORT GLASS CORPORATION, a California corporation (Officers/Directors: RAMON GONZALEZ, JORGE GONZALEZ, IRMA G. GONZALEZ)
SB 57, 58 68, 74, 75	SAN BERNARDINO ECONOMIC DEVELOPMENT CORPORATION, a California non-profit corporation (Members: Emil Marzullo, Patrick Morris, Rikke Van Johnson, Tobin Brinker, Dennis Craig, Mike Gallo)
	REDEVELOPMENT AGENCY OF THE CITY OF SAN BERNARDINO
	URBAN CONSERVATION CORPS OF THE INLAND EMPIRE
	JOHN MUIR CHARTER SCHOOLS
SB 60, 61, 62	ANTONIO MARTINEZ, an individual
	VANESSA VELARDE, an individual
	JESSE MARTINEZ, an individual
	ANGELINA BOTELLO, an individual
SB 64	PETER R. NASMYTH, an individual
	MELVON INVESTMENTS, LLC, a Wyoming limited liability company
	MARTIN ARELLANO, an individual and AMPELIA ARELLANO, an individual
	BETTY ANDRADE, an individual
SB 66	EDWARD LOUIS HOLLY, an individual
	CBS OUTDOOR, INC., a Delaware corporation
SB 69	ARROWHEAD CENTRAL CREDIT UNION, a California corporation (Officers/Directors: Raymond Mesler, Daniel Marciante)
SB 72	STATE OF CALIFORNIA

Closed Session #2 – Conference with Real Property Negotiators

C-42	N and D Restaurants, Inc., a Florida corporation (Officers/Directors: William R. White; Joseph G. Kern; Colleen Hunter)

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

	Inland Valley Development Agency (IVDA)

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
14	C09124-01	Parsons Transporation Group *Kevin Haboian*	Arellano Associates JM Diaz, Inc Ecosys LAE Engineering S2 Engineering
16	C13115	Southern California Edison Distribution *Carol Brown*	None
16	C13116	Southern Califorania Gas Company *Vicky Garcia*	None
16	C13117	Verizon California Inc. *William Kearns*	None
18	R13122	Freedom Telecommunications	None
34	C13089	Pacific Resortation Group Inc. *John Richards*	None
36	C13016	BNSF Railway Company *John Shurson*	None

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

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

BOARD OF DIRECTORS ATTENDANCE RECORD – 2013

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

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

BOARD OF DIRECTORS ATTENDANCE RECORD – 2013

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

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

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

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

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

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

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

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

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 3

Date: April 11, 2013

Subject: February 2013 Procurement Report

Recommendation:* Receive February 2013 Procurement Report.

Background: The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997, and approved the last revision on February 6, 2013. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of $100,000. All procurements for supplies and services approved by the Executive Director, or designee, in excess of $5,000 shall be routinely reported to the General Policy Committee and to the Board of Directors.

Attached are the purchase orders in excess of $5,000 to be reported to the General Policy Committee for the month of February 2013.

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

Reviewed By: This item was received by the General Policy Committee on March 13, 2013.

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

BRD1304a-wws

February 2013 Report of Purchase Orders

PO No.	PO Issue Date	Vendor	Purpose	Amount
4000960	1/28/13	Dennis Connor Sports, Inc.	Speaker fee for Mr. Connor to speak at the 2013 City/County Conference based on his unique qualifications.	$5,000.00
4000971	2/11/13	Southern California Edison (SCE)	SCE is a utility company that has the unique engineering qualifications to provide a preliminary design and cost relating to a potential relocation of SCE-owned transmission towers within the interstate 10 freeway.	$50,000.00
4000972	2/11/13	Sigmanet, Inc.	Purchase ten compaq LCD monitors and seven HP Compaq CPU units.	$14,528.18
4000969	2/7/13	Building Industry Association, Baldy View Chapter	Sponsorship of the 3rd annual SANBAG General Assembly.	$20,000.00
4000967	2/7/13	Spectra Company	The lobby ceiling at the Depot is a safety hazard and must be stabilized and repaired as quickly as possible. Spectra Company specializes in historic buildings and is experienced at adhering to the Secretary of the Interior's Standards for Preserving, Rehabilitating, and Restoring Historic Buildings. Spectra completed the exterior renovation and waterproofing of the Depot in 2011.	$10,920.00
Note: Sole Source justification is noted in the Purpose statement, if applicable.			**Total**	**$100,448.18**

BRD1304a-wws

Governments
SANBAG
Working Together

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

TRANSPORTATION MEABURE I

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

Minute Action

AGENDA ITEM: 4

Date: April 11, 2013

Subject: Budget to Actual Report for second quarter ending December 31, 2012

Recommendation:* Receive and file Budget to Actual Report for second quarter ending December 31, 2012.

Background: SANBAG's Budget for Fiscal Year 2012/2013 for new activity was adopted by the Board of Directors on June 6, 2012. This report provides a summary of program activity and task activity compared to budget. Budgetary information includes the original and revised budgets, and year to date expenditures.

Financial Impact: This item reports the status of expenditures against the budget and imposes no financial impact on the Fiscal Year 2012/2013 Budget.

Reviewed By: This item was received by the General Policy Committee on March 13, 2013.

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

BRD1304b-wws
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1304/AgendaItems/BRD1304b1-wws.xlsx

ATTACHMENT 1

San Bernardino Associated Governments
Budget to Actual Report: July 2012 - December 2012
Fiscal Year 2012/2013

AIR QUALITY & TRAVELER SERVICES PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0102	Air Quality Activities	3,457,701	-	-	3,457,701	172,208	3,285,493	4.98%
0406	Rideshare Management	2,224,957	-	6,443	2,231,400	289,351	1,942,049	12.97%
0702	Call Box System	1,026,258	-	-	1,026,258	321,403	704,855	31.32%
0704	Freeway Service Patrol/State	1,914,260	28,751		1,943,011	686,143	1,256,868	35.31%
0706	Intelligent Transportation Systems	96,587	-	-	96,587	-	96,587	0.00%
TOTAL AIR QUALITY & TRAVELER SERVICES PROGRAM		**8,719,763**	**28,751**	**6,443**	**8,754,957**	**1,469,105**	**7,285,852**	**16.78%**

TRANSPORTATION PLANNING & PROGRAMMING PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0110	Regional Transportation Planning	489,687	68,400	-	558,087	147,160	410,927	26.37%
0203	Congestion Management	100,865	-	-	100,865	13,623	87,242	13.51%
0213	High Desert Corridor Studies	228,191	-	-	228,191	5,031	223,160	2.20%
0373	Federal/State Fund Administration	979,994	-	34,160	1,014,154	389,045	625,109	38.36%
0404	Subregional Transportation Planning	1,092,886	100,000	-	1,192,886	624,308	568,578	52.34%
0500	Transportation Improvement Program	358,424	-	-	358,424	162,528	195,896	45.35%
0609	Strategic Planning/Delivery Planning	365,824	-	7,760	373,584	70,235	303,349	18.80%
0701	Valley Signal Coordination	1,478,995	-	-	1,478,995	175,104	1,303,891	11.84%
0941	Mt./Desert Planning & Project Development	227,201	-	-	227,201	63,715	163,486	28.04%
TOTAL TRANSPORTATION PLANNING & PROGRAMMING PROGR		**5,322,067**	**168,400**	**41,920**	**5,532,387**	**1,650,749**	**3,881,638**	**29.84%**

MAJOR PROJECT DELIVERY PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0815	Measure I Program Management	5,120,049	-	62,249	5,182,298	1,590,200	3,592,098	30.69%
0817	SR-60 Sound Wall	71,163	-	16,321	87,484	43,210	44,274	49.39%
0819	Hwy 62 & Rotary Way Traffic Signal Project	450,000	-	-	450,000	-	450,000	0.00%
0820	SR 210 Final Design	245,170	-	-	245,170	7,710	237,460	3.14%
0822	SR 210 Right of Way Acquisition	3,298,494	-	-	3,298,494	-	3,298,494	0.00%
0824	SR 210 Construction	8,947,468	-	-	8,947,468	3,444,050	5,503,418	38.49%
0825	I-10 Corridor Project Development	4,123,966	-	-	4,123,966	1,849,937	2,274,029	44.86%
0826	I-10 Citrus/Cherry Interchanges	71,708,739	(991,009)	-	70,717,730	9,294,506	61,423,224	13.14%
0830	I-215 San Riv Project Development	15,804	-	-	15,804	-	15,804	0.00%
0834	I-215 Final Design	366,579	-	-	366,579	12,559	354,020	3.43%
0836	I-215 Right of Way Acquisition	2,901,919	75,000	-	2,976,919	328,653	2,648,266	11.04%
0838	I-215 Construction	79,699,415	-	-	79,699,415	17,772,492	61,926,923	22.30%
0839	I-215 Bi- County HOV Gap Closure Project	18,844,743	-	1,388	18,846,131	5,448,622	13,397,509	28.91%
0840	I-215 Barton Road Interchange	10,771,111	-	-	10,771,111	226,220	10,544,891	2.10%
0841	I-10 Riverside Interchange	3,200,247	-	-	3,200,247	508,280	2,691,967	15.88%
0842	I-10 Tippecanoe Interchange	39,604,394	-	-	39,604,394	2,986,164	36,618,230	7.54%

San Bernardino Associated Governments
Budget to Actual Report: July 2012 - December 2012
Fiscal Year 2012/2013

0845	Mt. Vernon/Washington Interchange	466,087	-	-	466,087	114,146	351,941	24.49%
0850	Alternative Project Financing	3,661,056	-	-	3,661,056	588,845	3,072,211	16.08%
0862	I-10 Westbound Lane Addition - Yucaipa	9,906,181	-	-	9,906,181	2,591,398	7,314,783	26.16%
0869	Glen Helen Parkway Grade Separation	4,400,356	-	-	4,400,356	8,250	4,392,106	0.19%
0870	Hunts Lane Grade Separation	12,584,715	2,000,000	-	14,584,715	5,064,664	9,520,051	34.73%
0871	State St./University Parkway Grade Separation	328,306	-	-	328,306	8,285	320,021	2.52%
0874	Palm Avenue Grade Separation	9,899,031	-	5,000	9,904,031	6,892,898	3,011,133	69.60%
0876	South Milliken Avenue Grade Separation	6,840,456	-	-	6,840,456	7,159	6,833,297	0.10%
0877	Vineyard Avenue Grade Separation	1,732,673	-	-	1,732,673	6,172	1,726,501	0.36%
0879	Colton Crossing BNSF/UPRR Grade Separation	91,530,337	-	-	91,530,337	11,953	91,518,384	0.01%
0880	I-15/I-215 Devore Interchange	22,086,076	-	14,085	22,100,161	1,840,104	20,260,057	8.33%
0881	Lenwood Avenue Grade Separation	4,688,881	-	-	4,688,881	1,326,394	3,362,487	28.29%
0882	North Milliken Avenue Grade Separation	17,119,616	-	8,011,113	25,130,729	4,763,605	20,367,124	18.96%
0883	SR 210 Pepper Avenue Interchange	2,277,989	-	-	2,277,989	289,825	1,988,164	12.72%
0884	Laurel Avenue Grade Separation	15,864,368	-	-	15,864,368	2,065,234	13,799,134	13.02%
0885	9th Street Rail Improvements	4,216,173	(75,000)		4,141,173	113,918	4,027,255	2.75%
0886	Colton Quiet Zone Project	3,147,427	-	-	3,147,427	28,714	3,118,713	0.91%
0887	SR 210 Lane Addition	1,063,515			1,063,515	397,740	665,775	37.40%
0888	I-15 La Mesa/Nisqualli Interchange	16,184,871	-	50,000	16,234,871	9,809,527	6,425,344	60.42%
0889	Yucca Loma Bridge	7,062,129	-		7,062,129	-	7,062,129	0.00%
0890	I-15 Ranchero Interchange	13,351,699	65,757		13,417,456	120,425	13,297,031	0.90%
0965	2012 A Sales Tax Revenue Bond	5,916,411	-	-	5,916,411	-	5,916,411	0.00%
TOTAL MAJOR PROJECT DELIVERY PROGRAM		**503,697,614**	**1,074,748**	**8,160,156**	**512,932,518**	**79,561,859**	**433,370,659**	**15.51%**

TRANSIT & PASSENGER RAIL PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0309	General Transit	872,459	210,915	7,333	1,090,707	546,047	544,660	50.06%
0310	Transit Operating	8,823,072	154,600		8,977,672	3,416,966	5,560,706	38.06%
0311	Transit Capital	5,332,307	5,000,000		10,332,307	2,188,538	8,143,769	21.18%
0352	General Commuter Rail	800,797	-	187	800,984	206,404	594,580	25.77%
0377	Commuter Rail Operating Expenses	12,133,858	(2,590,000)	18,312	9,562,170	6,346,950	3,215,220	66.38%
0379	Commuter Rail Capital Expenses	23,416,568	12,534,588	57,247	36,008,403	3,491,454	32,516,949	9.70%
0501	Federal Transit Act Programming	96,969	-	-	96,969	7,580	89,389	7.82%
TOTAL TRANSIT & PASSENGER RAIL PROGRAM		**51,476,030**	**15,310,103**	**83,079**	**66,869,212**	**16,203,939**	**50,665,273**	**24.23%**

ATTACHMENT 1

San Bernardino Associated Governments
Budget to Actual Report: July 2012 - December 2012
Fiscal Year 2012/2013

TRANSPORTATION FUND ADMINISTRATION PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0502	TDA Administration	470,005	-	-	470,005	138,856	331,149	29.54%
0504	Measure I Administration	426,634	-		426,634	112,012	314,622	26.25%
0506	Local Transportation Fund	83,337,751	(800,000)	-	82,537,751	-	82,537,751	0.00%
0507	State Transit Assistance Fund	26,330,985	(788,975)	-	25,542,010	-	25,542,010	0.00%
0515	Measure I Valley Apportionment & Allocation	4,427,761	-	4,779,611	9,207,372	1,047,774	8,159,598	11.38%
0610	Measure I 2010-2040 Project Advancement	16,846,857	-	655,517	17,502,374	3,902,084	13,600,290	22.29%
0615	Measure I Local Stimulus	-	-	8,110,653	8,110,653	3,868,078	4,242,575	47.69%
0918	Measure I Local Pass-through	34,453,800	-	-	34,453,800	12,535,236	21,918,564	36.38%
TOTAL TRANSPORTATION FUND ADMINISTRATION PROGRAM		**166,293,793**	**(1,588,975)**	**13,545,781**	**178,250,599**	**21,604,040**	**156,646,559**	**12.12%**

GENERAL - COUNCIL OF GOVERNMENTS SUPPORT PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0104	Intergovernmental Relations	442,441	-	-	442,441	140,591	301,850	31.78%
0490	Council of Governments New Initiatives	80,585	(16,678)	-	63,907	5,391	58,516	8.44%
0492	Joint Solar Purchase Agreement	176,732	16,678		193,410	21,915	171,495	11.33%
0495	Green House Gas	495,481	38,385		533,866	109,998	423,868	20.60%
0503	Legislation	613,473	-	-	613,473	172,221	441,252	28.07%
0601	County Transportation Commission-General	483,591	-	-	483,591	74,475	409,116	15.40%
0605	Publications & Public Outreach	576,842	-	-	576,842	150,508	426,334	26.09%
0708	Property Assessed Clean Energy	141,514			141,514	14,360	127,154	10.15%
0805	Building Operations	89,115	-	-	89,115	10,712	78,403	12.02%
0942	Financial Management	228,102	-	-	228,102	48,155	179,947	21.11%
TOTAL COUNCIL OF GOVERNMENTS SUPPORT PROGRAM		**3,327,876**	**38,385**	**-**	**3,366,261**	**748,326**	**2,617,935**	**22.23%**

GRAND TOTAL ALL PROGRAMS	**738,837,143**	**15,031,412**	**21,837,379**	**775,705,934**	**121,238,018**	**654,467,916**	**15.63%**

CONSOLIDATED BY PROGRAM

PROGRAM DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	PROGRAM BALANCE	% OF BUDGET EXPENDED
AIR QUALITY & TRAVELER SERVICES PROGRAM	8,719,763	28,751	6,443	8,754,957	1,469,105	7,285,852	16.78%
TRANSPORTATION PLANNING & PROGRAMMING PROGRAM	5,322,067	168,400	41,920	5,532,387	1,650,749	3,881,638	29.84%
MAJOR PROJECT DELIVERY PROGRAM	503,697,614	1,074,748	8,160,156	512,932,518	79,561,859	433,370,659	15.51%
TRANSIT & PASSENGER RAIL PROGRAM	51,476,030	15,310,103	83,079	66,869,212	16,203,939	50,665,273	24.23%
TRANSPORTATION FUND ADMINISTRATION PROGRAM	166,293,793	(1,588,975)	13,545,781	178,250,599	21,604,040	156,646,559	12.12%
GENERAL - COUNCIL OF GOVERNMENTS SUPPORT PROGRAM	3,327,876	38,385	-	3,366,261	748,326	2,617,935	22.23%
GRAND TOTAL ALL PROGRAMS	**738,837,143**	**15,031,412**	**21,837,379**	**775,705,934**	**121,238,018**	**654,467,916**	**15.63%**

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 5

Date: April 11, 2013

Subject: Budget Fiscal Year 2013/2014 Assessment Dues

Recommendation:* That the Board adopt SANBAG's Fiscal Year 2013/2014 Assessment Dues.

Background: SANBAG has collected general membership dues since its inception. The dues are assessed according to a formula based on 50% on population and 50% on assessed valuation of each member jurisdiction.

Since Fiscal Year 1999/2000, $28,653 of general assessment dues has been budgeted in Task No. 0104, Intergovernmental Relations, as established by the Board of Directors. The remaining amount of dues collected is budgeted in Task No. 0490, Council of Governments New Initiative, to support new Council of Governments (COG) activities as approved by the Board. One such new initiative is Task No. 0492, Joint Solar Power Purchase Agreement, this Board approved project is partially funded with assessment dues.

Attached is Attachment A of all assessment dues of $99,838 budgeted for Fiscal Year 2013/2014.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.

BRD1304d-wws
Attachment: BRD1304d1-wws

The estimated expenditures for Fiscal Year 2013/2014 for Task No. 0104 is $33,654 and Task No. 0492 is $34,684. All remaining COG funds are budgeted in Task No. 0490. This task accounts for the funds until the Board directs a new initiative or task. The budget for Fiscal Year 2013/2014 for Task No. 0490 is $118,150 which includes estimated available fund balance to support COG functions.

Financial Impact: This item establishes Fiscal Year 2013/2014 Budget for Assessment Dues and related budgeted expenditures and will be included in the proposed budget for Fiscal Year 2013/2014.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2013.

Responsible Staff: William Stawarski, Chief Financial Officer

BRD1304d-wws
Attachment: BRD1304d1-wws

San Bernardino Associated Governments
General Assessment Dues Calculation
Fiscal Year 2013/2014

JURISDICTION:	POP. 2012	% OF TOTAL POP.	ASSESSED VALUE BEFORE RDA 2012	% OF TOTAL VALUE	AVG. % POP. & VALUE	FY 2013 AMOUNT	FY 2014 AMOUNT	VAR.
Adelanto	31,066	1.505%	$1,531,849,996	0.937%	1.221%	1,211	1,219	$8
Apple Valley	70,033	3.393%	$4,484,746,149	2.743%	3.068%	3,043	3,063	$20
Barstow	23,019	1.115%	$1,199,487,738	0.734%	0.924%	917	923	$6
Big Bear Lake	5,088	0.247%	$2,912,139,016	1.781%	1.014%	1,006	1,012	$6
Chino	79,171	3.836%	$8,733,033,598	5.341%	4.589%	4,551	4,581	$30
Chino Hills	75,655	3.666%	$9,043,902,382	5.531%	4.598%	4,561	4,591	$30
Colton	52,690	2.553%	$2,601,474,923	1.591%	2.072%	2,055	2,069	$14
Fontana	199,898	9.685%	$13,596,277,647	8.316%	9.000%	8,927	8,986	$59
Grand Terrace	12,157	0.589%	$765,468,802	0.468%	0.529%	524	528	$4
Hesperia	91,033	4.411%	$4,291,553,022	2.625%	3.518%	3,489	3,512	$23
Highland	53,664	2.600%	$2,719,540,147	1.663%	2.132%	2,114	2,128	$14
Loma Linda	23,389	1.133%	$1,585,798,247	0.970%	1.052%	1,043	1,050	$7
Montclair	37,163	1.801%	$2,547,125,557	1.558%	1.679%	1,666	1,676	$10
Needles	4,894	0.237%	$312,963,898	0.191%	0.214%	213	214	$1
Ontario	166,134	8.049%	$18,477,960,760	11.301%	9.675%	9,597	9,660	$63
Rancho Cucamonga	169,498	8.212%	$19,600,775,263	11.988%	10.100%	10,018	10,084	$66
Redlands	69,498	3.367%	$7,340,192,241	4.489%	3.928%	3,896	3,922	$26
Rialto	100,606	4.875%	$5,694,664,771	3.483%	4.179%	4,145	4,172	$27
San Bernardino	211,674	10.256%	$10,314,096,504	6.308%	8.282%	8,215	8,269	$54
Twentynine Palms	25,713	1.246%	$816,571,648	0.499%	0.873%	866	871	$5
Upland	74,568	3.613%	$7,057,197,912	4.316%	3.965%	3,932	3,958	$26
Victorville	119,059	5.769%	$6,763,540,399	4.137%	4.953%	4,912	4,945	$33
Yucaipa	52,100	2.524%	$3,377,996,647	2.066%	2.295%	2,277	2,291	$14
Yucca Valley	20,916	1.013%	$1,354,426,741	0.828%	0.921%	913	919	$6
County	295,233	14.304%	$26,382,391,990	16.136%	15.220%	15,097	15,195	$98
	2,063,919	**100.000%**	**163,505,175,998**	**100.00%**	**100.00%**	**99,188**	**99,838**	**$650**

NOTES:

1) Population Source: Most recent Measure I population data, which is the Department of Finance estimate as of January 1 reconciled to the total population for San Bernardino County.

2) Net Assessed Value Source: Property Tax Section, County Auditor/Controller, 2012.

3) These calculations are based on the most recent data received from the County of San Bernardino.

4) Assessed valuation of jurisdiction includes properties within redevelopment areas.

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 6

Date: April 11, 2013

Subject: Update on the progress of the Inland Empire 511 system

Recommendation:* Receive information on the progress of the Inland Empire 511 system since its launch in April 2010.

Background: In May 2009, San Bernardino Associated Governments (SANBAG) and the Riverside County Transportation Commission (RCTC) boards took action to develop and implement an Inland Empire only 511 system (IE511). In November 2009, a beta version of the system was available. Transitioning of the multiple phone carriers to point to the IE511 system was a challenge, as the two counties together are larger than 10 states. On April 7, 2010, SANBAG and RCTC announced the program's launch at the SANBAG Board meeting. IE511 was the first 511 system to begin operations in the Los Angeles Metropolitan area.

Nearly three years since its launch, the system has had great success and usage. In 2012, the IE511 system had more than 386,000 callers and more than 400,000 website visitors. More than 1.1 Million callers and more than 800,000 website visitors have benefitted from this system since its launch in April 2010. IE511 provides a source of information for all transportation needs including transit, rideshare, and real time traffic and incident information. There are three ways to access the system: online at ie511.org with a mobile friendly smart phone version, downloading the smartphone Application for Android and Apple, dialing 5-1-1 from a cell phone or landline within the San Bernardino and

*

COG		CTC	X	CTA	X	SAFE		CMA	X

Check all that apply.

Approved
Board of Directors

Date: _____

Moved: *Second:*

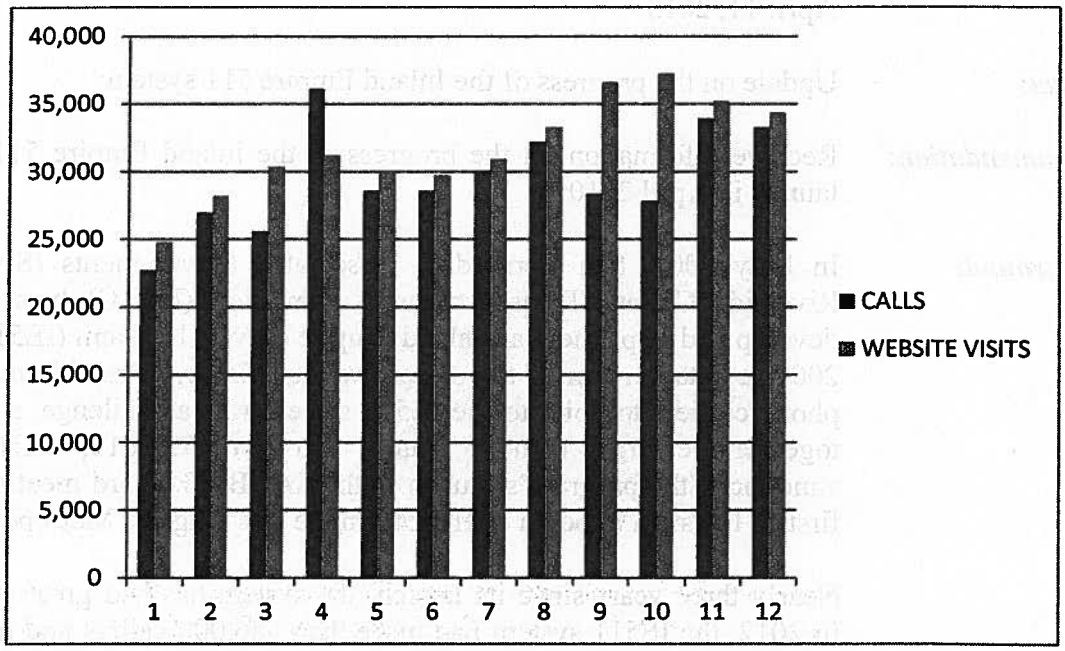
In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD1304b-jh

Riverside Counties or if outside of the Inland Empire, the system can be reached by dialing 1-877-MYIE511.

Below is a graph of the system's activity for 2012. The website usage continues to exceed the phone use, which has been a goal in the marketing of IE511:



The year 2012 saw significant changes and improvements to the IE511 system. The IVR (Interactive Voice Response) was restructured. This switched the phone system to a new platform which resulted in large cost savings due to the lower per minute rates. The update also replaced the text to speech voice with a human voice, making it easier for callers to hear and understand responses. The menu trees were also simplified to provide more direct paths to the information requested.

Also launched in 2012 was a smartphone application for Apple and Android, with more than 15,000 downloads to date.

Since the launch date, SANBAG and RCTC have made great efforts in marketing the program. Marketing the system has been key in spreading the word about the system and gaining users. Marketing efforts include:

- KVCR Partnership – IE511 is featured as the primary source of traffic information
- Android and Apple smartphone Application: IE511
- Installation of more than 80 IE511 freeway signs

- IE511 Brochures
- Radio advertisements
- Newspaper advertisements
- Other print media such as the "Inland Empire Magazine"
- Billboard advertisements
- Facebook/twitter pages- where followers are notified immediately of major highway incidents and sig alerts.

Users can also visit IE511's YouTube channel for an informative video on how to use the IE511 system. http://www.youtube.com/user/IE511

We encourage travelers to "Know Before You Go" by accessing IE511 prior to getting on the road for their daily commutes.

Financial Impact: There is no financial impact for this item. Funds for the development and implementation of the IE511 system have been included in the Fiscal Year 2012/2013 budget.

Reviewed By: This item was presented at the General Policy Committee on March 13, 2013.

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

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 7

Date: April 11, 2013

Subject: Annual Determination of Local Government Conformance to the Congestion Management Program (CMP)

Recommendation:* Approve annual determination of conformance with the CMP for local governments within San Bernardino County pursuant to California Government Code Section 65089.3.

Background: Government Code Section 65089.3 requires Congestion Management Agencies to monitor implementation of all elements of the CMP. Annually, the agency shall determine if the county and the cities are conforming to the CMP, including, but not limited to, the following:

(1) Consistency with levels of service and performance standards, except as provided in subdivisions (b) and (c) of the government code.

(2) Adoption and implementation of a program to analyze the impacts of land use decisions, including the estimate of the costs associated with mitigating these impacts.

All jurisdictions are in conformance with the CMP Monitoring and the traffic impact analysis requirements of the CMP, consistent with paragraph (1) above.

Local jurisdictions meet the CMP requirements identified in paragraph (2) above in two ways. First, in November 2005, the Board of Directors amended the CMP to require local jurisdictions in the urbanized portions of San Bernardino

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA		SAFE		CMA	X

Check all that apply.

BRD1304a-ss

and Victor Valley to implement a development mitigation program that generates the minimum fair share development mitigation requirements identified in the Nexus Study (Appendix K of the CMP) as a means of complying with the land use-transportation program of the CMP. Second, jurisdictions outside of the urbanized portions of the San Bernardino and Victor Valleys meet this requirement by preparing Traffic Impact Analysis reports in accordance with the requirements contained in Chapter 4 and Appendix C of the CMP. All jurisdictions are currently complying with the land use-transportation component of the CMP identified in paragraph (2) above.

Financial Impact: This item is consistent with the adopted Fiscal Year 2012-2013 budget, Task 0203. Funds derived through local development mitigation programs are essential elements of the funding estimates contained in the Expenditure Plan for Measure I 2010-2040.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2013.

Responsible Staff: Steve Smith, Director of Planning

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 8

Date: April 11, 2013

Subject: Development Mitigation Annual Report for Fiscal Year Ending June 30, 2012

Recommendation:* Receive information on the Development Mitigation Annual Report for fiscal year ending June 30, 2012.

Background: Preparation of the Development Mitigation Annual Report is an on-going requirement of the SANBAG Congestion Management Program (CMP). Each jurisdiction is required to provide information on development activity and the expenditure of development mitigation funds on projects contained in the Nexus Study over the past fiscal year. This agenda item provides a summary of the local jurisdiction Development Mitigation Annual Reports. Attachment 1 contains development mitigation data for each jurisdiction. City data is provided in the table on the first page, and County data is provided on the second page, organized by sphere of influence. SANBAG staff would like to report that all of the jurisdictions involved in collecting and expending Development Mitigation Fees have submitted the annual report.

Based on the information provided to SANBAG by local jurisdictions, $12,729,214 in development mitigation fees for transportation projects was collected and $4,367,253 of development mitigation fees was expended on Nexus Study projects during fiscal year ending June 30, 2012. Of the approximately $12.7 million of transportation related development impact fees collected by local

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA		SAFE		CMA	X

Check all that apply.

BRD1304b-ss

jurisdictions, a portion of the fees are associated with local projects that were not included in the Nexus Study, which addresses only regional projects. Therefore, not all of the fees will be expended on Nexus Study projects. The $12,729,214 of development mitigation represents a 50% increase in development mitigation revenue from the $8,470,279 collected in Fiscal Year 2010/2011.

Since the implementation of the SANBAG Development Mitigation Program began in Fiscal Year 2006/2007, a total of $142,260,804 has been collected and a total of $67,503,667 in development mitigation has been expended on projects contained in the SANBAG Development Mitigation Nexus Study. It should be noted that some of the data on quantities of development (units and square footage) could not be included in the table because it did not fit standard development type categories. However, all the fees for these developments were included.

The Development Mitigation Annual Report is an attempt to secure information on development fees collected and expended on Nexus Study projects in a manner that is less formal than a full audit. Overall, the annual reporting has been informative and provides the mechanism for SANBAG staff to monitor the level of development contributions being generated by local jurisdictions for projects included in the Nexus Study. Accurate and reliable information is imperative for implementation of the Measure I Valley Freeway Interchange, the Valley Major Street, Victor Valley Major Local Highway and Victor Valley Local Street Programs as outlined in the Measure I 2010-2040 Strategic Plan.

Financial Impact: This item is consistent with the adopted fiscal year 2012-2013 budget as part of Task 0203. The Development Mitigation Program is an essential element of the funding for projects contained in the Expenditure Plan for Measure I 2010-2040.

Reviewed By: This item was reviewed by the General Policy Committee on March 13, 2013. The content of this item was reviewed by the Transportation Technical Advisory Committee on February 4, 2013.

Responsible Staff: Steve Smith, Director of Planning

City/Town Statistical Table

Development Mitgation Summary Table

For the Year Ending June 30, 2012

City/Town	# of SF Units Permitted	# of MF Units Permitted	Sq Ft of Commercial Permitted	Sq Ft of Office Permitted	Sq Ft of Industrial Permitted	Fees Collected in FY 11/12*	Fees Expended on Nexus Projs in FY 11/12	Cum. Dev. Mit. Rev.**	Cum. Dev. Mit. Exp. On Nexus Projs***
Adelanto	14	0	0	0	n/a	$899,679.24	$0.00	$2,123,693	$0
Apple Valley	6	41	13,270	3,480	0	$228,359.85	$0.00	$6,556,963	$4,450,826
Chino	255	0	5,080	0	397,790	$1,625,490.25	$0.00	$14,891,168	$4,752,760
Chino Hills	18	0	n/a	0	0	$128,251.00	$0.00	$8,329,090	$5,174,800
Colton	5	1	0	0	2,114	$24,193.24	$0.00	$531,026	$0
Fontana	157	98	1,761	24,562	780,520	$2,023,205.00	$2,303,907.00	$27,755,090	$11,774,669
Grand Terrace	0	0	10,000	0	0	$0.00	$29,190.00	$984,805	$29,190
Hesperia	3	1	0	102,438	0	$243,360.98	$673,230.93	$10,346,067	$17,135,928
Highland	11	0	13,225	13,493	0	$301,308.94	$0.00	$3,061,496	$0
Loma Linda	0	0	0	7,185	0	$38,692.43	$0.00	$2,132,118	$0
Montclair	1	385	11,406	6,643	18,818	$445,380.27	$0.00	$1,295,337	$0
Ontario	30	21	16,562	0	1,235,842	$2,302,495.00	$686,009.00	$14,965,187	$3,010,778
Rancho Cucamonga	74	1	24,660	37,400	86,580	$920,899.00	$9,227.00	$9,515,628	$2,058,457
Redlands	54	7	0	3,470	64,207	$191,859.00	$0.00	$6,066,109	$1,589,898
Rialto	7	75	2,000	7,000	4,000	$950,901.74	$281,135.00	$3,428,663	$2,961,796
San Bernardino	0	0	0	53,194	0	$139,635.01	$268,131.80	$7,218,637	$505,958
Upland	14	0	0	86	0	$27,095.37	$0.00	$865,309	$0
Victorville	102	65	100,500	0	0	$1,417,629.00	$73,097.00	$16,920,258	$8,806,896
Yucaipa	0	0	0	0	0	$405,163.87	$43,325.00	$2,618,967	$5,124,753
Total	751	695	198,464	258,951	2,589,871	$12,313,599	$4,367,253	$139,605,610	$67,376,708

* May include fees from other sources not listed in the summary table

** Only includes revenue collected beginning FY06/07

*** Only includes expenditure of development mitigation fees

SB. County Statistical Table

Development Mitgation Summary Table

For the Year Ending June 30, 2012

County Sphere/Subarea	# of SF Units Permitted	# of MF Units Permitted	Sq Ft of Commercial Permitted	Sq Ft of Office Permitted	Sq Ft of Industrial Permitted	Fees Collected in FY 11/12*	Fees Expended on Nexus Projs in FY 11/12	Cum. Dev. Mit. Rev.**	Cum. Dev. Mit. Exp. On Nexus Projs***
Adelanto Sphere	0	0	0	0	0	$0	$0	$0	$0
Apple Valley Sphere	1	0	0	0	0	$6,422	$0	$404,586	$0
Chino Sphere	0	0	0	0	0	$0	$0	$20,728	$0
Colton Sphere	0	0	0	0	0	$0	$0	$5,528	$0
Devore/Glen Helen	0	0	0	0	0	$0	$0	$38,955	$0
Fontana Sphere	1	0	-2,758	0	7,560	$42,791	$0	$583,858	$0
Hesperia Sphere	3	0	0	0	0	$24,558	$0	$503,350	$0
Loma Linda Sphere	0	0	0	0	0	$0	$0	$0	$0
Montclair Sphere	0	0	0	0	0	$0	$0	$30,050	$0
Redlands Sphere	0	0	0	0	-918	-$5,251	$0	$64,246	$0
Redlands Donut Hole	0	0	0	0	578,400	$277,632	$0	$277,713	$0
Rialto Sphere	1	2	1,017	0	2,091	$33,392	$0	$89,399	$126,959
San Bernardino Sphere	4	0	0	0	0	$8,868	$0	$401,240	$0
Upland Sphere	0	0	0	0	0	$0	$0	$80,100	$0
Victorville Sphere	7	0	0	0	0	$27,202	$0	$155,440	$0
Yucaipa Sphere	0	0	0	0	0	$0	$0	$0	$0
Total	17	2	-1,741	0	587,133	$415,615	$0	$2,655,195	$126,959

* May include fees from other sources not listed in the summary table

** Only includes revenue collected beginning FY06/07

*** Only includes expenditure of development mitigation fees

GRAND TOTAL	768	697	196,723	258,951	3,177,004	$12,729,214	$ 4,367,253	$142,260,804	$67,503,667

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 9

Date: April 11, 2013

Subject: Amendments to the San Bernardino County Non-Motorized Transportation Plan and SANBAG matching funds for local jurisdiction Statewide Active Transportation grant applications.

Recommendation:* 1. Approve amendments to the San Bernardino County Non-Motorized Transportation Plan as described below.

2. Approve inclusion of $100,000 in Measure I 1990-2010 Valley Transportation Management and Environmental Enhancement funds and $100,000 in LTF-Planning funds in the Fiscal Year 2013-2014 budget as potential matching funds for local jurisdiction grant applications under the State's Active Transportation call for projects, subject to the provisions stated below.

Background: The San Bernardino County Non-Motorized Transportation Plan (NMTP) was approved by the SANBAG Board in March 2011. The NMTP conforms to the requirements established by the State of California for local jurisdiction eligibility to receive grant funds through the State Bicycle Transportation Account (BTA). The BTA provides local jurisdictions statewide approximately $8 million per year for bicycle planning and capital projects. Conformity with NMTP is also a required

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1304c-ss
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1304/AgendaItems/BRD1304c1-ss.docx

element in receiving SANBAG's Transportation Development Act (TDA) Article 3 – Pedestrian, Bicycle Facilities and Access to Transit funds.

SANBAG and the Cities of Upland, San Bernardino, and Highland would like to amend the City chapters within the NMTP to add bicycle facilities that had not previously been included in the Plan. See Attachment "A" for the proposed segment amendments and text changes.

Approval of these amendments to the NMTP does not constitute a financial commitment to any of the projects by SANBAG. It merely permits inclusion of the project into the NMTP, which would enable the cities to seek grant funding under the State's Active Transportation program and SANBAG's TDA Article 3 program.

Regarding the matching fund recommendation, the SANBAG Board authorized an amount of $350,000 for Fiscal Year 2012/2013 as a potential match commitment for local jurisdictions in their grant applications for Caltrans Bicycle Transportation Account funds, should cities be successful in being awarded the grants. None of the four cities submitting applications were successful, but it is anticipated that jurisdictions will submit applications for bicycle projects again for Fiscal Year 2013-2014 under a modified Caltrans Active Transportation program.

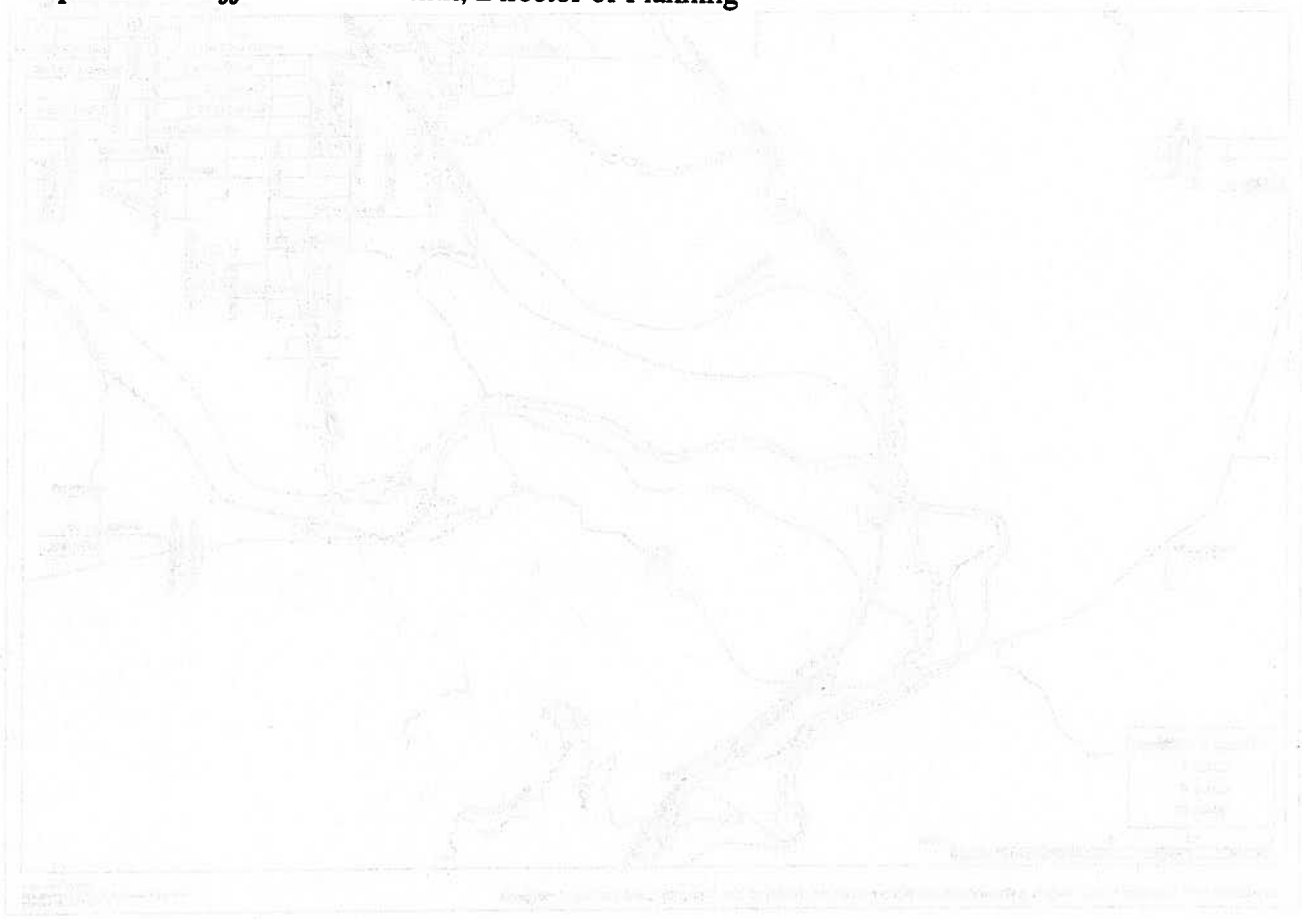
In anticipation of this, it is recommended that $100,000 in Measure I 1990-2010 Valley Transportation Management and Environmental Enhancement funds (TMEE) and $100,000 in LTF-Planning funds be included in the Fiscal Year 2013-2014 budget as matching funds for local jurisdiction grant applications for an expected State Active Transportation call-for-projects. Inclusion of these amounts in the budget, though lower than was approved for Fiscal Year 2012-2013, will provide for flexibility to respond to these opportunities. It is also recommended that the amounts be limited to 10 percent of the project total or $40,000, whichever is less. If more than five projects are successful, resulting in a match need greater than $200,000, staff will return to the Board with the request at that time.

Financial Impact: This item has no impact on the current Fiscal Year 2012/2013 budget. All staff activity associated with this item is consistent with Task No. 0404 Subregional Planning. However, this action authorizes inclusion of $100,000 from TMEE and $100,000 in LTF-Planning funds in the Fiscal Year 2013-2014 budget.

BRD1304c-ss

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2013.

Responsible Staff: Steve Smith, Director of Planning



BRD1304c-ss

Attachment A

SANBAG Proposal to provide linkage between Victor Valley and San Bernardino Valley through USFS lands

Figure 5.51a

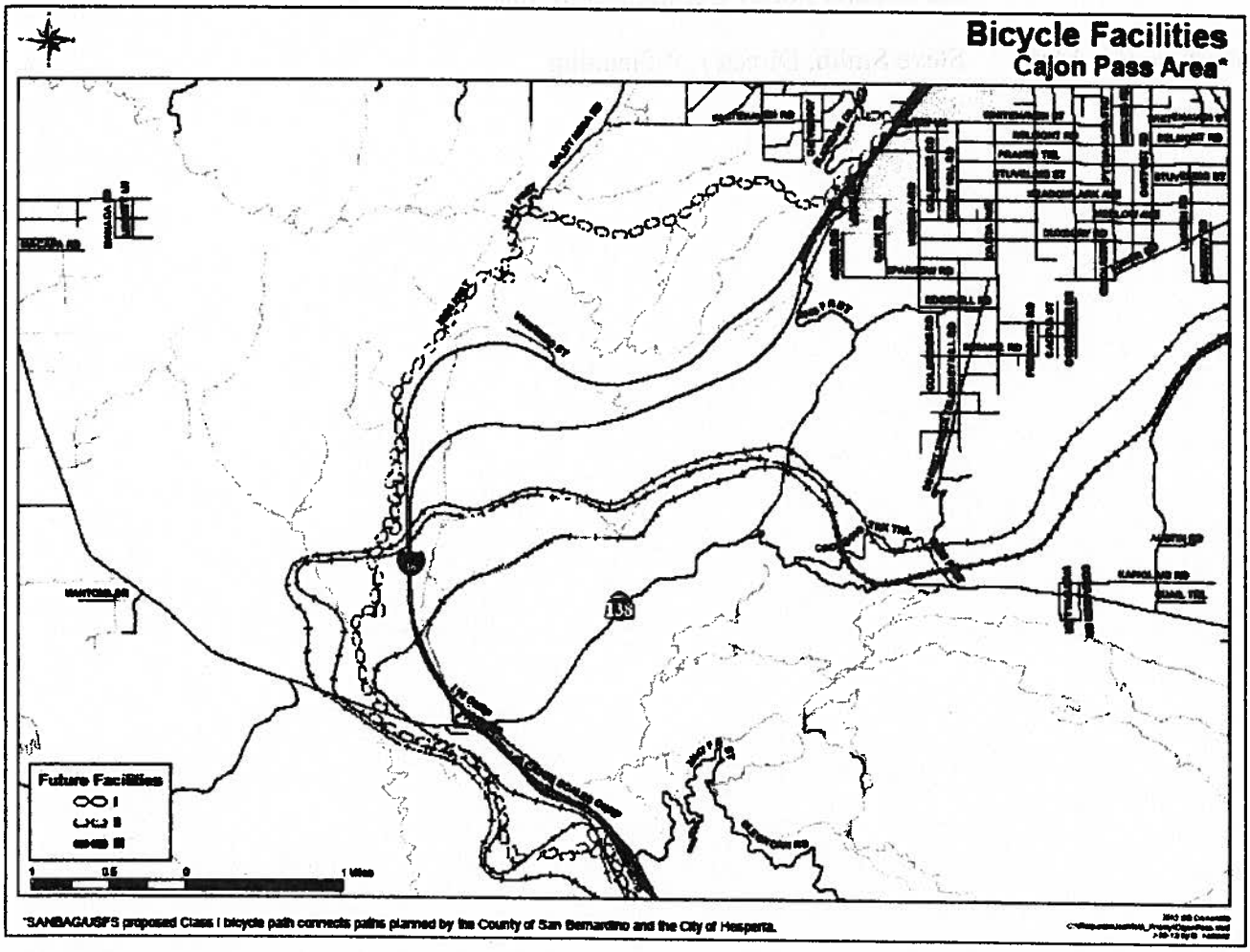


Table 5.91a

SANBAG/USFS Future Improvement

Street/Path	From	To	Class	Mileage	Est. Cost
Santa Fe/USFS/Caliente Rd	Cajon Blvd	Oak Hill Rd	I	10.13	n/a

Text Changes

Table 5.91a represents an effort of SANBAG to establish non-motorized transportation connection between the San Bernardino Valley and the Victor Valley. The proposed path attempts to connect from Cajon Blvd. in San Bernardino County to Oak Hill Rd. in the City of Hesperia. The proposed area is currently in the jurisdiction of United States Forest Service (USFS) and the exact alignment of the path is yet to be determined.

BRD1304c1-ss

City of Highland Amendments

Figure 5.22

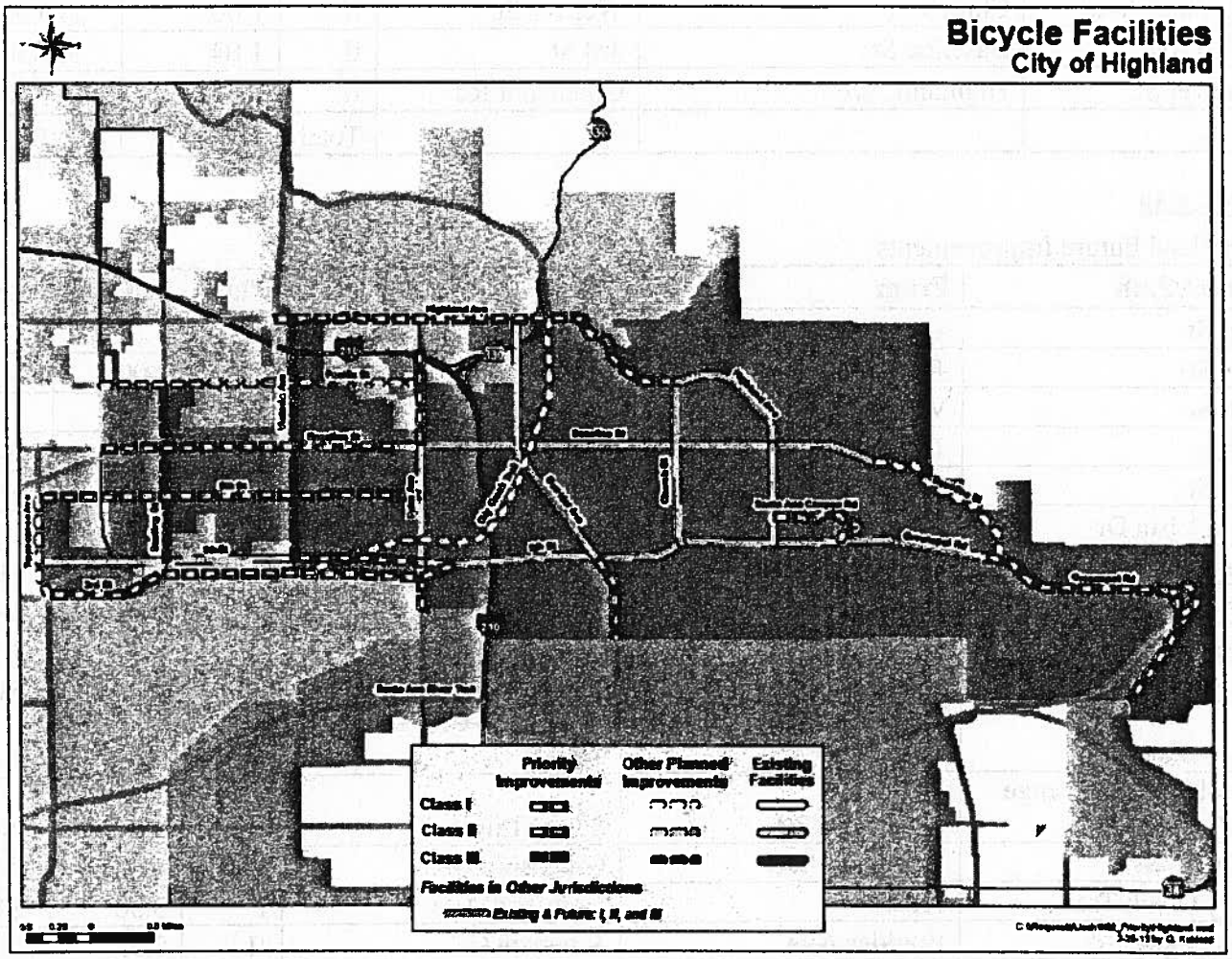


Table 5.47

Highland Existing Conditions

Street/Path	From	To	Class	Mileage	Est. Cost
5th St	Palm Ave	SR-210	II	0.56	$28,000
5thSt	Tippecanoe Ave	Victoria Ave	II	2.00	$100,000
~~Baseline St~~	~~Palm Ave~~	~~Weaver St~~	~~II~~	~~2.75~~	~~$137,500~~
Baseline St	Cole Ave	Alta Vista Dr	II	3.52	$176,000
~~Boulder Ave~~	~~Highland Ave~~	~~Baseline St~~	~~II~~	~~1.01~~	~~$50,000~~
~~Boulder Ave~~	~~s/o City Creek Bridge~~	~~Greenspot Rd~~	~~II~~	~~0.56~~	~~$28,000~~
Boulder Ave	Highland Ave	Greenspot Rd	II	2.08	$104,000
Church St	Highland Ave	Greenspot Rd	II	1.29	$64,500

BRD1304c1-ss

~~Greenspot Rd~~	~~SR-210~~	~~Boulder Ave~~	~~II~~	~~0.81~~	~~$40,500~~
~~Greenspot Rd~~	~~Valencia Ct~~	~~Santa Paula St~~	~~II~~	~~2.54~~	~~$127,000~~
Greenspot Rd	SR-210	Santa Paula St	II	3.90	$195,000
Highland Ave	Church St	Weaver St	II	1.00	$50,000
Palm Ave	Baseline St	3rd St	II	1.04	$51,500
Weaver St	Highland Ave	Greenspot Rd	II	0.82	$41,000
			Total	16.21	$810,000

Table 5.48

Highland Future Improvements

Street/Path	From	To	Class	Mileage	Est. Cost
3rd St	Tippecanoe Ave	5th St	II	3.22	$161,000
~~5th St~~	~~Tippecanoe Ave~~	~~Palm Ave~~	~~II~~	~~3.00~~	~~$150,000~~
5th St	Victoria Ave	Palm Ave	II	0.50	$25,000
~~9th St~~	~~Tippecanoe Ave~~	~~Palm Ave~~	~~III~~	~~3.00~~	~~$44,850~~
9th St	Tippecanoe Ave	Palm Ave	II	3.00	$150,000
Alta Vista Dr	Santa Ana Canyon Rd	Greenspot Rd	II	0.13	$6,500
~~Baseline St~~	~~Tippecanoe Ave~~	~~Palm Ave~~	~~II~~	~~2.99~~	~~$149,500~~
~~Baseline St~~	~~Weaver St~~	~~Alta Vista Dr~~	~~II~~	~~0.84~~	~~$42,000~~
Baseline St	Alta Vista Dr	Greenspot Rd	I	1.33	$66,500
Baseline St	Del Rosa Dr	Cole Ave	II	2.29	$114,500
~~Boulder Ave~~	~~North side City Creek Trail~~	~~South side City Creek Trail~~	~~II~~	~~0.19~~	~~$10,000~~
Boulder Ave/Orange St*	Greenspot Rd	S City Limit	II	0.67	$34,000
~~Church St~~	~~Highland Ave~~	~~Greenspot Rd~~	~~III~~	~~1.28~~	~~$19,200~~
City Creek Trail	3rd St	Highland Ave	I	3.30	$165,000
~~Greenspot Rd~~	~~Boulder Ave~~	~~Valencia Ct~~	~~II~~	~~0.55~~	~~$27,500~~
Greenspot Rd	Santa Paula St	S City Limit	II	2.40	$125,500
Greenspot Rd (Old)	Greenspot Rd (New)	Greenspot Rd (New)	I	0.44	$22,000
~~Highland Ave~~	~~Rockford Ave~~	~~Baseline St~~	~~II~~	~~4.48~~	~~$224,000~~
Highland Ave	Rockford Ave	Church St	II	3.33	$166,500
Pacific St	Del Rosa Dr	Palm Ave	II	2.50	$125,000
Palm Ave*	3rd St	S City Limit	II	0.23	$14,000
~~Palm Ave~~	~~Orchid Dr~~	~~Baseline St~~	~~II~~	~~1.10~~	~~$55,000~~
Palm Ave	Atlantic Ave	Baseline St	II	0.75	$37,500
Santa Ana Canyon Rd	Weaver St	Alta Vista Dr	II	0.67	$33,500
Santa Ana River	Greenspot Rd (New)	Greenspot Rd (Old)	I	0.12	$6,000
Sterling St	Pacific St	5th St	III	1.39	$21,000
~~Tippecanoe Ave~~	~~9th St~~	~~5th St~~	~~II~~	~~0.51~~	~~$25,500~~

BRD1304c1-ss

Tippecanoe Ave	9th St	3rd St	II	0.38	$19,000
Victoria Ave	Highland Ave	5th St	III	1.89	$28,350
~~Weaver St~~	~~Baseline St~~	~~Greenspot Rd~~	~~II~~	~~0.77~~	~~$38,500~~
			Total	28.54	$1,320,850

*Data includes only the portion within the city limits of Highland. Paths need to be extended by other jurisdictions through to Santa Ana River Trail in order to best serve regional users.

Table 5.49

Highland Priority Improvements

Street/Path	From	To	Class	Mileage	Est. Cost
3rd St	Tippecanoe Ave	5th St	II	3.22	$161,000
~~5th St~~	~~Tippecanoe Ave~~	~~Palm Ave~~	~~II~~	~~3.00~~	~~$150,000~~
5th St	Victoria Ave	Palm Ave	II	0.50	$25,000
~~9th St~~	~~Tippecanoe Ave~~	~~Palm Ave~~	~~III~~	~~3.00~~	~~$44,850~~
9th St	Tippecanoe Ave	Palm Ave	II	3.00	$150,000
~~Baseline St~~	~~Weaver St~~	~~Alta Vista Dr~~	~~II~~	~~0.84~~	~~$42,000~~
Baseline St	Del Rosa Dr	Cole Ave	II	2.29	$114,500
~~Boulder Ave~~	~~North side City Creek Trail~~	~~South side City Creek Trail~~	~~II~~	~~0.19~~	~~$27,500~~
Boulder Ave/Orange St*	Greenspot Rd	S City Limit	II	0.67	$33,500
~~Church St~~	~~Highland Ave~~	~~Greenspot Rd~~	~~III~~	~~1.28~~	~~$19,200~~
~~Greenspot Rd~~	~~Boulder Ave~~	~~Valencia Ct~~	~~II~~	~~0.55~~	~~$27,500~~
Greenspot Rd	Santa Paula St	S City Limit	II	2.40	$120,000
Greenspot Rd (Old)	Greenspot Rd (New)	Greenspot Rd (New)	I	0.44	$22,000
~~Highland Ave~~	~~Rockford Ave~~	~~Baseline St~~	~~II~~	~~4.48~~	~~$224,000~~
Highland Ave	Rockford Ave	Church St	II	3.33	$166,500
Palm Ave*	3rd St	S City Limit	II	0.23	$11,500
Palm Ave	Atlantic Ave	Baseline St	II	0.75	$37,500
Santa Ana Canyon Rd	Weaver St	Alta Vista Dr	II	0.67	$33,500
Santa Ana River	Greenspot Rd (New)	Greenspot Rd (Old)	I	0.12	$6,000
~~Weaver St~~	~~Baseline St~~	~~Greenspot Rd~~	~~II~~	~~0.77~~	~~$1~~
			Total	17.62	$881,000

*Data includes only the portion within the city limits of Highland. Paths need to be extended by other jurisdictions through to Santa Ana River Trail in order to best serve regional users.

Text Changes

Population

~~52,495~~ 53,600

BRD1304c1-ss

City Overview
The City of Highland is currently home to ~~53,000~~53,600 residents in an area that is approximately 18 square miles. The City is bordered on the north and east by the San Bernardino Mountains and San Bernardino National Forest and is located adjacent to the Santa Ana River. When Highland incorporated in 1987, the population was 29,500. Since incorporation, Highland's population has grown by ~~67%~~ 82%. The buildout for the City is estimated to be ~~70,000~~75,000 residents—just over 40 percent beyond our current population.

Existing Conditions:
Highland's existing non-motorized bicycle network is composed of the City's two major east-west arterial corridors—Base Line and 5th Street/Greenspot Road—and ~~two~~ four major north-south corridors—Palm Avenue, Boulder Avenue, Weaver Street and Church Street. The City has a total of ~~9.27~~ 16.21 miles of Class II bike lanes throughout the City.

Growth/Past investment in system
Since the San Bernardino County Non-Motorized Transportation Plan was first prepared in 2001, the City of Highland has constructed ~~9.27~~ 16.21 miles of Class II facilities at a rate of ~~1.03~~1.35 miles per year.

Past Investment in Non-Motorized Infrastructure
The improvements included in Table 5.47: above constitute a significant investment into the non-motorized transportation infrastructure of Highland. Based on planning level estimates, the value of the improvements implemented throughout the City is ~~$463,500~~ $810,000.

Proposed Improvements
Future improvements to the non-motorized network for the City of Highland will continue along the major transportation corridors throughout the City. ~~All future improvements focus on development of Class II and Class III facilities.~~ All proposed future improvements are included in Table 5.48 below.

The priority projects for the City of Highland are included in Table ~~5.48~~ 5.49 below. Priority corridors include ~~5th St., Base Line, Boulder Ave., Church St., Greenspot Rd., Highland Ave., Weaver St~~ 3rd Street, 5th Street, 9th Street, Base Line, Boulder Avenue, Greenspot Road, Highland Avenue, Palm Avenue and Santa Ana River Trail Connections at Palm/Alabama Avenue, Boulder/Orange Avenue and Old Greenspot Road.

When complete, the City will have constructed an additional ~~27.97~~ 28.54 miles of ~~Class II and Class III~~ bikeways, providing additional internal connectivity to the residents of Highland and increased connectivity to communities in the East San Bernardino Valley.

End of Trip Facilities
The City of Highland has bike racks dispersed throughout the City, typically at retail centers, schools, parks, public facilities, and multi-unit housing complexes.

Safety and Education Programs

~~The City of Highland does not currently participate in any bicycle safety or education programs.~~ In 2011, City of Highland began to implement a Safe Routes to School Program including bicycle safety and education programs in all eight public elementary schools that serve the residents in Highland.

City of San Bernardino Amendments

Figure 5.38

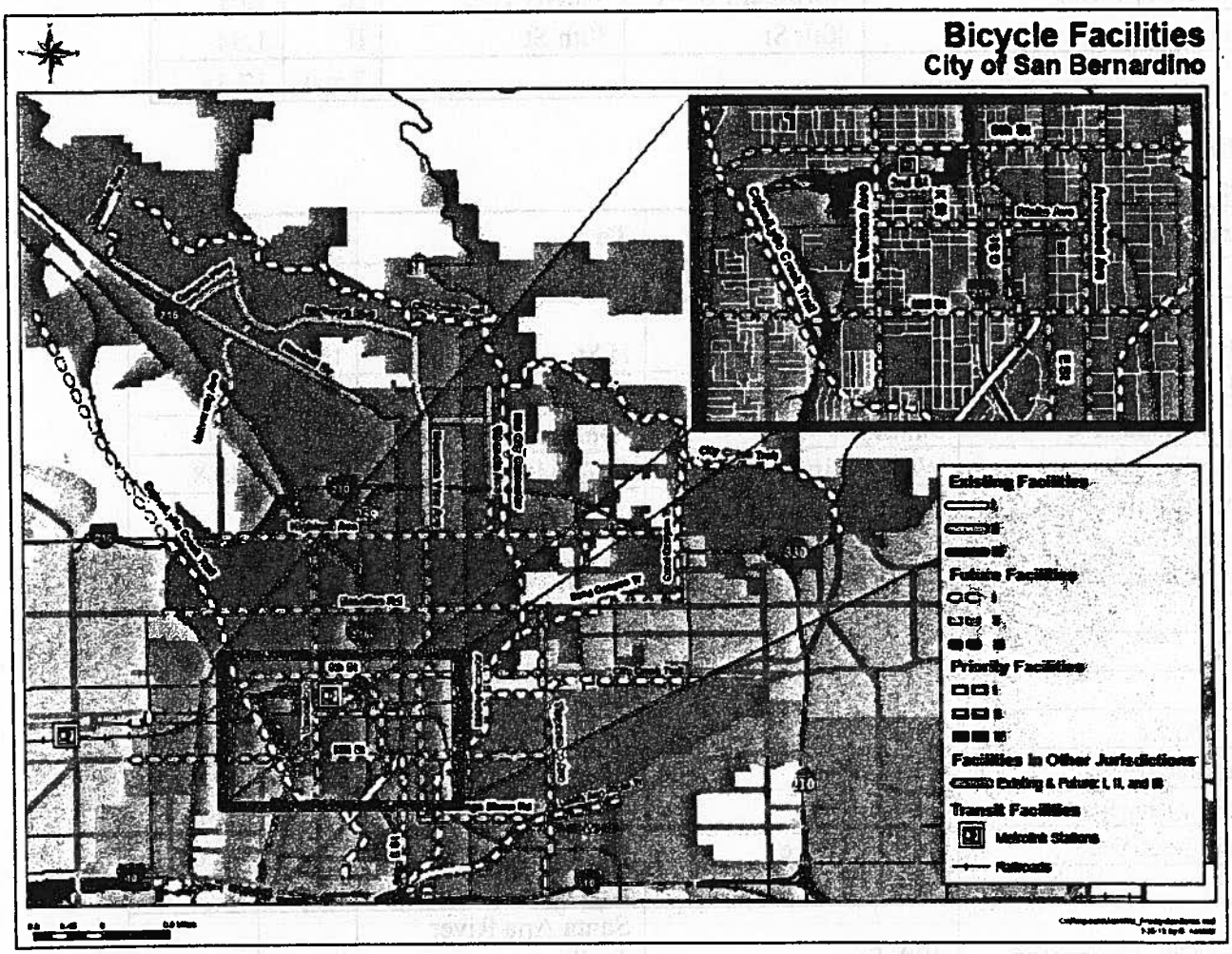


Table 5.85

San Bernardino Existing Conditions

Street/Path	From	To	Class	Mileage
Campus Pkwy	Kendall Dr	Northpark Blvd	II	0.72
Chestnut Ave Bike Path	Ohio Ave	Irvington Ave	I	0.53
Electric Ave	Northpark Blvd	38th St	II	1.08

BRD1304c1-ss

Inland Center Dr Bike Path	S City Limits	Mill St	I	1.07
Kendall Dr	Palm Ave	Shandin Hills Cr	II	3.90
Mountain View Ave	38th St	23rd St	II	3.06
Northpark Blvd	Campus Pkwy	Electric Ave	II	3.00
Parkdale Dr	Sierra Wy	Valencia Ave	II	0.72
Santa Ana River Trail	W. City Limit	Waterman Ave	I	0.95
University Pkwy	Northpark Blvd	Varsity Ave	II	1.01
Valencia Ave	40th St	30th St	II	1.34
			Total	17.38

Table 5.86

San Bernardino Future Improvements

Street/Path	**From**	**To**	**Class**	**Mileage**
3rd St	Mt Vernon Ave	K St	II	0.34
5th St	Cajon/Lytle Creek Trail	H St	II	1.83
5th St	H St	Tippecanoe Ave	II	2.28
Arrowhead Ave	5th St	Orange Show Rd	II	1.97
Baseline Rd	W City Limit	E City Limit	II	4.88
Cajon/Lytle Creek Trail			I	9.24
City Creek Trail	Mid City Connector	Palm Ave	I	19.81
E St	Mill St	Orange Show Rd	II	0.86
E St	Orange Show Rd	Hunts Ln	II	1.33
G St	Rialto Ave	Inland Center Dr	II	0.83
H St/G St	5th St	Rialto Ave	II	0.56
Highland Ave	State St	Rockford Ave	II	6.11
Hospitality Ln	E St	Hunts Ln	II	0.34
Irvington Ave	Chestnut Ave	Palm Ave	II	0.26
K St	3rd St	Rialto Ave	II	0.22
Mid City Connector	40th St	Santa Ana River Trail	I	7.46
Mill St	Eucalyptus	Tippecanoe Ave	II	6.00
Mountain View Ave	23rd St	5th St	II	2.04
Mt Vernon Ave	Highland Ave	Grant St	II	3.59
Orange Show Rd	E St	Tippecanoe Ave	II	1.75
Palm Ave	Little League Dr	Irvington Ave	II	0.28
Pepper Ave	Pacific Electric Trail	Rialto Ave	II	0.13
Rialto Ave	E St	Arrowhead Ave	II	0.26
Rialto Ave	Eucalyptus Ave	Pepper Ave	II	0.25

BRD1304c1-ss

Rialto Ave	G St	E St	II	0.25
Rialto Ave	Mt Vernon Ave	G St	II	0.87
San Bernardino Ave	Tippecanoe Ave	Mt. View Ave	III	0.91
Sand Canyon Trail	Piedmont Dr	Mid City Connecor	I	4.28
Santa Ana River Trail	Waterman Ave	Mountain View Ave	I	2.28
Tippecanoe Ave	Baseline Rd	Mill St	II	2.03
Tippecanoe Ave	Mill St	I-10/S City Limit	II	1.89
University Ave	Varsity Ave	Cajon Blvd	II	0.71
Valencia Ave	30th St	Highland Ave	II	0.65
Waterman Ave	Monterey Ave	4th St	II	0.06
Waterman Ave	Ward St	5th St	II	0.06
			Total	86.61

Text Changes

The City has also constructed a number of Class II improvements, mostly in the northern residential neighborhoods the City. In total, the City contains ~~16.26~~ 17.38 miles of bicycle infrastructure within its limits, ~~1.48~~ 2.55 miles of Class I and 14.78 miles of Class II.

When finished constructing its future bicycle network, the City will have added an additional ~~79.4~~ 86.61 miles of Class I and II facilities, creating a substantial network of Class I bikeways and a supportive Class II bike lane network, with an additional 0.91 miles of Class III bike routes.

City of Upland Amendments

Figure 5.55

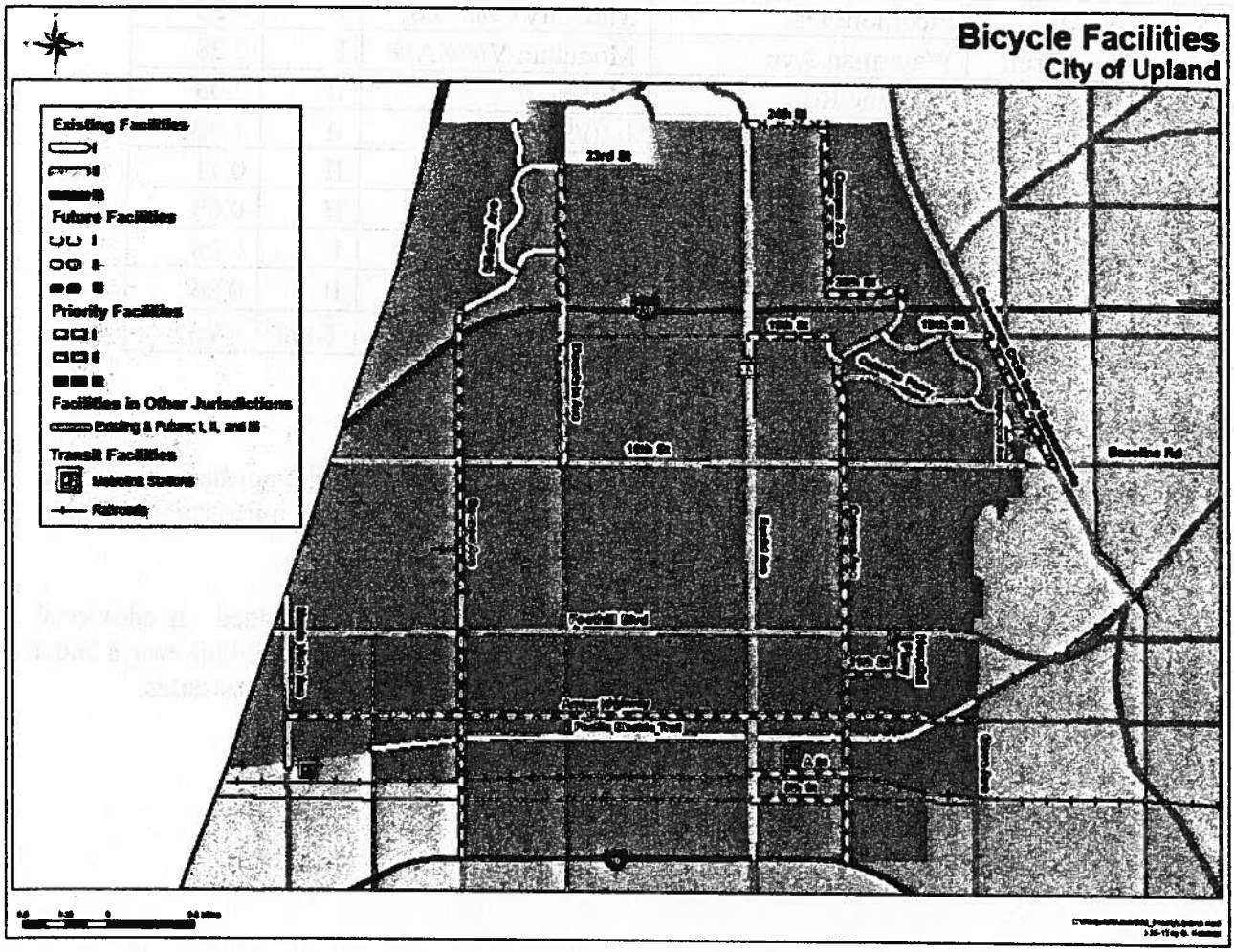


Table 5.100

Upland Existing Conditions

Street/Path	From	To	Class	Mileage
8th St	Euclid Ave	Campus Ave	III	0.54
16th St	SR-210	E City Limit	II	4.03
19th St	850' w/o Campus Ave	Campus Ave	II	0.16
19th St	Campus Ave	Cucamonga Creek	II	0.65
20th St	Campus Ave	Campus Ave	III	0.42
Arrow Highway	Monte Vista Ave	Grove Ave	III	4.00

BRD1304c1-ss

Benson Ave	13th St	Foothill Blvd	II	0.25
Benson Ave	Birkdale Ave	13th St	III	1.68
Benson Ave	Foothill Blvd	I-10	III	1.35
Benson Ave	Mountain Ave	Birkdale Ave	I	0.71
Campus Ave	SR-210	18th St	II	0.60
Campus Ave	18th St	I-10	III	2.88
Campus Ave	20th St	SR-210	III	0.07
Campus Ave	24th St	20th St	III	1.00
Colonies Pkwy	Campus Ave	19th St	II	1.28
Cucamonga Creek	19th St	Baseline Rd	I	0.85
Deakin Ave	24th St	Mildura Ave	I	0.29
Euclid Ave	24th St	I-10	II	8.61
Foothill Blvd	W City Limit	Grove Ave	II	4.08
Hospital Pkwy	Foothill Blvd	11th St	III	0.25
Mildura Ave	Mountain Ave	Benson Ave	I	0.92
Monte Vista Ave	N City Limit	Richton St	II	1.01
Mountain Ave	20th St	19th St	II	0.42
Pacific Electric Trail	W City Limit	E City Limit	I	3.56
Tanglewood Ave	Colonies Pkwy	Golf Club Dr	II	0.34
			Total	39.95

Table 5.101

Upland Future Improvements

Street/Path	From	To	Class	Mileage
8th St	Euclid Ave	Campus Ave	II	0.54
11th St	Campus Ave	Hospitality Pkwy	II	0.26
19th St	Euclid Ave	820' e/of Francis Ave	II	0.48
20th St	Campus Ave	Campus Ave	II	0.42
24th St	Euclid Ave	Campus Ave	II	0.45
A St	Euclid Ave	Campus Ave	II	0.56
Arrow Highway	Monte Vista Ave	Grove Ave	II	4.00
Benson Ave	Birkdale Ave	13th St	II	1.68
Benson Ave	Foothill Blvd	I-10	II	1.34
Campus Ave	24th St	20th St	II	1.00
Campus Ave	20th St	SR-210	II	0.11
Campus Ave	18th St	I-10	II	2.87
Hospital Pkwy	Foothill Blvd	11th St	II	0.25
Hummingbird Ln	Tanglewood Ave	Cucamonga Creek Trail	II	0.18

BRD1304c1-ss

Mountain Ave	21st St	20th St	II	0.75
Mountain Ave	19th St	16th St	II	0.74
Tanglewood Ave	Golf Club Dr/Hummingbird Ln	16th St	II	0.19
			Total	15.82

Table 5.102
Upland Priority Improvements

Street/Path	From	To	Class	Mileage
Cucamonga Creek Safety Enhancements	9th St	Baseline Rd	I	0.84

Text Changes

Existing Conditions:
The growth in the City of Upland's non-motorized system has been spread evenly across Class I, II and III facilities. The City now includes 6.33 miles of Class I, 21.43 miles of Class II and ~~11.65~~ 12.19 miles of Class III facilities for a total of 39.41 miles. Since the last update to the Non-Motorized Transportation Plan, the City has averaged ~~3.94~~ 4.00 miles of new infrastructure per year.

Proposed Improvements
The future improvements identified by the City of Upland will upgrade the existing Class III facilities to Class II standards. When complete, the City will have upgraded a total of ~~11.64~~ 12.19 miles of Class III infrastructure to Class II standards, improving the safety to cyclists and reinforcing their place on the City's arterial system.

The City of Upland has ~~not identified any priority improvements.~~ identified elements of safety enhancement on the Class I Cucamonga Creek Trail. Improvements will be prioritized by the City Council in the future, possibly as part of the City's General Plan update.

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **10**

Date: April 11, 2013

Subject: Caltrans Transportation Planning Grant Application: Creating a Vision and Implementation Strategy for Sustainability in the San Bernardino Metrolink Corridor

Recommendation:* 1. Authorize staff to pursue a grant application for Caltrans Statewide or Urban Transit Planning funds in an amount not-to-exceed $300,000 for an integrated regional rail/land use vision and implementation strategy for the San Bernardino Metrolink corridor.

2. Authorize a commitment of $100,000 in Measure I 1990-2010 Transportation Management and Environmental Enhancement (TMEE) funds to use as a match for the grant, should SANBAG be successful in receiving the grant funds.

Background: The Metrolink commuter rail system currently consists of 512 line-miles and 55 stations. The San Bernardino Metrolink Line is the busiest on the system, carrying approximately 13,000 passengers a day on 42 trains, including two express trains. In San Bernardino County, the line includes six (6) stations: Montclair, Upland, Rancho Cucamonga, Fontana, Rialto, and San Bernardino.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1304d-ss

Metrolink in general, and the San Bernardino Line in particular, are underutilized assets. Even though it is the busiest line on the system, almost 90% of Metrolink riders on the San Bernardino line access the system by car. Only about 6% walk or bike to the station, suggesting that land use around the stations is neither proximate enough nor of sufficient density to generate substantial ridership from around the station areas at the origin end of the trip. Although almost 80% of inbound riders use non-auto-modes for egress, this statistic is dominated by egress at Union Station in Los Angeles.

The objective of this project is to facilitate the implementation of the SCAG 2012 Regional Transportation Plan (RTP)/Sustainability Communities Strategy (SCS) through the creation of an integrated regional rail/land use vision for the San Bernardino Metrolink Line. The project will determine what is needed to enhance the current LA-focused Metrolink commuter rail service to the point where it can become a robust regional rail system that provides more frequent all-day, bi-directional service in the San Bernardino Valley. This will enable jurisdictions and property owners with transit station areas along the corridor to make investments in transit-supportive land uses that will, in turn, grow Metrolink ridership in the corridor and reduce auto travel. To the extent possible, this can then be extended into the San Gabriel Valley. Train frequencies on the San Bernardino Line are excellent for a commuter rail line, averaging one (1) train every 20 minutes in the peak period and one per hour in the off-peak. This makes the San Bernardino Line a very good regional laboratory, as well as local opportunity, to upgrade commuter rail to regional rail, supported by sustainable, transit-oriented communities. There are several reasons why this is a timely effort:

- SANBAG has identified six (6) segments of the San Bernardino Line for double tracking, enabling increased train frequencies. Near-term improvement of several of these sections may be possible using State High Speed Rail funding.

- Metrolink is being extended to downtown San Bernardino within the next year, providing a significant additional destination for eastbound commute trips.

- Redlands Rail, a 9-mile passenger rail line between downtown San Bernardino and Redlands, is being developed and could be operational by 2018. Taken together with Metrolink, this will create 32 miles of a regional rail system just in San Bernardino County.

- SANBAG is partnering with Los Angeles County Metropolitan Transportation Authority on a demonstration project that focuses on

operational improvements along the entire San Bernardino Line to increase train frequency and reliability, reduce train travel times and improve safety. The study will identify operational constraints along the line and recommend infrastructure alternatives to optimize performance. This activity will be key to defining the ultimate vision for the corridor.

- The entire regional rail network in Southern California is growing, providing more connectivity for any individuals able to use Metrolink.

- The Southern California Regional Rail Authority (SCRRA) is making investments in clean locomotives in the next several years to dramatically reduce emissions. These will be the clean "Tier 4" locomotives, with a goal to replace the current locomotives starting in 2015. This will reduce emissions by 90% compared to the existing locomotives.

- SANBAG is studying improved transit connections from Metrolink to Ontario International Airport (ONT). Increasing Metrolink frequencies and improving bi-directional service will increase the potential for Metrolink to Ontario International Airport service.

- Land use studies and specific plans have been prepared for several of the station areas on the San Bernardino Line, but these have never been pursued as part of corridor-long land use and development initiative together with rail service improvements. The corridor-wide land use vision will be part of the overall corridor vision.

- SANBAG recently completed the study "Improvement to Transit Access for Cyclists and Pedestrians" as part of a Caltrans Transportation Planning Grant awarded for Fiscal Year 2011-2012. The access improvements focus on Metrolink station areas.

- SANBAG together with Riverside County Transportation Commission and Los Angeles Metro completed the report "Healthy Communities and Healthy Economies – A Toolkit for Goods Movement." Although the study was focused on mitigating the impacts of goods movement, it contains strategies applicable to a commuter rail line and commuter rail stations as well.

To provide greater identity for this corridor, staff is suggesting that the phrase "The ARRIVE Corridor" be used as the corridor designation for purposes of the grant application. The acronym ARRIVE stands for "Advanced Regional Rail Integrated Vision – East." This term is suggested because it captures the thrust of this initiative, that this rail service will not just send more commuters westward to

Los Angeles, but will ultimately support a series of in-County destinations in their own right. One of the objectives is to increase the number of passengers "arriving" via rail in the County to work, shop, recreate, and do business. The vision is to increase the number of passengers bound for destinations within the County. The number of potential destinations in the ARRIVE corridor abound: Montclair Plaza and surrounding areas covered by the North Montclair Specific Plan; downtowns in Upland, Fontana, Rialto, San Bernardino, and Redlands; Ontario International Airport and the Rancho Cucamonga Civic Center complex; the Loma Linda medical complex; the University of Redlands; and ESRI, to name a few. We should seek to build upon and expand access to these and other destinations.

At the same time, it is important not to underestimate the challenges inherent in making stations along the Metrolink line and Redlands Rail more of a destination. There is a lengthy list of barriers that will need to be overcome. In general, commuter rail stations have not been viewed to be livable places, with the noise and air quality effects around the stations and generally infrequent train service. Line capacity needs to be improved, land around station areas tends to be highly parcelized, seed funding for redevelopment is limited, destinations are beyond easy walking distance from the station, etc. Initiatives in the ARRIVE Corridor have the potential for changing that dynamic, through increased train frequencies, cleaner engines, greater use of quiet zones in certain sections, and creation of more walkable, transit-oriented communities. This effort will address each of those barriers and formulate a strategy to deal with them. In so doing, it will provide a model for other suburban commuter rail corridors in the region.

This project will engage a broad cross-section of transportation, urban planning, economic, environmental, and other stakeholders to map out a future vision for the corridor and define the necessary steps for its implementation. This will include the types of investments that will be needed as well as the mechanisms that may need to be put in place to get there. The relationship between the San Bernardino County portion of the Metrolink line to the San Gabriel Valley portion will also be addressed.

Implementation of such a vision faces many challenges, but this project intends to build on the success of the San Bernardino Line by thinking in terms of not just individual stations or individual line segments, but thinking in terms of a complete system that can move the San Bernardino Valley, and the region as a whole, toward a more sustainable future.

The project will determine what is needed to enhance the current LA-focused Metrolink commuter rail service to the point where it can become a robust regional rail system that provides more frequent all-day, bi-directional service in

the San Bernardino Valley. This will enable jurisdictions and property owners within transit station areas along the corridor to make investments in transit-supportive land uses that will, in turn, grow Metrolink ridership in the corridor and reduce auto travel. Although planning work will occur at individual stations, the emphasis is on viewing the entire line as an integrated system, thereby increasing its potential for delivering mobility and increasing economic development potential throughout the corridor.

Out of the six (6) Metrolink stations (Montclair, Upland, Rancho Cucamonga, Fontana, Rialto, and San Bernardino), Montclair, Fontana, and Rialto already have Transit Oriented Development analysis and concept plans completed. The grant proposal will both focus on Transit Oriented Development opportunities for the remaining three stations as well as update those plans, if needed, for the Montclair, Fontana and Rialto stations. More importantly, the project will examine the entire corridor with respect to investments that would be needed in transportation and economic development for it to operate as an integrated system.

The grant application proposes the use of the Advisory Services Program from the Urban Land Institute (ULI), which will bring in regional and national expertise to advise SANBAG and local jurisdictions on strategies that could be employed to foster corridor development.

The request is for a $300,000 grant under the Federal Transit Administration 5304 Statewide or Urban Transit Planning Grant program. SANBAG is proposing a match totaling $150,000, consisting of $100,000 of Measure I 1990-2010 Valley TMEE funds plus $50,000 in SANBAG and local jurisdition staff resources. This will yield a total project value of $450,000. The expected project schedule is approximately 18 months.

Financial Impact: This item is consistent with the current adopted Fiscal Year 2012-2013 budget, Task No. 0404 Subregional Transportation Planning. Funding of $100,000 of Measure I 1990-2010 Valley TMEE funds is being included in the Fiscal Year 2013-2014 budget, in the event the grant award is received.

Reviewed By: This item was reviewed and unanimously recommended for authorization at the Commuter Rail Transit Committee on March 14, 2013.

Responsible Staff: Steve Smith, Director of Planning

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 11

Date: April 11, 2013

Subject: Legislative Update

Recommendation:* 1. Adopt the following positions on State Legislation:
   a. Support in Concept AB 14 (Lowenthal, D-Long Beach)
   b. Work with Author AB 749 (Gorell, R-Camarillo)
   c. Work with Author SB 731 (Steinberg, D-Sacramento)
2. Adopt proposed principles on Cap and Trade revenue distribution as identified in the background of this agenda item
3. Receive Federal update

Background: State Legislation

The deadline for bills to be introduced in Sacramento was February 22, 2013. Approximately 2,200 bills were introduced, with 1,454 of those introduced in the final week prior to the deadline. Staff has reviewed the introduced bills and has identified the following bills for the Board's consideration at this time.

AB 14 (Lowenthal, D-Long Beach) State Freight Plan
Recommend: Support in Concept
AB 14 would require BT&H to prepare a comprehensive state freight plan as part of the implementation of the federal transportation reauthorization bill, Moving

*

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD1304a-wvs
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1304/AgendaItems/BRD1304a1-wvs.docx
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1304/AgendaItems/BRD1304a2-wvs.docx
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1304/AgendaItems/BRD1304a3-wvs.docx

Ahead for Progress in the 21st Century (MAP-21) freight provisions. This bill would also establish a freight advisory committee comprised of various private and public sector stakeholders to advise BT&H on freight issues, project priorities, and funding needs for the freight plan. The initial state freight plan would be submitted to the Legislature, the Governor, and specified state agencies by December 31, 2014, and updated every five years thereafter.

Staff's recommendation is consistent with SANBAG's 2013-2014 adopted State Legislative Platform under the provision, "Support legislation that reduces freight-related impacts to San Bernardino County, including disparate impacts to disadvantaged communities." A more detailed analysis of this bill is included as Attachment #1.

AB 749 (Gorell, R-Camarillo)
Recommend: Work with Author
AB 749 proposes to modify the current membership and appointment process of the Public Infrastructure Advisory Commission (PIAC), requires PIAC to establish best practices for public-private partnerships, modifies the approval process for future projects, and extends current authority through January 1, 2019.

Staff recommends that the Board of Directors adopt a "Work with Author" position on AB 749 and pursue the following amendments in order to address potential concerns with the current language:

1. Extend the project authority to January 1, 2021.
2. Align PIAC's authority to the Legislature's authority as a commenting party rather than a project approval entity.
3. Modify the criteria proposed for approval to instead guide PIAC's comments on the project and include provisions which more explicitly allow publicly operated facilities.

Staff's recommendation is consistent with SANBAG's 2013-2014 adopted State Legislative Platform under the provision, "Support measures that expand the use of design-build and P3s" and "Support the consideration of P3s in the development of transportation improvements." A more detailed analysis of this bill is included as Attachment #2.

SB 731 (Steinberg, D-Sacramento) Environment: California Environmental Quality Act and sustainable communities strategy
Recommend: Work with Author
SB 731 is a "spot bill" which mostly contains intent language for the eventual enactment of any proposed California Environmental Quality Act (CEQA) reform efforts anticipated to move forward in the 2013-2014 legislative session. The

intent language covers a variety of potential initiatives currently under discussion, although it is still unclear what form the eventual agreement will take. The CEQA Working Group is a key stakeholder in the negotiations representing the transportation and business communities and SANBAG is engaged in these conversations.

Staff's recommendation is consistent with SANBAG's 2013-2014 adopted State Legislative Platform under the provision, "Support legislation and/or administrative reforms to enhance Caltrans project delivery." A more detailed analysis of this bill is included as Attachment #3.

Most of the bills introduced to-date are currently in "spot bill" form without much content and will see significant amendments before policy hearings begin in March and extend through April. Staff will also be monitoring several bills as they move through policy hearings.

Other Bills of Interest

A number of bills have also been introduced this legislative session related to the expanded use of high occupancy vehicle (HOV) lanes by alternative fuel vehicles and during non-peak hours. The 2009 Caltrans HOV/Express Lane Business Plan found that nearly 50 percent of the HOV lanes in the state experience periods of degradation in the peak hour according to the federal definition – meaning that average speeds of 45 mph speed or lower have been measured more than 10 percent of the time. Legislation that proposes to add vehicles to the HOV lanes could further exacerbate this growing issue, and as such, staff will be closely monitoring these bills for impacts to our region's ability to manage congestion.

AB 266 (Blumenfield, D-San Fernando Valley) Vehicles: high-occupancy vehicle lanes - Existing law authorizes the Caltrans to designate certain low-emission, hybrid, or alternative fuel vehicles to use HOV lanes until January 1, 2015. AB 266 would extend the operation of those provisions to January 1, 2025.

SB 286 (Yee) Vehicles: high-occupancy vehicle lanes - Existing law authorizes the Caltrans to designate certain low-emission, hybrid, or alternative fuel vehicles to use HOV lanes until January 1, 2015. SB 286 would extend the operation of those provisions to January 1, 2018.

AB 405 (Gatto, D-Burbank) Highways: high-occupancy vehicle lanes: State Highway Route 134 - AB 405 prohibits any HOV lane facility from moving forward on State Route (SR) 134 between SR 170 and Interstate 5 unless the facility is only operated as an HOV during peak hours. During non-peak hours, the lane is to be open for general use. This pilot program is proposed through June 1, 2014.

Another key issue in the 2013-2014 legislative session is how the Legislature intends to help local agencies move forward under a new structure in the "post-redevelopment" landscape. Key amongst these proposals are two bills proposed by the League of California Cities and Senate President pro Tem Darrell Steinberg. These bills are summarized below and a number of other related bills are included in the attached bill matrix.

AB 1080 (Alejo, D-Salinas) – AB 1080 is sponsored by the League of California Cities and authorizes the development of a Community Revitalization and Investment Area and subsequent adoption of a Community Revitalization Plan in disadvantaged communities. This bill would also include the authority for receiving tax increment funds to implement the plan.

SB 1 (Steinberg, D-Sacramento) – SB 1 would authorize specific entities within a Sustainable Communities Investment Area, as defined, to form a Sustainable Communities Investment Authority and adopt a plan for the area. The bill also authorizes the Authority to receive tax increment funds under specified conditions. SB 1 also contains a number of other provisions related to the requirements and operations of entities authorized under this bill.

Cap and Trade

On February 19th, the State held the second of three scheduled auctions for carbon-emissions allowances from the Cap and Trade program in Fiscal Year (FY) 2012/2013. The first, held November 14, 2012, generated approximately $290 million, with 2013 allowances being auctioned for $10.09/allowance. An allowance is equivalent to 1 metric ton of CO_2. The majority of revenues from the November auction were allocated to independently operated utilities to be credited to consumers, resulting in only $55.8 million allocated to the state. The February auction generated approximately $223 million, with 2013 allowances sold for $13.62/allowance. It is not yet known how these funds will be allocated. A third auction is scheduled to be held on May 16, 2013.

In the Governor's FY 2013/2014 January Budget Proposal, the Administration projected that the state would realize $200 million in FY 2012/2013 and $400 million in FY 2013/2014 from this program.

As revenue proceeds begin to materialize, the State is now in the process of developing an investment plan. AB 1532 (Chapter 807, Statutes of 2012) requires the Department of Finance to develop a three-year investment plan for auction proceeds. This plan is scheduled to be released in conjunction with the FY 2013/2014 May Revise. In addition, SB 535 (Chapter 830, Statutes of 2012) further requires that at least 10 percent of the revenues be allocated to disadvantaged communities.

In order to inform this plan, the California Air Resources Board is holding a series of public workshops around the state to receive stakeholder input. SANBAG participated in the February 27, 2013 workshop in Los Angeles. A number of local transportation agencies were in attendance, particularly to support a request by the Secretary of the Business Transportation & Housing Agency (BT&H) to demonstrate a strong transportation presence since the program is set to expand to transportation fuels in 2015.

In order to further guide SANBAG's participation in this ongoing discussion, staff proposes the adoption of the following principles. These principles largely mirror the principles of the Transportation Coalition for Livable Communities (Coalition), with slight modifications noted in italics and underlined below to reflect the priorities of the SANBAG Board of Directors.

The Coalition membership includes the California Alliance for Jobs, California Transit Association, Transportation California, California State Association of Counties, League of California Cities, Self Help Counties Coalition and a variety of local agencies including the Southern California Association of Governments and the Metropolitan Transportation Commission. Other Southern California transportation agencies are also on track to adopt principles over the coming months.

- Auction revenue from fuels should implement the AB 32 regulatory program and Sustainable Communities Strategies as required under SB 375 to reduce greenhouse gas (GHG) emissions from transportation.
- Favor cost-effective and integrated transportation and land use strategies.
- Project funding determinations should be done primarily at regional level reflecting each region's transportation funding structures under statewide criteria for evaluating GHG impacts. Criteria for project selection should be uniform statewide and developed by the State of California. Regions shall administer competitive funding processes and select projects based on these criteria.
- Allow flexibility at the regional and local level to develop most cost effective projects.
- Assist local governments in meeting regional GHG reduction goals.
- Create a performance-based approach to maximize regional flexibility with improved modeling and verification systems to ensure effective results.
- Promote innovation, collaboration, economic development and rural sustainability.
- Support co-benefits such as air quality, public health, resource protection, equity, affordable housing, agriculture, and safety.

Federal Update

In February, President Obama announced his infrastructure investment proposal in his State of the Union address. His proposal has three major themes to it. The first element of the plan is a "Fix it First" policy that calls for investing $50 billion in transportation infrastructure, with $40 billion directed to work on the highways, bridges, transit systems and airports most in need of repair.

The second part of the plan would draw on private investment from across the nation and around the world for federal, state, and local projects. It revives the President's call for creation of a National Infrastructure Bank, which could bring public and private financing together to advance projects. The proposal also calls for the issuance of new America Fast Forward bonds that build on the Build America Bonds program from the American Recovery and Reinvestment Act of 2009, which helped support more than $181 billion in infrastructure projects.

The third portion of the plan would work to eliminate red tape in permitting and review timelines for infrastructure projects, achieving a potential time savings of 50 percent.

SANBAG's Advocacy team traveled to Washington D.C. in early March and met with San Bernardino County's Delegation and other Members, key Administration Officials, and transportation committee staff to advocate for goods movement, reauthorization of the next transportation bill, project streamlining, and expansion of innovative project delivery mechanisms.

Financial Impact: This item has no impact to the FY 2012/2013 SANBAG Budget.

Reviewed By: This item was presented at the General Policy Committee on March 13, 2013.

Responsible Staff: Wendy Strack, Director of Legislative Affairs

Governments SANBAG Working Together Bill Analysis

Bill Number: AB 14	Author: Lowenthal (D-Long Beach)
Title: State Freight Plan	

Summary

As part of the state's implementation effort for Moving Ahead for Progress in the 21st Century (MAP-21), AB 14 would require the Business, Transportation & Housing Agency (BT&H) to prepare a comprehensive state freight plan. This plan would cover the immediate and long-range planning and capital investment activities surrounding the movement of freight in California. The initial state freight plan would be submitted to the Legislature, the Governor, and specified state agencies by December 31, 2014, and updated every five years thereafter.

This bill would also require BT&H to establish a freight advisory committee with private and public sector participation from port and shipping stakeholders, the California Transportation Commission, the Department of Transportation, the Public Utilities Commission, the State Lands Commission, the State Air Resources Board, regional and local agencies, as well as environmental, safety, and community organizations. The committee would then be required to advise BT&H on freight issues, project priorities, and funding needs for the freight plan.

Impact on SANBAG

The SANBAG region serves as the primary gateway for the nation's goods movement system. 47 percent of the nation's imports come through the Ports of Long Beach and Los Angeles, with 80 percent of that funneling through San Bernardino County. Although the Ports are a significant component of the overall system, Goods Movement does not begin and end there. Goods movement corridors beyond the port complexes are suffering due to lack of investment, leading to disproportionate and significant impacts on both local communities and the nation.

The state's freight plan will inform the development of the primary freight network and the freight strategic plan at the national level as MAP-21 is further implemented. It is critical that SANBAG ensure that the needs of the entire corridor and our region are reflected in this plan.

Recommendation: Support in Concept

Staff recommends that the Board of Directors adopt a support in concept position on AB 14 in order to allow SANBAG to participate in discussions surrounding this bill as it moves forward through the process. This recommendation is consistent with SANBAG's 2013-2014 adopted State Legislative Platform under the provision, "Support legislation that reduces freight-related impacts to San Bernardino County, including disparate impacts to disadvantaged communities."

Bill History
Introduced: December 3, 2012
Current Disposition: Assembly Transportation Committee
Committee Hearing: April 8, 2013

BRD1304a1-wvs

Governments SANBAG Working Together Bill Analysis

Bill Number: AB 749	Author: Gorell (R-Camarillo)
Title: Public-private partnerships	

Summary

SB 2x 4 (Chapter 2, Statutes of 2009, Second Extraordinary Session) established authority for the California Department of Transportation (Caltrans) and regional transportation agencies to develop an unlimited number of public-private partnership (P3) projects through January 1, 2017. SB 2x 4 also established the Public Infrastructure Advisory Commission (PIAC) as an entity under the Business Transportation & Housing Agency (BT&H) designed to assist the state and local agencies with project development and best practices. Under current law, the California Transportation Commission (CTC) is designated as the entity to select projects, prior to the development of a final lease agreement, that are consistent with the provisions of SB 2x 4. The final lease agreement itself is not subject to CTC approval. The proposed final lease agreements are then required to be submitted to the Legislature and the PIAC for review and comment at least 60 days prior to executing the agreement. The state or local agency is also required to hold a public hearing during this time period and receive public comment.

The CTC adopted guidelines in October 2009 for project selection and approval. The scope of the approval is limited to: the project's scope and consistency with the requirements of SB 2x 4; the financial plan and allocation of risk; a determination of the project's useful life; and the criteria proposed for the "best value" evaluation of the project.

Under current authority, the Presidio Parkway project in San Francisco is the only project that has been approved to-date.

AB 749 (Gorell, R-Camarillo) proposes to modify the current membership and appointment process of PIAC, requires PIAC to establish best practices for P3s, modifies the approval process for future projects, and extends current authority through January 1, 2019.

Specifically with respect to the organization of PIAC, AB 749 deletes the previous structure under BT&H and creates a more formal body with five members appointed by the Governor, three by the Senate Committee on Rules, and two by the Assembly Speaker. In addition, the Treasurer and the State's General Services Director would serve on PIAC. The terms would be four years in length, beginning on January 1, 2014.

In addition to other minor changes to PIAC's charges, AB 749 contains a provision requiring that when the final lease agreement is submitted to the Legislature and PIAC for the 60 day review period, PIAC is charged with making a binding determination that the project is a suitable P3. In order to receive this determination, the project must meet all of the following criteria:

1. The project is technically complex.
2. The project transfers risk from a public agency to a private partner.
3. The project can benefit from nonstate financing.
4. The project has a revenue source.

Impact on SANBAG

The reconstitution of PIAC and the provision requiring a binding determination not only introduces additional hurdles and potential delays for projects, but the new approval process could also deter potential bidders from engaging in negotiations or bidding on projects altogether. Lastly, the criteria currently present for this finding seems to potentially preclude public facilities from moving forward which were previously allowed under SB 2x 4.

The extension of authority through 2019 is a positive step towards developing a longer term approach to streamlining project delivery through expanded authority for alternative project delivery methods. However, should the SANBAG Board of Directors decide to pursue P3's for the I-10 and I-15 corridors, this timeline is not sufficient for that purpose.

Recommendation: Work with Author

Staff recommends that the Board of Directors adopt a "Work with Author" position on AB 749 and pursue the following amendments in order to address the concerns noted above:

1. Extend the project authority to January 1, 2021.
2. Align PIAC's authority to the Legislature's authority as a commenting party rather than a project approval entity.
3. Modify the criteria proposed for approval to instead guide PIAC's comments on the project and include provisions which more explicitly allow publicly operated facilities.

Staff's recommendation is consistent with SANBAG's 2013-2014 adopted State Legislative Platform under the provision, "Support measures that expand the use of design-build and P3s" and "Support the consideration of P3s in the development of transportation improvements."

Bill History
Introduced: February 21, 2013
Current Disposition: Assembly Transportation Committee
Committee Hearing: April 15, 2013

BRD1304a2-wvs

Governments SANBAG Working Together Bill Analysis

Bill Number: SB 731	Author: Steinberg (D-Sacramento)
Title: Environment: California Environmental Quality Act and sustainable communities strategy	

Summary

SB 731 is a "spot bill" which mostly contains intent language for the eventual enactment of any proposed California Environmental Quality Act (CEQA) reform efforts anticipated to move forward in the 2013-2014 legislative session. The intent language covers a variety of potential initiatives currently under discussion, although it is still unclear what form the eventual agreement will take.

The CEQA Working Group is a key stakeholder in the negotiations representing the transportation and business communities and SANBAG is engaged in these conversations with the coalition and with other regional and statewide organizations. The Coalition has focused on advancing a number of CEQA reforms which retain the critical environmental and safety protections of the law, but curb CEQA abuses for other purposes. The Coalition also has a top priority to seek reforms that streamline review and approval processes in order to deliver transportation projects to commuters quickly and efficiently.

Impact on SANBAG

As the transportation authority for San Bernardino County, SANBAG is responsible for the development of an effective multi-modal transportation system and the delivery of our sales tax measure for transportation – Measure I. As part of this responsibility, an effective CEQA review process is critical to our mission and potential reforms could heavily impact SANBAG's operations and programs going forward. To the extent reforms can help achieve efficiencies in the process, SANBAG should support these initiatives and ensure that they provide the best possible outcome for affected stakeholders.

Recommendation: Support in Concept

Staff recommends that the Board of Directors adopt a "Support in Concept" position on SB 731 in order to allow SANBAG to participate in discussions surrounding this bill as it moves forward through the process. This recommendation is consistent with SANBAG's 2013-2014 adopted State Legislative Platform under the provision, "Support legislation and/or administrative reforms to enhance Caltrans project delivery."

Bill History
Introduced: February 22, 2013
Current Disposition: Senate Rules Committee
Actions to Date: N/A

BRD1304a3-wvs

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 12

Date: April 11, 2013

Subject: Legislative Briefing

Recommendation:* 1. Adopt the proposed principles on CEQA Modernization
2. Receive Legislative Bill Matrix and adopt the following positions on State Legislation:
   a. Oppose Unless Amended AB 863 (Torres, D-Chino)
   b. Work with Author AB 1290 (Pérez, D-Los Angeles)
3. Receive Federal Update

Background: State Update

The California Environmental Quality Act (CEQA) was enacted in 1970 following the passage of the National Environmental Policy Act (NEPA) the prior year. As originally drafted, a bill that was only three pages in length was followed by decades of legislative and regulatory actions, litigation, and the passage of increasingly stringent environmental policies designed to advance the broad goals of the preservation of critical environment, historical and cultural resources, as well as enhanced public participation and transparency in the process.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

BRD1304b-wvs

http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1304/AgendaItems/BRD1304b1-wvs.pdf
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1304/AgendaItems/BRD1304b2-wvs.docx
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1304/AgendaItems/BRD1304b3-wvs.docx
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1304/AgendaItems/BRD1304b4-wvs.docx

As many as 120 laws have been passed since CEQA was initially contemplated, including the Clean Air Act, the Clean Water Act, AB 32, and SB 375. Yet a comprehensive review of the current CEQA process has yet to occur or result in significant modifications to the current process. As a result, the CEQA process is open to abuse by project opponents that frequently use the confusing layers and conflicting directives to slow and derail projects for reasons completely unrelated to goals of CEQA.

This is not to say that CEQA does not also achieve its goals by requiring a thorough and comprehensive examination of projects and related impacts. In fact, the achievements of CEQA were significant considerations in the federal government's willingness to engage in a partnership with California to delegate NEPA approvals to the state.

In an era of project streamlining and reform, as well as an emphasis on job creation and economic stimulus, the federal government has embraced streamlining initiatives through "Every Day Counts" and Moving Ahead for Progress in the 21st Century (MAP-21) reforms. The state has also acknowledged the benefits of improved project delivery timeframes through the limited use of CEQA exemptions and approval of alternative project delivery authorities. However, broader CEQA reform has remained elusive.

Beginning late last year, former Senator Michael Rubio (D-Shafter) and Senate President pro Tem Steinberg (D-Sacramento) held a series of conversations with the stated goal of advancing the reform/modernization of CEQA. With Senator Rubio's departure, there are some questions about the momentum of any potential reforms, which makes coalition building even more significant if any outcomes are to be realized.

In addition, this legislative session has seen the introduction of at least 29 bills related to CEQA, each having varying impacts or benefits and many of which still lack sufficient content to properly evaluate the bill. As has been noted in prior meetings, SB 731 (Steinberg) is anticipated to be one of the key negotiating vehicles in this legislative session. The constantly changing dynamics of the CEQA debate at the state level has made individual bill positions difficult.

There are two major groups forming to bring this discussion to the forefront, the "CEQA Working Group" and "CEQA Works." The CEQA Working Group is comprised of business and community organizations seeking to "modernize" CEQA to reflect the multitude of subsequent environmental laws and to reduce the potential for misuse and abuse. "CEQA Works" was alternatively formed as a counter-effort by mainly environmental groups to demonstrate CEQA's benefits.

After extensive consultation with the CEQA Working Group, this coalition seems to best represent the direction SANBAG would like to see reforms develop and allows discussion to happen on a broader level without being tied to one bill. As the key negotiator for CEQA modernization, SANBAG's inclusion in this organization would help ensure a seat at the table to develop strategy and outreach as these complex negotiations unfold. There is no cost to joining this organization.

A copy of the CEQA Working Group's "Proposed Principles for CEQA Modernization" is included as Attachment #1 and staff recommends that SANBAG adopt these principles and move forward with membership in the working group. The current membership of the organization is also included. Staff's recommendation is consistent with the adopted 2013 State Legislative Platform, "SANBAG will advocate for reforms to ensure projects are delivered faster with more coordination."

State Legislation

AB 863 (Torres, D-Chino) allows NEPA responsibilities for railroad, public transportation and multimodal projects to be assumed by the California Department of Transportation (Caltrans), similar to authority previously approved for highway projects. As Caltrans does not currently have the staff, expertise, or resources to take on this additional oversight responsibility, placing this responsibility on the agency could result in project delays.

Staff recommends that the Board of Directors adopt an "OPPOSE UNLESS AMENDED" position in order to allow SANBAG to work with the author on proposed amendments to ensure the bill does not negatively impact project delivery timeframes. Specifically, SANBAG would request that the author amend the bill to specially apply to the Gold Line Extension to the City of Montclair or to amend the bill to allow delegation to local agencies.

This recommendation is consistent with SANBAG's 2013-2014 adopted State Legislative Platform under the provision "SANBAG will work to ensure that existing innovative project delivery tools are available and effective" and "SANBAG will advocate for reforms to ensure projects are delivered faster with more coordination". A more detailed analysis of this bill is included as Attachment #3.

AB 1290 (Pérez, D-Los Angeles) has been introduced by the Speaker of the Assembly and proposes a number of changes both to the membership of the California Transportation Commission (CTC) and the responsibilities related to the implementation of Sustainable Communities Strategies (SCS) which fall under its purview. The expansion of the membership and role of the CTC, as well

as the imposition of additional and duplicative reporting and state mandated activities, could present potential issues with slowing project delivery and reducing the responsiveness of the CTC.

Preliminary conversations with the author's office indicate that there is a significant willingness to work with local agencies in order to further develop a proposal that increases the communication and coordination of the SCS implementation effort while not creating a system that inhibits project delivery. Staff recommends that SANBAG engage in these conversations in order to ensure that the bill reflects the SANBAG's 2013-2014 adopted State Legislative Platform provision, "SANBAG will advocate for reforms to ensure projects are delivered faster with more coordination."

Staff recommends a WORK WITH AUTHOR position. A more detailed analysis of this bill is included as Attachment #4.

Federal Update

In March, Congress voted to approve a Continuing Resolution (CR) that will continue funding for federal agencies through September 30th. The House approved the CR on March 21st by a 318-109 vote, a day after Senate passed it 73-26. President Obama is expected to sign the measure.

The measure appropriates funds to federal government agencies through the remainder of the current federal Fiscal Year (FFY) 2013. Had the previous CR been allowed to expire March 27th, the government would have shut down. The approved resolution fully funds MAP-21 programs, incorporating a number of adjustments to the original House version, such as fully funding MAP-21 Federal Transit Authority (FTA) Formula and Bus programs at $8.5 billion. It also provides $4 million to fund the new FTA transit safety program established under MAP-21 and includes technical corrections to the appropriations language for transit research and the New Starts program.

The CR does not alter the sequestration process, so, despite the restoration of MAP-21 Formula and Bus funding, those programs funded from the General Fund, including New Starts, FTA Research, FTA Administration, Hurricane Sandy Emergency Relief, and Amtrak, will still face cuts in funding of approximately 5 percent from the agreed-on FFY 2013 levels. Sequestration cuts to the New Starts program will potentially affect even those projects with Full Funding Grant Agreements. SANBAG does not expect to see a loss of funding to current or near-term projects in our region as these projects have either already received funding from the impacted programs or are funded out of the Highway Trust Fund (HTF), which is not impacted by the sequester. However, the sequester will limit available funding for New Starts programs in the future. In

addition, any personnel reductions that may result from the sequester could delay federal project approvals going forward.

Also in March, the House ended debate on the House Budget Resolution. The non-binding resolution passed the House by a vote of 221-207, largely on party lines. The House Budget aims to balance the federal budget within a 10-year window, by FFY 2023. The House Budget assumes no General Fund transfers to the HTF in future fiscal years and restricts future transportation investments to tax receipts dedicated to the HTF, which would drastically reduce funding levels after MAP-21 expires. However, it does not alter any funding assumptions related to MAP-21 funding or programs in FFY 2014.

The Senate began debate the same day on the Senate Budget Resolution, which passed through the Senate Budget Committee along party lines. The Senate Budget Committee's proposal continues to promote General Fund investment in transportation and infrastructure projects, with a one-time $50 billion infusion for capital investments in highways and public transit, as part of a larger $100 billion infrastructure package. Neither the House nor Senate budget resolutions address the need for a longer-term funding solution to the HTF shortfall.

Lastly, the President's FFY 2014 budget is still pending. Historically, the President has released his budget in February but due to the sequester and fiscal cliff negotiations, a February budget was difficult. Another contributing factor is the President was waiting for the House and Senate to pass their budget resolutions. The new expected date for the President's budget release is April 10th. Staff will continue to provide updates as information becomes available.

Financial Impact: This item has no fiscal impact to the FY2012/2013 SANBAG Budget.

Reviewed By: This item will be presented at the General Policy Committee on April 10, 2013.

Responsible Staff: Wendy Strack, Director of Legislative Affairs

tA¢tachment #1

CEQA WORKING GROUP

Protect the environment. Improve the economy.

www.CEQAWorkingGroup.com

Policy Principles for CEQA Modernization

Problem: Thoughtful Reforms to CEQA Long Overdue

- When the California Environmental Quality Act (CEQA) was enacted 40 years ago, the wide array of local, state and federal environmental and land use regulations that are now on the books didn't exist. CEQA was essentially it.
- In the 40 years since, Congress and the Legislature have adopted more than 120 laws to protect environmental quality in many of the same topical areas required to be independently mitigated under CEQA, including laws like the Clean Air Act, Clean Water Act, Endangered Species Act, GHG emissions reduction standards, SB 375 and more.
- Despite these stringent environmental laws and local planning requirements, public and private projects throughout the state are commonly challenged under CEQA even when a project meets all other environmental standards of existing laws.
- Many lawsuits are brought or threatened for non-environmental reasons and often times these lawsuits seek to halt environmentally desirable projects like clean power, infill and transit.
- It is time to modernize CEQA to conform with California's comprehensive environmental laws and regulations. Thoughtful CEQA reforms can preserve the law's original intent – environmental protection – while preventing special interest CEQA abuses that jeopardize community renewal, job-creation and the environment.

SOLUTION: Modernize CEQA to Protect Environment and Informed Public Participation, While Limiting Abuses

The Working Group Supports the Following Four Principles to Modernize CEQA:

1. Integrate Environmental and Planning Laws

- ✓ CEQA should continue to serve as *the* state environmental law for environmental impacts not regulated by standards set forth in other environmental and planning laws adopted since 1970.
- ✓ However, where a federal, state or local environmental or land use law has been enacted to achieve environmental protection objectives (e.g., air and water quality, greenhouse gas emission reductions, endangered species, wetlands protections, etc.), CEQA review documents like EIRs should focus on fostering informed debate (including public notice and comment) by the public and decision makers about how applicable environmental standards reduce project impacts.
- ✓ State agencies, local governments and other lead agencies would continue to retain full authority to reject projects, or to condition project approvals and impose additional mitigation measures consistent with their full authority under law other than CEQA.

(more)

2. Eliminate CEQA Duplication

- ✓ As originally enacted, CEQA did not require further analysis of agency actions that already complied with CEQA-certified plans. But a 1987 court decision dramatically changed CEQA's application and required CEQA to be applied even for projects that complied with such laws.
- ✓ Reforms should return the law to its original intent and not require duplicative CEQA review for projects that already comply with approved plans for which an environmental impact report (EIR) has already been completed – particularly since existing laws also require both plans and projects to comply with our stringent environmental standards.
- ✓ Local governments and other lead agencies would continue to retain full authority to reject projects or to condition project approvals and impose additional mitigation measures, consistent with their full authority under law other than CEQA.

3. Focus CEQA Litigation on Compliance with Environmental and Planning Laws

- ✓ CEQA lawsuits would still be allowed to be filed for failure to comply with CEQA's procedural and substantive requirements, including, for example adequate notice, adequate disclosure, adequate mitigation of environmental effects not regulated by other environmental or planning law, adequate consideration of alternatives to avoid unmitigated significant adverse impacts.
- ✓ However, CEQA lawsuits could not be used to challenge adopted environmental standards, or to endlessly re-challenge approved plans by challenging projects that comply with plans.
- ✓ Environmental and other public advocacy efforts to enact environmental protection laws should not be affected by any CEQA reform, and limiting CEQA litigation abuse can also inform advocacy efforts to revisit standards or plans.
- ✓ Finally, "real" environmental lawsuits - seeking to enforce true environmental objectives - could still be pursued against agencies that fail to make regulatory or permitting decisions in compliance with standards and plans.
- ✓ However, the current system of broad brush CEQA lawsuits that can be filed by any party for any purpose to challenge any or all environmental attributes of projects that comply with standards and plans are an outdated artifact of the "anything goes" environment of 1970, which now hinders both environmental improvement and economic recovery.

4. Enhance Public Disclosure and Accountability

- ✓ CEQA would continue to mandate comprehensive environmental disclosure and informed public debate for all environmental impacts, including those covered by standards set in other environmental and planning laws.
- ✓ CEQA's public disclosure principles are enhanced by requiring an annual report of project compliance with required mitigation measures made electronically available to the public as part of the existing Mitigation Monitoring and Reporting Plan process.
- ✓ CEQA lawsuits could no longer be filed by "anonymous" unincorporated associations with shadow members and hidden interests. Anyone seeking to enforce CEQA through litigation needs to disclose who they are, similar to campaign finance disclosure laws and court mandates for third parties seeking to file advocacy briefs in lawsuits.

CEQA WORKING GROUP

Protect the environment. Improve the economy.

www.CEQAWorkingGroup.com

Coalition List

- California Alliance for Jobs
- Silicon Valley Leadership Group
- California's Coalition for Adequate School Housing
- California Hospital Association
- Transportation California
- California Transit Association
- Riverside County Transportation Commission
- California Housing Consortium
- San Diego Housing Commission
- San Francisco Housing Action Coalition
- SummerHill Apartment Communities
- UnitedAg
- California Small Business Association
- Southern California Association of Governments
- San Francisco Planning + Urban Research
- Bay Planning Coalition
- Association of California Cities Orange County
- Central City Association of Los Angeles
- Southern California Water Committee
- Pacific Merchant Shipping Association
- Associated General Contractors of California
- Los Angeles County Economic Development Corporation
- Santa Clarita Valley Economic Development Corporation
- San Mateo County Economic Development Association
- San Diego Regional Economic Development Corporation
- East Bay Economic Development Alliance
- California Chamber of Commerce
- National Federation of Independent Business California
- Los Angeles Chamber of Commerce
- Greater Antelope Valley Economic Alliance
- Bay Area Council
- Central California Council
- North Bay Leadership Council
- Orange County Business Council
- Sonoma County Alliance
- Southwest California Legislative Council
- San Gabriel Valley Economic Partnership
- Inland Empire Economic Partnership
- Valley Industry and Commerce Association
- Los Angeles County Business Federation
- Antelope Valley Board of Trade
- American Council of Engineering Companies of California
- American Institute of Architects California Council
- American Institute of Architects Los Angeles
- West Coast Lumber and Building Material Association
- Long Beach Area Chamber of Commerce
- San Francisco Chamber of Commerce
- Oakland Metropolitan Chamber of Commerce
- Hollywood Chamber of Commerce
- South Bay Association of Chambers of Commerce
- Chambers of Commerce Alliance of Ventura and Santa Barbara Counties
- Brea Chamber of Commerce
- Fresno Chamber of Commerce
- Pleasanton Chamber of Commerce

(more)

- Silicon Valley Chamber of Commerce
- San Diego Regional Chamber of Commerce
- Chamber of Commerce Mountain View
- Santa Clara Chamber of Commerce
- Greater Bakersfield Chamber of Commerce
- California Association of REALTORS®
- California Construction & Industrial Materials Association
- California Building Industry Association
- California Business Roundtable
- California Business Properties Association
- California Retailers' Association
- Arcadia Association of REALTORS®
- Southwest Riverside County Association of REALTORS®
- Humboldt Association of REALTORS®
- Placer County Association of REALTORS®
- San Mateo County Association of REALTORS®
- Ventura County Coastal Association of REALTORS®
- Contra Costa Association of REALTORS®
- San Francisco Association of REALTORS®
- Santa Barbara Association of REALTORS®
- Rancon Real Estate
- Beal & Associates Inc.
- The High Country Group
- Temecula Homes and Land
- Cerrell Associates Inc.
- Atlantis Group

CA AB 5

AUTHOR:	Ammiano (D)
TITLE:	Homelessness
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	12/03/2012
DISPOSITION:	Pending
COMMITTEE:	Assembly Judiciary Committee
HEARING:	04/09/2013 8:00 am, Room 4202
SUMMARY:	Enacts the Homeless Person's Bill of Rights and Fairness Act. Provides that no person's rights, privileges, or access to public services may be denied or abridged because he or she is homeless, has a low income, or suffers from a mental illness or physical disability. Provides civil and criminal immunity and immunity from employer retaliation for assisting a homeless person. Provides judicial relief and imposes civil penalties for a violation. Prohibits discrimination regarding health emergency services.
STATUS:	01/24/2013 To ASSEMBLY Committee on JUDICIARY.

CA AB 8

AUTHOR:	Perea (D)
TITLE:	Alternative Fuel: Vehicle Technologies: Funding Program
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	yes
INTRODUCED:	12/03/2012
DISPOSITION:	Pending
COMMITTEE:	Assembly Transportation Committee
HEARING:	04/08/2013 1:30 pm, Room 4202
SUMMARY:	Provides the State Air Resources Board has no authority to enforce any element of its existing clean fuels outlet regulation or other regulation that requires or has the effect of requiring any person to construct, operate, or provide funding for the construction or operation of any publicly available hydrogen fueling station. Requires the public disclosure of the number of vehicles sold or leased. Requires grants and loans for a sufficient hydrogen fueling network. Extends a vehicle registration charge.
STATUS:	02/04/2013 In ASSEMBLY Committee on TRANSPORTATION: Not heard.

CA AB 14

AUTHOR:	Lowenthal B (D)
TITLE:	State Freight Plan
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	12/03/2012
DISPOSITION:	Pending
LOCATION:	Assembly Transportation Committee
SUMMARY:	Requires the Business, Transportation and Housing Agency to prepare a state freight plan with specified elements to govern the immediate and long-range planning activities and capital investments of the state with respect to the movement of freight. Requires the agency to establish a freight advisory committee.
STATUS:	01/14/2013 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 21

AUTHOR:	Alejo (D)
TITLE:	Safe Drinking Water Small Community Grant Fund
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	12/03/2012
LAST AMEND:	02/14/2013
DISPOSITION:	Pending
LOCATION:	Assembly Appropriations Committee
SUMMARY:	Authorizes the assessment of a specified annual charge in lieu of interest on loans for water projects made pursuant to the Safe Drinking Water State Revolving Fund, and the deposit of that money into the Safe Drinking Water State Small Community Emergency Grant Fund. Authorizes the expending of the money in the fund for grants for specified water projects that serve disadvantaged and severely disadvantaged communities.
STATUS:	02/14/2013 In ASSEMBLY. Read second time and amended. Re-referred to Committee on APPROPRIATIONS.

CA AB 29

AUTHOR:	Williams (D)
TITLE:	Proposition 39: Implementation
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	12/03/2012
LAST AMEND:	03/19/2013
DISPOSITION:	Pending
LOCATION:	Assembly Natural Resources Committee
SUMMARY:	Requires the State Energy Commission to administer grants, loans, or other financial assistance to the University of California, California State University, and the California Community Colleges for projects that create jobs in the state by reducing energy demand and consumption at eligible universities. Appropriates funds from the Clean Energy Job Creation Fund for allocation to those entities for the projects.
STATUS:	03/19/2013 To ASSEMBLY Committees on NATURAL RESOURCES and UTILITIES AND COMMERCE. 03/19/2013 From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments. 03/19/2013 In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.

CA AB 39

AUTHOR:	Skinner (D)
TITLE:	Proposition 39: Implementation
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	12/03/2012
LAST AMEND:	02/27/2013
DISPOSITION:	Pending
LOCATION:	Assembly Natural Resources Committee
SUMMARY:	Requires the State Energy Resources Conservation and Development Commission to administer grants, loans, or other financial assistance to an eligible institution, defined as a

	public school, for the purpose of projects that create jobs by reducing energy demand and consumption at eligible institutions. Requires the computation and record of energy saved. Sets forth the project prioritization requirements for projects funded by the Jobs Creation Fund.
STATUS:	02/27/2013 From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments. 02/27/2013 In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.

CA AB 70

AUTHOR:	Morrell (R)
TITLE:	Budget Bill: Public Availability
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	01/10/2013
DISPOSITION:	Pending
LOCATION:	Assembly Budget Committee
SUMMARY:	Provides that no vote may be taken in either house of the Legislature on the Budget Bill or other bills providing for appropriations related to the Budget Bill, as defined in the Constitution, until those bills have been made available to the public for 3 days on a publicly available Internet Web site.
STATUS:	01/18/2013 To ASSEMBLY Committee on BUDGET.

CA AB 114

AUTHOR:	Salas (D)
TITLE:	Proposition 39: Implementation
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	01/14/2013
DISPOSITION:	Pending
LOCATION:	Assembly Natural Resources Committee
SUMMARY:	Requires the Employment Development Department, using funds made available from the Clean Energy Job Creation Fund, to administer grants, no-interest loans, or other financial assistance for allocation to existing workforce development programs for the purposes of creating green energy jobs. Requires programs to give higher priority to disadvantaged youth and veterans who reside in an economically disadvantaged community or in a community with a high unemployment rate.
STATUS:	02/28/2013 To ASSEMBLY Committees on NATURAL RESOURCES and UTILITIES AND COMMERCE.

CA AB 115

AUTHOR:	Perea (D)
TITLE:	Safe Drinking Water State Revolving Fund
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	01/14/2013
DISPOSITION:	Pending
LOCATION:	Assembly Appropriations Committee
SUMMARY:	Relates to the state Safe Drinking Water Act. Authorizes the Department of Public Health to fund projects by grant or loan where multiple water systems apply for funding as a single applicant for the purpose of consolidating water systems or extending services to households

relying on private wells. Authorizes funding of a project to benefit a disadvantaged community.

STATUS: 03/12/2013 From ASSEMBLY Committee on ENVIRONMENTAL SAFETY AND TOXIC MATERIALS: Do pass to Committee on APPROPRIATIONS. (8-0)

CA AB 153

AUTHOR: Bonilla (D)
TITLE: Global Warming Solutions Act of 2006: Offsets
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 01/18/2013
DISPOSITION: Pending
LOCATION: Assembly Natural Resources Committee
SUMMARY: Amends the Global Warming Solutions Act of 2006. Requires the State Air Resources Board to adopt a specified process for the review and consideration of new offset protocols and, commencing in 2014 and continuing thereafter, use that process to review and consider new offset protocols.
STATUS: 01/31/2013 To ASSEMBLY Committee on NATURAL RESOURCES.

CA AB 160

AUTHOR: Alejo (D)
TITLE: Public Employees' Pension Reform Act: Exceptions
FISCAL COMMITTEE: yes
URGENCY CLAUSE: no
INTRODUCED: 01/22/2013
DISPOSITION: Pending
COMMITTEE: Assembly Public Employees, Retirement and Social Security Committee
HEARING: 04/24/2013 9:00 am, Room 444
SUMMARY: Excepts from the Public Employees' Pension Reform Act of 2013 certain multiemployer plans authorized under federal law and retirement plans for public employees whose collective bargaining rights are protected by a specified provision of federal law.
STATUS: 01/31/2013 To ASSEMBLY Committee on PUBLIC EMPLOYEES, RETIREMENT AND SOCIAL SECURITY.

CA AB 167

AUTHOR: Wieckowski (D)
TITLE: Infrastructure Financing
FISCAL COMMITTEE: no
URGENCY CLAUSE: no
INTRODUCED: 01/23/2013
DISPOSITION: Pending
LOCATION: Assembly Local Government Committee
SUMMARY: Requires a lease agreement between a governmental agency undertaking an infrastructure project and a private entity to include performance bonds as security to ensure the completion of the construction of the facility and payment bonds to secure the payment of claims of laborers, mechanics, and materialmen employed on the work under contract.
STATUS: 01/31/2013 To ASSEMBLY Committee on LOCAL GOVERNMENT.

CA AB 179

AUTHOR:	Bocanegra (D)
TITLE:	Electronic Transit Fare Collection Systems
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	01/24/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Transportation Committee
HEARING:	04/15/2013 1:30 pm, Room 4202
SUMMARY:	Makes provisions of existing law applicable to a transportation agency that employs an electronic transit fare collection system for payment of transit fares. Requires transportation agencies that obtain personally identifiable information of a person from electronic toll collection or electronic transit fare collection systems to discard that information after 6 months.
STATUS:	01/31/2013 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 193

AUTHOR:	Logue (R)
TITLE:	Municipal Ballot Measures: Arguments
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	01/28/2013
LAST AMEND:	02/14/2013
DISPOSITION:	Pending
LOCATION:	Assembly Elections and Redistricting Committee
SUMMARY:	Requires city elections officials, for a measure placed on the ballot by the legislative body, to give preference and priority to the argument of the legislative body, to give preference and priority to the argument of a member or members of the body authorized by that body only if the argument is consistent with the position taken by the body on the measure.
STATUS:	02/14/2013 From ASSEMBLY Committee on ELECTIONS AND REDISTRICTING with author's amendments. 02/14/2013 In ASSEMBLY. Read second time and amended. Re-referred to Committee on ELECTIONS AND REDISTRICTING.

CA AB 195

AUTHOR:	Hall (D)
TITLE:	Counties: Construction Projects: Design-Build
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	01/28/2013
DISPOSITION:	Pending
LOCATION:	Assembly Local Government Committee
SUMMARY:	Extends provisions of existing law that authorizes counties to use alternative procedures, known as design-build, for bidding on specified types of construction projects in the county in excess of a specified amount, in accordance with specified procedures, and provides that the procedures include a requirement for contracts awarded after a certain date that a county board of supervisors pay a fee into the State Public Works Enforcement Fund.
STATUS:	02/07/2013 To ASSEMBLY Committee on LOCAL GOVERNMENT.

CA AB 204

AUTHOR:	Wilk (R)
TITLE:	Vehicles: Green Vehicles: Fees
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	01/30/2013
DISPOSITION:	Pending
LOCATION:	ASSEMBLY
SUMMARY:	Expresses the intent of the Legislature to enact legislation to impose a fee in conjunction with registration on green vehicles to address the costs of those vehicles using public roads and highways.
STATUS:	01/30/2013 INTRODUCED.

CA AB 205

AUTHOR:	Pan (D)
TITLE:	Public Employees' Retirement: Pension Fund
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	01/30/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Public Employees, Retirement and Social Security Committee
HEARING:	05/08/2013 10:00 am, Room 444
SUMMARY:	Extends the authorization to prioritize investment in an in-state infrastructure project to the board of retirement or the board of investments of a retirement system established pursuant to the County Employees Retirement Law of 1937.
STATUS:	02/07/2013 To ASSEMBLY Committee on PUBLIC EMPLOYEES, RETIREMENT AND SOCIAL SECURITY.

CA AB 229

AUTHOR:	Perez J (D)
TITLE:	Infrastructure and Revitalization Financing Districts
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/04/2013
DISPOSITION:	Pending
LOCATION:	Assembly Local Government Committee
SUMMARY:	Authorizes the creation of an infrastructure and revitalization financing district and the issuance of debt with voter approval. Authorizes the creation of a district for up to 40 years and the issuance of debt with a final maturity date of up to 30 years. Authorizes a district to finance projects in redevelopment project areas and former redevelopment project areas and former military bases.
STATUS:	02/15/2013 To ASSEMBLY Committee on LOCAL GOVERNMENT.

CA AB 243

AUTHOR:	Dickinson (D)
TITLE:	Local Government: Infrastructure Financing Districts
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no

INTRODUCED:	02/06/2013
DISPOSITION:	Pending
LOCATION:	Assembly Local Government Committee
SUMMARY:	Authorizes the creation of an infrastructure and revitalization financing district and the issuance of debt with voter approval. Authorizes a district to finance projects in redevelopment project areas and former redevelopment project areas and former military bases if special conditions are met. Authorizes a district to fund various projects, including watershed land used for the collection and treatment of water for urban uses, flood management, open space, habitat restoration and development purposes.
STATUS:	02/15/2013 To ASSEMBLY Committee on LOCAL GOVERNMENT.

CA AB 250

AUTHOR:	Holden (D)
TITLE:	California Innovation Hub Program
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/06/2013
LAST AMEND:	03/04/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Jobs, Economic Development, and The Economy Committee
HEARING:	04/09/2013 9:00 am, State Capitol, Room 127
SUMMARY:	Creates the state Innovation Hub Program, which requires the Governor's Office of Business and Economic Development to designate Innovation Hubs. Authorizes the office to use vacant or underused state-owned or leased property that is controlled by the Department of General Services. Authorizes specified state property, when authorized by law, to be used as matching funds to meet federal funding requirements. Requires the office to issue a request for proposals. Relates to iHub partnerships.
STATUS:	03/04/2013 From ASSEMBLY Committee on JOBS, ECONOMIC DEVELOPMENT AND THE ECONOMY with author's amendments. 03/04/2013 In ASSEMBLY. Read second time and amended. Re-referred to Committee on JOBS, ECONOMIC DEVELOPMENT AND THE ECONOMY.

CA AB 266

AUTHOR:	Blumenfield (D)
TITLE:	Vehicles: High-Occupancy Vehicle Lanes
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/07/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Transportation Committee
HEARING:	04/08/2013 1:30 pm, Room 4202
SUMMARY:	Extends the operation of existing law that authorizes the Department of Transportation to designate certain lanes for the exclusive use of high-occupancy vehicles, which lanes may also be used by certain low-emission or alternative fuel vehicles not carrying the requisite number of passengers otherwise required for the use of an HOV lane.
STATUS:	02/21/2013 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 28

AUTHOR:	Quirk (D)
TITLE:	Energy: Road to 2050 Board
FISCAL COMMITTEE:	yes

URGENCY CLAUSE:	no
INTRODUCED:	02/11/2013
DISPOSITION:	Pending
LOCATION:	Assembly Natural Resources Committee
SUMMARY:	Requires the State Energy Resources Conservation and Development Commission to convene the Road to 2050 Board. Requires the Board to undertake specified studies regarding the achievement of a goal of reducing greenhouse gas emissions by 80% of the 1990 emissions level by 2050.
STATUS:	02/21/2013 To ASSEMBLY Committees on NATURAL RESOURCES and UTILITIES AND COMMERCE.

CA AB 239

AUTHOR:	Nestande (R)
TITLE:	State Budget: Key Liabilities
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/11/2013
DISPOSITION:	Pending
LOCATION:	Assembly Budget Committee
SUMMARY:	Requires the Governor, or the Department of Finance acting on his or her behalf, at the time the Governor's Budget is submitted to the Legislature, to submit specified information to the Legislature, including a list of the state's key liabilities relating to debt, infrastructure, retirement, and other liabilities that will affect the state's financial health in the future.
STATUS:	02/21/2013 To ASSEMBLY Committee on BUDGET.

CA AB 264

AUTHOR:	Holden (D)
TITLE:	Infrastructure Financing Districts
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/11/2013
DISPOSITION:	Pending
LOCATION:	Assembly Local Government Committee
SUMMARY:	Authorizes an infrastructure financing district to utilize the Educational Revenue Augmentation Fund portion of incremental tax revenue. Requires a district that proposes to utilize the portion of incremental tax revenue to include that intention in the financing plan, and prior to adopting a resolution authorizing the first debt issuance utilizing the share, obtain and submit an economic analysis to the Infrastructure and Economic Development Bank for review and approval.
STATUS:	02/28/2013 To ASSEMBLY Committee on LOCAL GOVERNMENT.

CA AB 317

AUTHOR:	Hall (D)
TITLE:	Transportation: State Highways
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	02/12/2013
DISPOSITION:	Pending
LOCATION:	ASSEMBLY

SUMMARY:	Makes a nonsubstantive change to provisions requiring the Transportation Commission to program interregional and regional transportation capital improvement projects through the State Transportation Improvement Program process.
STATUS:	02/12/2013 INTRODUCED.

CA AB 38

AUTHOR:	Allen T (R)
TITLE:	Economic Development: International Trade: Investments
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/13/2013
LAST AMEND:	03/19/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Jobs, Economic Development, and The Economy Committee
HEARING:	04/09/2013 9:00 am, State Capitol, Room 127
SUMMARY:	Relates to economic development, international trade, investments and strategies for trade and investments. Requires a strategy to include an evaluation of the ports of entry to the state and their capacity for handling international trade, including industrial and postconsumer secondary material, originating from or destined for other states.
STATUS:	03/19/2013 To ASSEMBLY Committee on JOBS, ECONOMIC DEVELOPMENT AND THE ECONOMY. 03/19/2013 From ASSEMBLY Committee on JOBS, ECONOMIC DEVELOPMENT AND THE ECONOMY with author's amendments. 03/19/2013 In ASSEMBLY. Read second time and amended. Re-referred to Committee on JOBS, ECONOMIC DEVELOPMENT AND THE ECONOMY.

CA AB 380

AUTHOR:	Dickinson (D)
TITLE:	California Environmental Quality Act: Notice
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/14/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Natural Resources Committee
HEARING:	04/01/2013 1:30 pm, Room 447
SUMMARY:	Amends the California Environmental Quality Act. Requires that notices regarding environmental impact reports filed by lead agencies need to be filed with the Office of Planning and Research and the county clerk and posted by that clerk for public review. Provides additional duties regarding that notice by the Office and the county clerk. Provides notice requirements for projects that are determined to be exempted from the Act.
STATUS:	02/28/2013 To ASSEMBLY Committees on NATURAL RESOURCES and LOCAL GOVERNMENT.

CA AB 392

AUTHOR:	Jones-Sawyer (D)
TITLE:	State Mandates: Prorated Claims
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/15/2013

DISPOSITION:	Pending
COMMITTEE:	Assembly Local Government Committee
HEARING:	04/10/2013 1:30 pm, Room 127
SUMMARY:	Amends existing law requiring the Controller to prorate mandated claims, including school claims, if the amount appropriated for reimbursement is not sufficient to pay all of the claims approved by the Controller, and requiring the controller to report to the Department of Finance when it is necessary to prorate claims. Deletes that reporting requirement. Requires the Controller to determine the most cost-effective allocation method if a specified amount is appropriated.
STATUS:	02/28/2013 To ASSEMBLY Committee on LOCAL GOVERNMENT.

CA AB 416

AUTHOR:	Gordon (D)
TITLE:	Local Emission Reduction Program
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/15/2013
LAST AMEND:	03/21/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Natural Resources Committee
HEARING:	04/01/2013 1:30 pm, Room 447
SUMMARY:	Creates the Local Emission Reduction Program and requires money to be available from the general fund for providing grants and other financial assistance to develop and implement greenhouse gas emissions reduction projects in the state, giving consideration to the ability of a project to create local job training and job creation benefits and achieve greenhouse gas emissions reduction. Provides the public entities that will be required to administer the program.
STATUS:	03/21/2013 From ASSEMBLY Committee on NATURAL RESOURCES with author's amendments. 03/21/2013 In ASSEMBLY. Read second time and amended. Re-referred to Committee on NATURAL RESOURCES.

CA AB 417

AUTHOR:	Frazier (D)
TITLE:	California Environmental Quality Act
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/15/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Natural Resources Committee
HEARING:	04/01/2013 1:30 pm, Room 447
SUMMARY:	Exempts from the California Environmental Quality Act a bicycle transportation plan for an urbanized area. Requires a local agency that determines that the bicycle transportation plan is exempt under this provision and approves or determines to carry out that project, to file notice of the determination with the Office of Planning and Research and the county clerk. Requires the Office of Planning and Research to post specified information on its Internet Web site.
STATUS:	03/11/2013 To ASSEMBLY Committee on NATURAL RESOURCES.

CA AB 431

AUTHOR:	Mullin (D)
TITLE:	Transportation: Sustainable Communities: Funding
FISCAL	yes

COMMITTEE:	
URGENCY CLAUSE:	no
INTRODUCED:	02/15/2013
LAST AMEND:	03/05/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Local Government Committee
HEARING:	04/10/2013 1:30 pm, Room 127
SUMMARY:	Authorizes a transportation planning agency that is designated as a metropolitan planning organization to impose a transactions and use tax upon approval of an ordinance and subject to voter approval. Requires that ordinance to contain an expenditure plan with the revenues of the plan to be available for transportation, affordable housing, and parks and open space, with the remainder to be spent to help attain the goals of the related sustainable communities strategy.
STATUS:	03/21/2013 Re-referred to ASSEMBLY Committees on LOCAL GOVERNMENT and TRANSPORTATION.

CA AB 41

AUTHOR:	Patterson (R)
TITLE:	High-Speed Rail Authority: Contracts
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/19/2013
DISPOSITION:	Pending
LOCATION:	Assembly Transportation Committee
SUMMARY:	Relates to the High-Speed Rail Authority. Requires the Authority to provide a copy of each contract entered into by the authority if the dollar value of the goods or services to be provided or performed under the contract is a specified amount of more, as well as a copy of each contract amendment and contract change order agreed to by the Authority for a specified amount or more.
STATUS:	02/28/2013 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 46

AUTHOR:	Logue (R)
TITLE:	High-Speed Rail Authority: Contracts
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/19/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Transportation Committee
HEARING:	04/15/2013 1:30 pm, Room 4202
SUMMARY:	Relates to the High-Speed Rail Authority. Requires the authority to provide a copy of each contract entered into by the Authority if the dollar value of the goods or services to be provided or performed is a specified amount as well as a copy of each contract amendment and contract change order agreed to by the Authority for a specified amount or more.
STATUS:	02/28/2013 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 468

AUTHOR:	Quirk-Silva (D)
TITLE:	Federal Transportation Funds
FISCAL COMMITTEE:	yes
URGENCY	no

CLAUSE:	
INTRODUCED:	02/19/2013
LAST AMEND:	03/14/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Transportation Committee
HEARING:	04/15/2013 1:30 pm, Room 4202
SUMMARY:	Requires the Department of Transportation to allocate federal transportation funds to regional agencies under the federal Congestion Mitigation and Air Quality Improvement Program based on a weighted formula that considers population and pollution in a given area.
STATUS:	03/14/2013 To ASSEMBLY Committee on TRANSPORTATION. 03/14/2013 From ASSEMBLY Committee on TRANSPORTATION with author's amendments. 03/14/2013 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

CA AB 481

AUTHOR:	Lowenthal B (D)
TITLE:	High-Speed Rail.
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/19/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Transportation Committee
HEARING:	04/08/2013 1:30 pm, Room 4202
SUMMARY:	Enacts exceptions and authorizations relative to real property obtained for high-speed rail purposes by the High-Speed Rail Authority. Enacts new provisions governing acquisition or disposal of right-of-way property by the authority. Requires payments for leases or other conveyances of property controlled by the authority to be deposited with the authority for use in development, improvement, and maintenance of the high-speed rail system.
STATUS:	02/28/2013 To ASSEMBLY Committees on TRANSPORTATION and ACCOUNTABILITY AND ADMINISTRIATIVE REVIEW.

CA AB 493

AUTHOR:	Daly (D)
TITLE:	Toll Facilities
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	02/20/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Transportation Committee
HEARING:	04/15/2013 1:30 pm, Room 4202
SUMMARY:	Authorizes operators of toll facilities on federal-aid highways to fully implement technologies or business practices that provide for the interoperability of electronic toll collection programs on and after a specified date.
STATUS:	03/04/2013 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 515

AUTHOR:	Dickinson (D)
TITLE:	California Environmental Quality Act: Judicial Review
FISCAL	yes

COMMITTEE:	
URGENCY CLAUSE:	no
INTRODUCED:	02/20/2013
LAST AMEND:	03/11/2013
DISPOSITION:	Pending
LOCATION:	Assembly Judiciary Committee
SUMMARY:	Establishes a CEQA Compliance Division of the Superior Court in a county in which the Attorney General maintains an office. Provides the division with original jurisdiction over actions of proceedings brought pursuant to the CEQA and matters related to land use and environmental laws. Provides decisions of the division may be reviewed by way of a petition for an extraordinary writ. Provides the contents of a writ if a public agency is found to be in error and what action the agency must take to comply.
STATUS:	03/11/2013 Re-referred to ASSEMBLY Committees on JUDICIARY and NATURAL RESOURCES. 03/11/2013 From ASSEMBLY Committee on JUDICIARY with author's amendments. 03/11/2013 In ASSEMBLY. Read second time and amended. Re-referred to Committee on JUDICIARY.

CA AB 528

AUTHOR:	Lowenthal B (D)
TITLE:	State Rail Plan: High-Speed Rail Authority
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/20/2013
LAST AMEND:	03/19/2013
DISPOSITION:	Pending
LOCATION:	Assembly Transportation Committee
SUMMARY:	Revises and recasts certain items required to be in the elements of the State Rail Plan. Changes the date by which the High-Speed Rail Authority is required to prepare, publish, adopt, and submit to the Legislature a specified business plan. Makes changes to the specified elements required to be included in the business plan.
STATUS:	03/19/2013 To ASSEMBLY Committee on TRANSPORTATION. 03/19/2013 From ASSEMBLY Committee on TRANSPORTATION with author's amendments. 03/19/2013 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

CA AB 564

AUTHOR:	Mullin (D)
TITLE:	Community Redevelopment: Successor Agencies
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/20/2013
LAST AMEND:	03/12/2013
DISPOSITION:	Pending
LOCATION:	Assembly Local Government Committee
SUMMARY:	Amends existing law that dissolved redevelopment agencies and community development agencies and provides for the designation of successor agencies. Prohibits the Department of Finance from taking any future action to modify the enforceable obligations described in

existing law following the effective date of the approval of those obligations after review by an oversight board and the department, and from taking action to modify the transfer of property, if the transfer is in an approved transfer plan.

STATUS:	03/12/2013	From ASSEMBLY Committee on LOCAL GOVERNMENT with author's amendments.
	03/12/2013	In ASSEMBLY. Read second time and amended. Re-referred to Committee on LOCAL GOVERNMENT.

CA AB 574

AUTHOR:	Lowenthal B (D)
TITLE:	State Highways: Relinquishment
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/20/2013
DISPOSITION:	Pending
LOCATION:	Assembly Transportation Committee
SUMMARY:	Authorizes the Transportation Commission to relinquish any portion of a state highway or related facility within a county or city to that county or city, subject to an agreement between the Department of Transportation and the local agency, without requiring a legislative enactment deleting the state highway segment from the state highway system.
STATUS:	03/04/2013 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 58

AUTHOR:	Fox (D)
TITLE:	Economic Development: Enterprise Zones
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	02/20/2013
DISPOSITION:	Pending
LOCATION:	ASSEMBLY
SUMMARY:	Makes a technical, nonsubstantive change to a provision of the Enterprise Zone Act regarding redesignation of a targeted employment area.
STATUS:	02/20/2013 INTRODUCED.

CA AB 603

AUTHOR:	Cooley (D)
TITLE:	Public Contracts: Design-Build
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/20/2013
DISPOSITION:	Pending
LOCATION:	Assembly Accountability and Administrative Review Committee
SUMMARY:	Includes in the definition of a local transportation entity, a city, county, city and county, and a joint powers authority. Applies the specified procedural requirements to the state design-build projects. Authorizes the Capital Southeast Connector Joint Powers Authority to use design-build procurement.
STATUS:	03/07/2013 To ASSEMBLY Committees on ACCOUNTABILITY AND ADMINISTRATIVE REVIEW and LOCAL GOVERNMENT.

CA AB 562

AUTHOR:	Atkins (D)
TITLE:	Local Government: Infrastructure Financing Districts
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	02/21/2013
DISPOSITION:	Pending
LOCATION:	Assembly Local Government Committee
SUMMARY:	Amends existing law that authorizes the creation of infrastructure financing districts and prohibits such district from including any portion of a redevelopment project area. Deletes that prohibition on infrastructure financing districts including any portion of a redevelopment project area.
STATUS:	03/04/2013 To ASSEMBLY Committee on LOCAL GOVERNMENT.

CA AB 668

AUTHOR:	Gray (D)
TITLE:	Economic Disaster Area
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/21/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Jobs, Economic Development, and The Economy Committee
HEARING:	04/09/2013 9:00 am, State Capitol, Room 127
SUMMARY:	Requires any county or city and county with a specified unemployment rate for a specified period to be declared an economic disaster area and to receive priority consideration when the state is making a determination on where to expend state funds with respect to any state contract or award, public works project, bond-financed project, acquisition of real estate, or capital project.
STATUS:	03/04/2013 To ASSEMBLY Committee on JOBS, ECONOMIC DEVELOPMENT AND THE ECONOMY.

CA AB 690

AUTHOR:	Campos (D)
TITLE:	Jobs and Infrastructure Financing Districts
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/21/2013
DISPOSITION:	Pending
LOCATION:	Assembly Local Government Committee
SUMMARY:	Revises and recasts the provisions governing infrastructure financing districts. Provides for the creation of jobs and infrastructure financing districts with voter approval. Authorizes a public financing authority to enter into joint powers agreements with affected taxing entities with regard to nontaxing authority or powers only.
STATUS:	03/11/2013 To ASSEMBLY Committees on LOCAL GOVERNMENT and HOUSING AND COMMUNITY DEVELOPMENT.

CA AB 70

AUTHOR:	Perez J (D)
TITLE:	California Infrastructure and Economic Development Bank
FISCAL	yes

COMMITTEE:	
URGENCY CLAUSE:	no
INTRODUCED:	02/21/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Jobs, Economic Development, and The Economy Committee
HEARING:	04/09/2013 9:00 am, State Capitol, Room 127
SUMMARY:	Relates to the Infrastructure and Economic Development Bank and board of directors. Adds a Member of the Assembly and a Member of the Senate as advisory members of the board. Requires the bank to serve as the primary state agency for purposes of developing an application for any federal infrastructure bank or financing authority. Incorporates additional changes made by the Governor's Reorganization Plan No. 2 of 2012.
STATUS:	03/04/2013 To ASSEMBLY Committee on JOBS, ECONOMIC DEVELOPMENT AND THE ECONOMY.

CA AB 745

AUTHOR:	Levine (D)
TITLE:	Land Use: Housing Element
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	02/21/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Housing and Community Development Committee
HEARING:	04/17/2013 9:00 am, Room 126
SUMMARY:	Amends the Planning and Zoning Law. Authorizes a city or county to request the appropriate council of governments to adjust a density to be deemed appropriate if it is inconsistent with city's or county's existing density.
STATUS:	03/04/2013 To ASSEMBLY Committees on HOUSING AND COMMUNITY DEVELOPMENT and LOCAL GOVERNMENT.

CA AB 749

AUTHOR:	Gorell (R)
TITLE:	Public-Private Partnerships
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/21/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Transportation Committee
HEARING:	04/15/2013 1:30 pm, Room 4202
SUMMARY:	Deletes the reference to the Public Infrastructure Advisory Commission established by the Business, Transportation and Housing Agency. Creates a new Public Infrastructure Advisory Commission. Requires the commission to establish best practices for public-private partnerships, and to identify other state departments that would benefit from similar contracting authority.
STATUS:	03/04/2013 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 797

AUTHOR:	Gordon (D)
TITLE:	Santa Clara County Valley Transportation Authority
FISCAL COMMITTEE:	yes
URGENCY	no

CLAUSE:	
INTRODUCED:	02/21/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Transportation Committee
HEARING:	04/15/2013 1:30 pm, Room 4202
SUMMARY:	Authorizes the Santa Clara County Valley Transportation Authority to utilize the Construction Manager/General Contractor project delivery contract method for transit projects within its jurisdiction. Requires the Authority to reimburse the Department of Industrial Relations for costs of performing wage monitoring and enforcement on projects using this contracting methods. Requires those funds to be used by the department for enforcement of prevailing wage requirements.
STATUS:	03/04/2013 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 342

AUTHOR:	Donnelly (R)
TITLE:	High-Speed Rail
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/21/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Transportation Committee
HEARING:	04/08/2013 1:30 pm, Room 4202
SUMMARY:	Prohibits federal and state funds, including state bond funds, from being expended by the authority or any other state agency on the construction of the high-speed rail project, except as necessary to meet contractual commitments entered into before a specified date.
STATUS:	03/04/2013 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 563

AUTHOR:	Torres (D)
TITLE:	Transit Projects: Environmental Review Process
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/21/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Transportation Committee
HEARING:	04/08/2013 1:30 pm, Room 4202
SUMMARY:	Authorizes the Department of Transportation to assume responsibilities for federal review and clearance under the National Environmental Policy Act for a transit project that is subject to the act. Provides that the state consents to the jurisdiction of the federal courts in that regard, and provides that the department may not assert immunity from suit under the U.S. Constitution with regard to actions brought relative to those responsibilities under federal law.
STATUS:	03/04/2013 To ASSEMBLY Committees on TRANSPORTATION and NATURAL RESOURCES.

CA AB 906

AUTHOR:	Pan (D)
TITLE:	Personal Services Contracts
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013

DISPOSITION:	Pending
COMMITTEE:	Assembly Public Employees, Retirement and Social Security Committee
HEARING:	04/24/2013 9:00 am, Room 444
SUMMARY:	Relates to the State civil Service Act and personal services contracts. Prohibits the award of a personal services contract unless the Legislature has specifically authorized the performance of the work by an independent contractor and appropriated funds specifically for that purpose.
STATUS:	03/21/2013 To ASSEMBLY Committee on PUBLIC EMPLOYEES, RETIREMENT AND SOCIAL SECURITY.

CA AB 953

AUTHOR:	Ammiano (D)
TITLE:	California Environmental Quality Act
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
DISPOSITION:	Pending
LOCATION:	Assembly Natural Resources Committee
SUMMARY:	Amends the California Environmental Quality Act, which defines environment and significant effect on the environment for certain purposes. Revises those definitions. Requires a lead agency to include in an environmental assessment report, a detailed statement on any effects that may result in the locating a proposed project near natural hazards or adverse environmental conditions.
STATUS:	03/07/2013 To ASSEMBLY Committee on NATURAL RESOURCES.

CA AB 1002

AUTHOR:	Bloom (D)
TITLE:	Vehicles: Registration Fee
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
LAST AMEND:	03/12/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Transportation Committee
HEARING:	04/15/2013 1:30 pm, Room 4202
SUMMARY:	Imposes, in addition to any other taxes and fees specified in the Vehicle Code and the Revenue and Taxation Code, a tax to be paid at the time of registration or renewal of registration of every vehicle subject to registration under the Vehicle Code, with all moneys realized pursuant to that provision for deposit in the Sustainable Communities Strategy Subaccount.
STATUS:	03/12/2013 From ASSEMBLY Committee on TRANSPORTATION with author's amendments. 03/12/2013 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

CA AB 1046

AUTHOR:	Gordon (D)
TITLE:	Department of Transportation: Innovative Delivery
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
LAST AMEND:	03/21/2013

DISPOSITION:	Pending
LOCATION:	Assembly Transportation Committee
SUMMARY:	Authorizes the Department of Transportation's District 4 director to direct existing district resources to the Innovative Delivery Team Demonstration Program. Authorizes department staff to perform reimbursed work for projects on and off the state highway system within the boundaries of the County of Santa Clara pursuant to the master agreement and accompanying work programs.
STATUS:	03/21/2013 To ASSEMBLY Committee on TRANSPORTATION. 03/21/2013 From ASSEMBLY Committee on TRANSPORTATION with author's amendments. 03/21/2013 In ASSEMBLY. Read second time and amended. Re-referred to Committee on TRANSPORTATION.

CA AB 1070

AUTHOR:	Frazier (D)
TITLE:	California Transportation Financing Authority
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
DISPOSITION:	Pending
LOCATION:	Assembly Transportation Committee
SUMMARY:	Relates to the Transportation Financing Authority Act and the Transportation Financing Authority. Provides for the roles of the authority and an issuer of bonds under the act if the project sponsor, rather than the authority, is the issuer of bonds.
STATUS:	03/07/2013 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 1077

AUTHOR:	Muratsuchi (D)
TITLE:	Vehicle License Fee and Alternative Fuel Taxes
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
DISPOSITION:	Pending
LOCATION:	Assembly Revenue and Taxation Committee
SUMMARY:	Amends existing law that imposes state sales and use taxes on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in the state and defines the terms gross receipts and sales price. Excludes from the terms gross receipts and sales price the amount of the incremental cost included in the sales price of a new alternative fuel motor vehicle.
STATUS:	03/21/2013 To ASSEMBLY Committee on REVENUE AND TAXATION.

CA AB 1080

AUTHOR:	Alejo (D)
TITLE:	Community Revitalization & Investment Authorities
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Housing and Community Development Committee

HEARING:	04/17/2013 9:00 am, Room 126
SUMMARY:	Authorize certain public entities of a community revitalization and investment area to form a community revitalization plan within a community revitalization and investment authority to carry out the Community Redevelopment Law in a specified manner. Requires the authority to adopt a community revitalization plan for a community revitalization and investment area and authorizes the authority to include in that plan a provision for the receipt of tax increment funds.
STATUS:	03/22/2013 Re-referred to ASSEMBLY Committees on HOUSING AND COMMUNITY DEVELOPMENT and LOCAL GOVERNMENT.

CA AB 1081

AUTHOR:	Medina (D)
TITLE:	Economic Development: Goods-Movement Infrastructure
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Jobs, Economic Development, and The Economy Committee
HEARING:	04/09/2013 9:00 am, State Capitol, Room 127
SUMMARY:	Amends existing law that requires the Governor to submit to the Legislature a proposed infrastructure plan containing specified information concerning infrastructure needed by specified entities and a proposal for funding the needed infrastructure. Requires the plan to include information related to infrastructure identified by state and federal transportation authorities and a recommendation for public sector financing.
STATUS:	03/21/2013 Re-referred to ASSEMBLY Committees on JOBS, ECONOMIC DEVELOPMENT AND THE ECONOMY and TRANSPORTATION.

CA AB 1406

AUTHOR:	Daly (D)
TITLE:	Public Works: Prevailing Wages
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
LAST AMEND:	03/19/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Labor and Employment Committee
HEARING:	04/10/2013 1:30 pm, Room 447
SUMMARY:	States that if the Director of Industrial Relations determines, within a semiannual period, that there is a change in any prevailing rate of per diem wages in a locality, that determination applies to any public works. Authorizes any contractor, awarding body, or representative affected by a change in rates to file with the director a verified petition to review the determination of that rate. Requires the initiation of an investigation or hearing to make a final determination.
STATUS:	03/19/2013 From ASSEMBLY Committee on LABOR AND EMPLOYMENT with author's amendments. 03/19/2013 In ASSEMBLY. Read second time and amended. Re-referred to Committee on LABOR AND EMPLOYMENT.

CA AB 1458

AUTHOR:	Waldron (R)
TITLE:	Vehicles: On-Street Parking for Electric Vehicles
FISCAL	no

COMMITTEE:	
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Transportation Committee
HEARING:	04/15/2013 1:30 pm, Room 4202
SUMMARY:	Authorizes local authorities to adopt rules and regulations by ordinance or resolution regarding designating and enforcing on-street parking spaces for electric vehicles.
STATUS:	03/07/2013 To ASSEMBLY Committees on TRANSPORTATION and LOCAL GOVERNMENT.

CA AB 1170

AUTHOR:	Bocanegra (D)
TITLE:	Regional Transport: Sustained Communities: Schools
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
LAST AMEND:	03/21/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Local Government Committee
HEARING:	04/10/2013 1:30 pm, Room 127
SUMMARY:	Relates to transportation planning for the reduction of greenhouse gas emissions from automobiles and light trucks in the region. Requires reporting of how the sustainable communities strategy may impact school enrollments and capacities and the need for new schoolsites or expansion or modernization of existing schoolsites. Provides for membership of the Strategic Growth Council.
STATUS:	03/21/2013 From ASSEMBLY Committee on LOCAL GOVERNMENT with author's amendments. 03/21/2013 In ASSEMBLY. Read second time and amended. Re-referred to Committee on LOCAL GOVERNMENT.

CA AB 1193

AUTHOR:	Ting (D)
TITLE:	Bikeways
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
LAST AMEND:	03/21/2013
DISPOSITION:	Pending
LOCATION:	Assembly Local Government Committee
SUMMARY:	Requires all city, county, regional, and other local agencies responsible for the development or operation of bikeways or roadways where bicycle travel is permitted to utilize all minimum safety design criteria and uniform specifications and symbols for signs, markers, and traffic control devices established pursuant to industry standards.
STATUS:	03/21/2013 To ASSEMBLY Committees on LOCAL GOVERNMENT and TRANSPORTATION. 03/21/2013 From ASSEMBLY Committee on LOCAL GOVERNMENT with author's amendments. 03/21/2013 In ASSEMBLY. Read second time and amended. Re-referred to Committee

CA AB 1194

AUTHOR:	Ammiano (D)
TITLE:	Safe Routes to School Program
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Transportation Committee
HEARING:	04/15/2013 1:30 pm, Room 4202
SUMMARY:	Requires the Safe Routes to School Program to be funded by an annual appropriation in the budget act.
STATUS:	03/07/2013 To ASSEMBLY Committee on TRANSPORTATION.

CA AB 1276

AUTHOR:	Medina (D)
TITLE:	Infrastructure and Economic Development Bank
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
DISPOSITION:	Pending
COMMITTEE:	Assembly Jobs, Economic Development, and The Economy Committee
HEARING:	04/09/2013 9:00 am, State Capitol, Room 127
SUMMARY:	Revises the definition of economic development facilities to include facilities that are used to provide goods movement and would define goods movement-related infrastructure. Revises the definition of port facilities to specifically reference airports, landports, waterports, and railports. The bill would authorize the bank to join or formally participate in regional, state, national, or international organizations related to infrastructure financing.
STATUS:	03/11/2013 To ASSEMBLY Committee on JOBS, ECONOMIC DEVELOPMENT AND THE ECONOMY.

CA AB 1290

AUTHOR:	Perez J (D)
TITLE:	Transportation Planning
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
DISPOSITION:	Pending
LOCATION:	Assembly Transportation Committee
SUMMARY:	Provides for 2 additional voting members of the California Transportation Commission to be appointed by the Legislature. Provides for the Secretary of the Transportation Agency, the Chairperson of the State Air Resources Board, and the Director of Housing and Community Development to serve as ex officio members without a vote.
STATUS:	03/11/2013 To ASSEMBLY Committee on TRANSPORTATION.

CA ACA 1

AUTHOR:	Donnelly (R)
TITLE:	Administrative Regulations: Legislative Approval
FISCAL	yes

COMMITTEE:	
URGENCY CLAUSE:	no
INTRODUCED:	12/03/2012
DISPOSITION:	Pending
LOCATION:	ASSEMBLY
SUMMARY:	Requires an administrative agency to submit all regulations to the Legislature for approval. Authorizes the Legislature, by means of a concurrent resolution, to approve a regulation adopted by an administrative agency of the state.
STATUS:	12/03/2012 INTRODUCED.

CA AC AB

AUTHOR:	Campos (D)
TITLE:	Local Government Finance: Public Safety Services
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	01/22/2013
DISPOSITION:	Pending
LOCATION:	ASSEMBLY
SUMMARY:	Authorizes the imposition, extension, or increase of a special tax for funding fire, emergency response, police, or sheriff services, upon the approval of 55% of the voters voting. Creates an additional exception to the 1% limit for a rate imposed by a city, county, or special district to service bonded indebtedness incurred to fund certain fire, emergency response, police, or sheriff buildings or facilities, and equipment that is approved by 55% of the voters of the city, county, or special district.
STATUS:	01/22/2013 INTRODUCED.

CA AC AB

AUTHOR:	Blumenfield (D)
TITLE:	Local Government Financing: Voter Approval
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	02/13/2013
DISPOSITION:	Pending
LOCATION:	ASSEMBLY
SUMMARY:	Creates an additional exception to the 1% limit for an ad valorem tax rate imposed by a city, county, city and county, or special district, to service bonded indebtedness incurred to fund specified public improvements and facilities, or buildings used primarily to provide sheriff, police, or fire protection services, that is approved by 55% of the voters of the city, county, city and county, or special district, as applicable.
STATUS:	02/13/2013 INTRODUCED.

CA SB

AUTHOR:	Steinberg (D)
TITLE:	Sustainable Communities Investment Authority
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	12/03/2012
DISPOSITION:	Pending
LOCATION:	Senate Transportation and Housing Committee

SUMMARY:	Authorizes certain public entities of a Sustainable Communities Investment Area to form a Sustainable Communities Investment Authority to carry out the Community Redevelopment Law. Provides for tax increment funding receipt under certain economic development and planning criteria. Establishes prequalification requirements for receipt of funding. Requires monitoring and enforcement of prevailing wage requirements within the area.
STATUS:	03/13/2013 From SENATE Committee on GOVERNANCE AND FINANCE: Do pass to Committee on TRANSPORTATION AND HOUSING. (4-2)

CA SB 11

AUTHOR:	Pavley (D)
TITLE:	Alternative Fuel: Vehicle Technologies: Funding Program
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	yes
INTRODUCED:	12/03/2012
DISPOSITION:	Pending
COMMITTEE:	Senate Environmental Quality Committee
HEARING:	04/03/2013 10:30 am, Rose Ann Vuich Hearing Room (2040)
SUMMARY:	Provides the State Air Resources Board has no authority to enforce any element of its existing clean fuels outlet regulation or other regulation that requires or has the effect of requiring any person to construct, operate, or provide funding for the construction or operation of any publicly available hydrogen fueling station. Requires the public disclosure of the number of vehicles sold or leased. Requires grants and loans for a sufficient hydrogen fueling network. Extends a vehicle registration charge.
STATUS:	03/14/2013 Re-referred to SENATE Committees on ENVIRONMENTAL QUALITY and TRANSPORTATION AND HOUSING.

CA SB 33

AUTHOR:	Wolk (D)
TITLE:	Infrastructure Financing Districts: Voter Approval
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	12/03/2012
LAST AMEND:	03/06/2013
DISPOSITION:	Pending
COMMITTEE:	Senate Appropriations Committee
HEARING:	04/08/2013 11:00 am, Burton Hearing Room (4203)
SUMMARY:	Revises provisions governing infrastructure financing districts. Eliminates the requirement of voter approval for creation of the district and for bond issuance, and authorizes the legislative body to create the district subject to specified procedures. Authorizes the creation of such district subject to specified procedures. Authorizes a district to finance specified actions and project. Prohibits the district from providing financial assistance to a vehicle dealer or big box retailer.
STATUS:	03/13/2013 From SENATE Committee on GOVERNANCE AND FINANCE: Do pass to Committee on APPROPRIATIONS. (4-1)

CA SB 34

AUTHOR:	Rubio (D)
TITLE:	Greenhouse Gas: Carbon Capture and Storage
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	yes

INTRODUCED:	12/03/2012
LAST AMEND:	02/15/2013
DISPOSITION:	Pending
LOCATION:	Senate Environmental Quality Committee
SUMMARY:	Requires a final methodology for carbon capture and storage projects to demonstrate sequestration of greenhouse gases under the federal Underground Injection Control program. Requires the regulation of carbon dioxide enhanced oil recovery projects that demonstrate carbon sequestration providing for greenhouse gas emission reduction. Relates to pipeline security regulation and enforcement. Defines land space that can be used for the storage of greenhouse gas.
STATUS:	02/15/2013 From SENATE Committee on ENVIRONMENTAL QUALITY with author's amendments. 02/15/2013 In SENATE. Read second time and amended. Re-referred to Committee on ENVIRONMENTAL QUALITY.

CA SB 64

AUTHOR:	Corbett (D)
TITLE:	Proposition 39: Implementation
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	01/10/2013
DISPOSITION:	Pending
LOCATION:	Senate Rules Committee
SUMMARY:	States the intent of the Legislature to install clean energy at public schools, universities, and colleges, and at other public buildings and facilities consistent with the California Clean Energy Jobs Act.
STATUS:	01/24/2013 To SENATE Committee on RULES.

CA SB 110

AUTHOR:	Steinberg (D)
TITLE:	California Transportation Commission: Guidelines
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	01/14/2013
DISPOSITION:	Pending
COMMITTEE:	Senate Transportation and Housing Committee
HEARING:	04/02/2013 1:30 pm, Burton Hearing Room (4203)
SUMMARY:	Establishes specified procedures that the Transportation Commission would be required to utilize when it adopts guidelines relative to its programming and allocation policies. Exempts the adoption of those guidelines from the requirements of the Administrative Procedure Act.
STATUS:	01/24/2013 To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 123

AUTHOR:	Corbett (D)
TITLE:	Environmental and Land-Use Court
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	01/18/2013
DISPOSITION:	Pending
LOCATION:	Senate Judiciary Committee

SUMMARY:	Requires a presiding judge of each superior court to establish an environmental and land-use division within the court to process civil proceedings brought pursuant to the California Environmental Quality Act or in specified subject areas, including air quality, biological resources, climate change, hazards and hazardous materials, land use planning, and water quality.
STATUS:	01/31/2013 To SENATE Committee on JUDICIARY.

CA SB 130

AUTHOR:	DeSaulnier (D)
TITLE:	Enterprise Zones: Applications
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	01/28/2013
DISPOSITION:	Pending
COMMITTEE:	Senate Transportation and Housing Committee
HEARING:	04/02/2013 1:30 pm, Burton Hearing Room (4203)
SUMMARY:	Provides that, for any application for an enterprise zone designation submitted on or after January 1, 2014, if any portion of the proposed zone is within, or was previously within, the boundaries of a previously designated zone, of if any portions of the proposed zone are within, or previously were within, the boundaries of 2 or more previously designated enterprise zones, the bill prohibits the proposed enterprise zone from exceeding a specified aggregate size.
STATUS:	02/07/2013 To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 142

AUTHOR:	DeSaulnier (D)
TITLE:	Public Transit
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	01/30/2013
DISPOSITION:	Pending
COMMITTEE:	Senate Governance and Finance Committee
HEARING:	04/17/2013 9:30 am, Room 112
SUMMARY:	Repeals existing law that provides for creation of one or more special benefit districts within a transit or rapid transit district relative to the issuance of bonds to be repaid through special assessments levied on property within the special benefit district.
STATUS:	02/07/2013 To SENATE Committee on GOVERNANCE AND FINANCE.

CA SB 267

AUTHOR:	Gaines T (R)
TITLE:	California Environmental Quality Act
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	02/04/2013
DISPOSITION:	Pending
LOCATION:	Senate Rules Committee
SUMMARY:	Makes technical, nonsubstantive changes to provisions of the California Environmental Quality Act that requires a lead agency to prepare an environmental impact report on a project that it proposes to carry out that may have a significant effect on the environment.
STATUS:	02/14/2013 To SENATE Committee on RULES.

CA SB 176

AUTHOR:	Galgiani (D)
TITLE:	Administrative Procedures
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/06/2013
DISPOSITION:	Pending
COMMITTEE:	Senate Governmental Organization Committee
HEARING:	04/09/2013 9:30 am, Burton Hearing Room (4203)
SUMMARY:	Requires, in order to increase public participation and improve the quality of regulations, state agencies, boards, and commissions to publish a notice prior to any meeting date or report, provided the meeting or report is seeking public input.
STATUS:	02/14/2013 To SENATE Committee on GOVERNMENTAL ORGANIZATION.

CA SB 228

AUTHOR:	Knight (R)
TITLE:	Enterprise Zones
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	02/11/2013
DISPOSITION:	Pending
LOCATION:	Senate Rules Committee
SUMMARY:	Makes technical, nonsubstantive changes to the Enterprise Zone Act that provides for various types of economic development areas throughout the state, including, but not limited to, enterprise zones, and authorizes qualifying enterprise zones to receive certain tax and regulatory incentives.
STATUS:	02/21/2013 To SENATE Committee on RULES.

CA SB 230

AUTHOR:	Knight (R)
TITLE:	Local Transportation Funds: Performance Audits
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	02/11/2013
LAST AMEND:	03/18/2013
DISPOSITION:	Pending
LOCATION:	Senate Transportation and Housing Committee
SUMMARY:	Amends the Mills-Alquist-Deddeh Act that requires the transportation planning agency to consult with the entity to be audited prior to designating the entity to make the performance audit and defines operating cost for this purpose. Excludes principal and interest payments on all capital projects funded with certificate of participation. Corrects an obsolete cross-reference in this definition of operating costs.
STATUS:	03/21/2013 Re-referred to SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 286

AUTHOR:	Yee (D)
TITLE:	Vehicles: High-Occupancy Vehicle Lanes
FISCAL	yes

COMMITTEE:	
URGENCY CLAUSE:	no
INTRODUCED:	02/14/2013
LAST AMEND:	03/18/2013
DISPOSITION:	Pending
COMMITTEE:	Senate Transportation and Housing Committee
HEARING:	04/02/2013 1:30 pm, Burton Hearing Room (4203)
SUMMARY:	Extends the operation of existing law that authorizes the Department of Transportation to designate certain lanes for the exclusive use of high-occupancy vehicles, which lanes may also be used by certain low-emission or alternative fuel vehicles not carrying the requisite number of passengers otherwise required for the use of an HOV lane. Permits the department to issue a valid identifier to a vehicle that meets the state's transitional zero emission standard.
STATUS:	03/18/2013 From SENATE Committee on TRANSPORTATION AND HOUSING with author's amendments. 03/18/2013 In SENATE. Read second time and amended. Re-referred to Committee on TRANSPORTATION AND HOUSING.

CA SB 528

AUTHOR:	Knight (R)
TITLE:	Counties: Public Works Contracts
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	02/19/2013
DISPOSITION:	Pending
COMMITTEE:	Senate Governance and Finance Committee
HEARING:	04/03/2013 9:30 am, Room 112
SUMMARY:	Authorizes a county, with approval of the board of supervisors, to utilize construction manager at-risk construction contracts for public works projects in excess of a specified amount and to award the construction manager at-risk construction contract using either the lowest responsible bidder or best value method.
STATUS:	02/28/2013 To SENATE Committee on GOVERNANCE AND FINANCE.

CA SB 403

AUTHOR:	Cannella (R)
TITLE:	State Highway Routes
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	02/20/2013
DISPOSITION:	Pending
LOCATION:	Senate Rules Committee
SUMMARY:	States the intent of the Legislature to enact legislation to amend those provisions of law applicable to state highway routes.
STATUS:	02/28/2013 To SENATE Committee on RULES.

CA SB 408

AUTHOR:	De Leon (D)
TITLE:	Transportation Funds
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no

INTRODUCED:	02/20/2013
DISPOSITION:	Pending
LOCATION:	Senate Rules Committee
SUMMARY:	Relates to transportation funds available for capital improvement projects. Provides that remaining funds are available for the study of, and development and implementation of, capital improvement projects.
STATUS:	02/28/2013 To SENATE Committee on RULES.

CA SB 425

AUTHOR:	DeSaulnier (D)
TITLE:	Public Works: the Public Works Peer Review Act of 2013
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/21/2013
DISPOSITION:	Pending
COMMITTEE:	Senate Governmental Organization Committee
HEARING:	04/09/2013 9:30 am, Burton Hearing Room (4203)
SUMMARY:	Requires a state agency or department or a regional agency, principally tasked with administering the planning and development of a public works project to establish a specified peer review group, to provide it with expert advice on the scientific and technical aspects of the project if the public works is a megaproject.
STATUS:	03/11/2013 To SENATE Committees on GOVERNMENTAL ORGANIZATION and GOVERNANCE AND FINANCE.

CA SB 436

AUTHOR:	Jackson (D)
TITLE:	California Environmental Quality Act: Notice
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/21/2013
DISPOSITION:	Pending
LOCATION:	Senate Environmental Quality Committee
SUMMARY:	Relates to the California Environmental Quality Act. Requires a lead agency to conduct at least one public scoping meeting for the specified projects and to provide notice to the specified entities of at least one public scoping meeting.
STATUS:	03/11/2013 To SENATE Committee on ENVIRONMENTAL QUALITY.

CA SB 44

AUTHOR:	De Leon (D)
TITLE:	California Transportation Financing Authority
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	02/21/2013
DISPOSITION:	Pending
LOCATION:	Senate Rules Committee
SUMMARY:	Makes a technical, nonsubstantive change to provisions of regarding duties of the Transportation Financing Authority in issuing transportation financing instruments, or approving their issuance by various local or regional agencies to secure the issuance of bonds.
STATUS:	03/11/2013 To SENATE Committee on RULES.

CA SB 454

AUTHOR:	Corbett (D)
TITLE:	Air Resources: Electric Vehicle Charging Stations
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/21/2013
DISPOSITION:	Pending
COMMITTEE:	Senate Transportation and Housing Committee
HEARING:	04/09/2013 1:30 pm, Burton Hearing Room (4203)
SUMMARY:	Creates the Electric Vehicle Charging Stations Open Access Act. Requires that an electric vehicle charging station that is installed in a public parking space be made available for use by the general public. Provides that persons desiring to use the electric vehicle charging station shall not be required to pay a subscription fee in order to use the station, and shall not be required to obtain membership in any club, association, or organization as a condition of using the station.
STATUS:	03/11/2013 To SENATE Committees on TRANSPORTATION AND HOUSING and ENERGY, UTILITIES AND COMMUNICATIONS.

CA SB 469

AUTHOR:	Corbett (D)
TITLE:	Public Contracts: Local Agencies: Public Transit
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	02/21/2013
DISPOSITION:	Pending
LOCATION:	Senate Transportation and Housing Committee
SUMMARY:	Requires a local authority awarding a procurement contract for purchase of public transit vehicle to give preference to any bidder that agrees that all vehicles to be purchased are to be manufactured within the State.
STATUS:	03/11/2013 To SENATE Committees on TRANSPORTATION AND HOUSING, GOVERNANCE AND FINANCE and APPROPRIATIONS.

CA SB 513

AUTHOR:	Hancock (D)
TITLE:	Local Development
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	02/21/2013
DISPOSITION:	Pending
LOCATION:	Senate Transportation and Housing Committee
SUMMARY:	Relates to the Transit Priority Project Program regarding an infrastructure finance district. Relates to a required percentage of affordable units in rental or owner-occupied housing for low- or moderate-income persons and families. Revises the percentage requirement.
STATUS:	03/11/2013 To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 595

AUTHOR:	Galgiani (D)
TITLE:	California Environmental Quality Act: Exemptions
FISCAL COMMITTEE:	yes

URGENCY CLAUSE:	no
INTRODUCED:	02/21/2013
DISPOSITION:	Pending
LOCATION:	Senate Environmental Quality Committee
SUMMARY:	Provides that a project by the San Joaquin Regional Rail Commission and the High-Speed Rail Authority to improve the existing tracks, structure, bridges, signaling systems, and associated appurtenances located on the existing railroad right-of-way used by the Altamont Commuter Express service qualifies for an exemption from CEQA.
STATUS:	03/11/2013 To SENATE Committee on ENVIRONMENTAL QUALITY.

CA SB 557

AUTHOR:	Hill (D)
TITLE:	High-Speed Rail
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
DISPOSITION:	Pending
LOCATION:	Senate Transportation and Housing Committee
SUMMARY:	Relates to existing law that appropriates specified funds from the High Speed Passenger Train Bond Fund and from federal funds for high-speed rail and connecting rail projects. Adds detail to provisions governing the expenditure of certain of those appropriated funds. Specifies that of the moneys appropriated for early high-speed rail improvement projects in the Budget Act of 212, a specified amount shall be allocated solely for purposes of specified memoranda of understanding.
STATUS:	03/11/2013 To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 628

AUTHOR:	Beall (D)
TITLE:	Infrastructure Financing
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
DISPOSITION:	Pending
COMMITTEE:	Senate Governance and Finance Committee
HEARING:	04/03/2013 9:30 am, Room 112
SUMMARY:	Eliminates the requirement of voter approval for the adoption of an infrastructure financing plan, the creation of an infrastructure financing district, and the issuance of bonds with respect to a transit priority project. Requires a specified percentage of the revenue for increasing, improving, and preserving the supply of lower and moderate-income housing. Provides that income level for continued occupancy. Relates to the approval of such district and its ability to issue bonds.
STATUS:	03/11/2013 To SENATE Committees on GOVERNANCE AND FINANCE and TRANSPORTATION AND HOUSING.

CA SB 731

AUTHOR:	Steinberg (D)
TITLE:	Environment: California Environmental Quality Act
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no

INTRODUCED:	02/22/2013
DISPOSITION:	Pending
LOCATION:	Senate Rules Committee
SUMMARY:	State the intent of the Legislature to enact legislation revising the California Environmental Quality Act to, among other things, provide greater certainty for smart infill development. States the intent of the Legislature to provide funds annually to the Strategic Growth Council for the purposes of providing planning incentive grants to local and regional agencies to update and implement general plans.
STATUS:	03/11/2013 To SENATE Committee on RULES.

CASE 739

AUTHOR:	Calderon R (D)
TITLE:	Environmental Quality
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
DISPOSITION:	Pending
LOCATION:	Senate Rules Committee
SUMMARY:	Makes a technical, nonsubstantive change to the definition of local agency for the purposes of the California Environmental Quality Act.
STATUS:	03/11/2013 To SENATE Committee on RULES.

CASE 751

AUTHOR:	Yee (D)
TITLE:	Local Planning: Metropolitan Planning Organizations
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
DISPOSITION:	Pending
LOCATION:	Senate Rules Committee
SUMMARY:	Declares the intent of the Legislature to enact legislation to ensure transparency in connection with the functioning of metropolitan planning organizations, including, but not limited to, the individual voting records of their members.
STATUS:	03/11/2013 To SENATE Committee on RULES.

CASE 752

AUTHOR:	Wolk (D)
TITLE:	Design-Build
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
DISPOSITION:	Pending
COMMITTEE:	Senate Governmental Organization Committee
HEARING:	04/09/2013 9:30 am, Burton Hearing Room (4203)
SUMMARY:	Repeal certain authorizations and enacts provisions that would authorize the Department of General Services, the Department of Corrections and Rehabilitation, and certain local agencies to use the design-build procurement process for specified public works. Provides that specified information is exempt from the Public Records Act.
STATUS:	03/11/2013 To SENATE Committees on GOVERNMENTAL ORGANIZATION and GOVERNANCE AND FINANCE.

CA SB 787

AUTHOR:	Berryhill T (R)
TITLE:	Environmental Quality: Sustainable Protection
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
DISPOSITION:	Pending
LOCATION:	Senate Environmental Quality Committee
SUMMARY:	Enacts the Sustainable Environmental Protection Act. Specifies the environmental review required pursuant for projects related to specified environmental topical areas. Prohibits certain causes of action. Provides that the Act only applies if a lead agency or project applicant has agreed to provide to the public an annual compliance report.
STATUS:	03/11/2013 To SENATE Committees on ENVIRONMENTAL QUALITY and JUDICIARY.

CA SB 788

AUTHOR:	Senate Transportation and Housing Committee
TITLE:	Transportation
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
DISPOSITION:	Pending
COMMITTEE:	Senate Transportation and Housing Committee
HEARING:	04/30/2013 1:30 pm, Burton Hearing Room (4203)
SUMMARY:	Relates to prepayment rate per gallon for aircraft jet fuel. Makes changes concerning setting of the rate. Changes the operative date of provisions requiring an employer to obtain from a driver required to have a commercial driver's license a copy of the driver's medical certification.
STATUS:	03/11/2013 To SENATE Committee on TRANSPORTATION AND HOUSING.

CA SB 798

AUTHOR:	De Leon (D)
TITLE:	California Green Infrastructure Bank Act
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
DISPOSITION:	Pending
COMMITTEE:	Senate Governance and Finance Committee
HEARING:	04/24/2013 9:30 am, Room 112
SUMMARY:	Enacts the Green Infrastructure Bank Act. Establishes the Green Infrastructure Bank. Provides for certain loans to a subdivision or local government. Amends an existing law which authorizes the allocation of moneys appropriated from Greenhouse Gas Reduction Fund for the purpose of reducing greenhouse gas emissions through investments in programs implemented by local and regional agencies and collaboratives and by nonprofit organizations.
STATUS:	03/11/2013 To SENATE Committees on GOVERNANCE AND FINANCE and RULES.

CA SB 810

AUTHOR:	Price (D)
TITLE:	California Transportation Financing Authority
FISCAL COMMITTEE:	yes
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
DISPOSITION:	Pending
COMMITTEE:	Senate Transportation and Housing Committee
HEARING:	04/16/2013 1:30 pm, Burton Hearing Room (4203)
SUMMARY:	Authorizes the California Transportation Financing Authority to award tax credit certificates to exporters and importers that demonstrate they have increased their cargo tonnage or value through state ports and airports by specified amounts or had a net increase in full-time employees. Amends the Personal Income Tax Law and the Corporation Income Tax Law. Allows a credit against the taxes imposed by those laws if a taxpayer receives a tax credit certificate.
STATUS:	03/11/2013 To SENATE Committees on TRANSPORTATION AND HOUSING and GOVERNANCE AND FINANCE.

CA SB 811

AUTHOR:	Lara (D)
TITLE:	California Transportation Commission
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	02/22/2013
DISPOSITION:	Pending
LOCATION:	Senate Rules Committee
SUMMARY:	Makes a nonsubstantive change to provisions of existing law creating the Transportation Commission as the successor to the Highway Commission.
STATUS:	03/11/2013 Re-referred to SENATE Committee on RULES.

CA SCA 3

AUTHOR:	Leno (D)
TITLE:	Taxation: Educational Entities: Parcel Tax
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	12/03/2012
DISPOSITION:	Pending
COMMITTEE:	Senate Governance and Finance Committee
HEARING:	05/08/2013 9:30 am, Room 112
SUMMARY:	Conditions the imposition, extension, or increase of a parcel tax by a school district, community college district, or county office of education upon the approval of voters if the proposition meets specified requirements.
STATUS:	02/07/2013 To SENATE Committees on GOVERNANCE & FINANCE and ELECTIONS AND CONSTITUTIONAL AMENDMENTS.

CA SCA 4

AUTHOR:	Liu (D)
TITLE:	Local Government Transportation Project: Voter Approval
FISCAL COMMITTEE:	no

URGENCY CLAUSE:	no
INTRODUCED:	12/03/2012
LAST AMEND:	03/19/2013
DISPOSITION:	Pending
COMMITTEE:	Senate Governance and Finance Committee
HEARING:	05/08/2013 9:30 am, Room 112
SUMMARY:	Proposes an amendment to the Constitution to provide that the imposition, extension, or increase of a special tax by a local government for the purpose of providing funding for local transportation projects and requires the approval of a related proposition. Prohibits the local government from expending any revenues derived from a special transportation tax approved by the voters at any time prior to the completion of a identified capital project funded by specified revenues.
STATUS:	03/19/2013 From SENATE Committee on GOVERNANCE AND FINANCE with author's amendments. 03/19/2013 In SENATE. Read second time and amended. Re-referred to Committee on GOVERNANCE AND FINANCE.

CA SCA 4

AUTHOR:	Corbett (D)
TITLE:	Transportation Projects: Special Taxes: Voter Approval
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	12/14/2012
DISPOSITION:	Pending
COMMITTEE:	Senate Governance and Finance Committee
HEARING:	05/08/2013 9:30 am, Room 112
SUMMARY:	Provides that the imposition, extension, or increase of a special tax by a local government for the purpose of providing funding for transportation projects requires the approval of 55% of its voters voting on the proposition.
STATUS:	02/14/2013 To SENATE Committees on GOVERNANCE AND FINANCE and RULES.

CA SCA 9

AUTHOR:	Corbett (D)
TITLE:	Local Government: Economic Development: Special Taxes
FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	12/18/2012
DISPOSITION:	Pending
COMMITTEE:	Senate Governance and Finance Committee
HEARING:	05/08/2013 9:30 am, Room 112
SUMMARY:	Proposes an amendment to the Constitution to provide that the imposition, extension, or increase of a special tax by a local government for the purpose of providing funding for community and economic development projects requires the approval of a specified percentage of its voters voting on the proposition.
STATUS:	02/07/2013 To SENATE Committees on GOVERNANCE AND FINANCE and ELECTIONS AND CONSTITUTIONAL AMENDMENTS.

CA SCA 11

AUTHOR:	Hancock (D)
TITLE:	Local Government: Special Taxes: Voter Approval

FISCAL COMMITTEE:	no
URGENCY CLAUSE:	no
INTRODUCED:	01/25/2013
DISPOSITION:	Pending
COMMITTEE:	Senate Governance and Finance Committee
HEARING:	05/08/2013 9:30 am, Room 112
SUMMARY:	Makes conforming and technical, nonsubstantive changes to provisions relative to special taxation. Proposes an amendment to the Constitution to condition the imposition, extension, or increase of a special tax by a local government upon the approval of 55% of the voters voting on the proposition.
STATUS:	02/07/2013 To SENATE Committees on GOVERNANCE AND FINANCE and ELECTIONS AND CONSTITUTIONAL AMENDMENTS.

Governments SANBAG Working Together Bill Analysis

Bill Number: AB 863	Author: Torres (D - Chino)
Title: NEPA Responsibilities: Railroad, Public Transportation and Multimodal Projects	

Summary

AB 863 allows National Environmental Policy Act (NEPA) responsibilities for railroad, public transportation and multimodal projects to be assumed by the California Department of Transportation (Caltrans), similar to authority previously approved for highway projects.

Prior to passage of Moving Ahead for Progress in the 21st Century (MAP-21), Caltrans participated in the "Surface Transportation Project Delivery Pilot Program" (Pilot Program), pursuant to Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). During the five-year tenure of the Pilot Program, Caltrans has simplified and expedited the environmental process for highway projects. The effort improved environmental document efficiency, consistency and accountability. Caltrans was responsible for complying with all applicable federal environmental laws and also with Federal Highways Administration environmental regulations, policies, and guidance. Caltrans tracked median NEPA environmental processing time frames over the Pilot Program's duration and compared these to median processing time frames from before, which indicated significant time savings to highway projects.

The Metro Gold Line Foothill Extension Construction Authority is the sponsor of this bill.

Impact on SANBAG

As the transportation authority for San Bernardino County, SANBAG is responsible for the development of an effective multi-modal transportation system and the delivery of our sales tax measure for transportation – Measure I. As part of this responsibility, an effective NEPA review process is critical to our mission and potential reforms could heavily impact SANBAG's operations and programs going forward.

As Caltrans does not currently have the staff, expertise, or resources to take on this additional oversight responsibility, placing this responsibility on the agency could result in project delays. Currently, SANBAG works effectively with the Federal Transit Administration (FTA) and Federal Railroad Administration (FRA) to deliver transit projects in a timely and coordinated fashion. The FTA and FRA have long developed the expertise to manage complicated operating issues and critical safety regulations, such as PTC. If NEPA delegation were to be considered for transit and rail projects, that authority would be best delegated to local agencies. As these projects typically provide environmental and safety benefits, "self-certification" is certainly a viable alternative.

Recommendation: OPPOSE UNLESS AMENDED

Staff recommends that the Board of Directors adopt an "Oppose unless Amended" position on AB 863 in order to allow SANBAG to work with the author on proposed amendments to ensure the bill does not negatively impact project delivery timeframes. This recommendation is consistent with SANBAG's 2013-2014 adopted State Legislative Platform under the provision "SANBAG will work to ensure that existing innovative project delivery tools are available and effective" and "SANBAG will advocate for reforms to ensure projects are delivered faster with more coordination". SANBAG supports NEPA delegation to Caltrans solely for highway projects at this juncture.

Staff recommends the author amend the bill to specially apply to the Gold Line Extension to the City of Montclair since the Gold Line Authority would like to enter into a Memorandum of Understanding with Caltrans for their project. Alternatively, we would encourage the author to consider modifying the bill to allow delegation to local agencies.

Bill History
Introduced: February 12, 2013
Current Disposition: Assembly Transportation Committee
Hearing Date: April 8, 2013

Governments SANBAG Working Together Bill Analysis

Bill Number: AB 1290	Author: Pérez (D-Los Angeles)
Title: Transportation Planning	

Summary

AB 1290 proposes a number of changes both to the membership of the California Transportation Commission (CTC) and the responsibilities which fall under its purview. Currently, the CTC is comprised of 13 members, including 9 members appointed by the Governor, 2 appointed by the Assembly Speaker and Senate President pro Tem, respectively, and 2 ex officio members – the Chairs of the Assembly Transportation Committee and Senate Transportation and Housing Committee. AB 1290 proposes to add 2 additional members appointed by the Legislature and add the Secretary of the new Transportation Agency, the Chair of the California Air Resources Board (CARB), and the Director of Housing and Community Development as ex-officio members. These additions bring the total membership to 18.

With respect to the changes to the responsibilities under its purview, AB 1290 outlines the following new responsibilities:

- Require the CTC's Committee on Planning (a sub-committee of the CTC) to monitor outcomes from land development and transportation investments made in accordance with the sustainable communities strategy (SCS).
- Modify the Regional Transportation Plan (RTP) guidelines to require local agencies to assess and consider alternative land use scenarios and corresponding transportation alternatives as part of the RTP.
- Require the RTP to identify the relationship of each project to the SCS.
- Require an annual report from the local agencies to the CTC describing progress in achieving greenhouse gas (GHG) emission reductions and implementing the SCS.
- Require the CTC's annual report to the Legislature to include additional information about the state's progress in meeting GHG and SCS goals.
- Require the Strategic Growth Council to identify activities, programs and funding of its member agencies (Business Transportation and Housing, Health and Human Services, California Environmental Protection Agency, California Natural Resources Agency and the Governor's Office of Planning and Research) to determine whether these items have an impact on the implementation of SCS'. The agencies will then provide an annual report to the CTC on the progress they are making towards ensuring these programs align with SCS implementation.

Impact on SANBAG

The expansion of the membership and role of the CTC, as well as the imposition of additional and duplicative reporting and state mandated activities, could present potential issues with slowing project delivery and reducing the responsiveness of the CTC. CARB has already been charged with the monitoring of SCS implementation efforts and AB 1290 as currently contemplated does not remove this secondary approval and monitoring process. In addition,

dramatically increasing the size of the CTC only serves to create a more unwieldy body over time when the current membership has not been demonstrated to be ineffective.

Recommendation: WORK WITH AUTHOR

Preliminary conversations with the author's office indicate that there is a significant willingness to work with local agencies in order to further develop a proposal that increases the communication and coordination of the SCS implementation effort while not creating a system that inhibits project delivery. Staff recommends that SANBAG engage in these conversations in order to ensure that the bill reflects the SANBAG's 2013-2014 adopted State Legislative Platform provision, "SANBAG will advocate for reforms to ensure projects are delivered faster with more coordination."

Bill History
Introduced: February 22, 2013
Current Disposition: Referred to Assembly Committee on Transportation

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **13**

Date: April 11, 2013

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

Recommendation:* That the Board acting as the San Bernardino County Transportation Authority 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 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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1304a-cc

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

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 was reviewed and recommended for approval (20-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on February 14, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the contract.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1304a-cc

Governments SANBAG Working Together

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 *Inclusive of prior amendments*	$	3,646,000	**Revised Contingency Amount** *Inclusive of prior amendments*	$	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	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
March 24, 2010	December 31, 2018	N/A

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Amendment No. 1 was processed to extend the expiration date.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0826.
☐ A Budget Amendment is required.
How are we funding current FY? Measure I Valley Freeway Interchange Fund.

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
Measure I Valley Freeway Interchange Fund.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Chino Cosgello		1/23/13
Project Manager (Print Name)	Signature	Date
Gary Lowe		1-31-13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	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
W. Stawarski		2/15/13
Chief Financial Officer (Print Name)	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 Right-of-way (ROW) Work and related utility relocation work required to improve the Interstate 10 (I-10) and Cherry Avenue Interchange, which includes the widening of Cherry Avenue from Slover Avenue north to Valley Boulevard, and the reconstruction of the existing bridge over I-10 ("PROJECT"); and

WHEREAS, the 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 the Agreement and any Advanced Funds discussed in the 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 increased by this Amendment 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 Plan ("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. 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. 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. Attachment A-1, Project Funding Table, is attached to and incorporated into this Amendment No. 2.

6. Except as amended by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect.

7. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

8. 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

By: _____
Janice Rutherford, Chair

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

CITY OF FONTANA

By: _____
Acquanetta Warren, Mayor
City of Fontana

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

SAN BERNARDINO COUNTY
BOARD OF SUPERVISORS

By: _____
Janice Rutherford, Chair

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Scott Runyan
Deputy County Counsel

Date: _____

C10191-02

Attachment A-1

Project Funding Table

ATTACHMENT A -1 (C10191-02)

CHERRY INTERCHANGE COSTS AND FUNDING
(Rounded to thousands)

CHERRY
Public Share = 64.6% of Project
Development Share = 35.4% of Project

County = 64.0% of Development = 22.7% of Project
City = 36.0% of Development = 12.7% of Project

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

PHASE	COST	IMD (Fed)	NET COST	FY	COUNTY NEXUS 22.7%	COUNTY CO-OP contribution	COUNTY CREDIT	CITY NEXUS 12.7%	CITY CO-OP contribution	CITY CREDIT	Public Funds CO-OP contribution NEXUS 64.6%	Public Funds CO-OP contribution MEASURE	Public Funds CO-OP contribution STIP (State)	Public Funds CO-OP contribution TCIF	Public Funds CO-OP contribution CREDIT	Comments
PA / ED	$781		$781	07/08	$177	$781	$604	$99	$0	($99)	$505	$0			($505)	PA/ED phase by County
PS&E	$5,065		$5,065	07/08	$1,150	*$3,242*	$2,092	$643	*$0*	($643)	$3,272	*$1,823*			($1,449)	Coop. Agreement C08055
PS&E (Amend. No. 1)	$5,835		$770	10/11	$175	*$493*	$318	$98	*$0*	($97)	$497	*$277*			($220)	8055-1 (Amendment No. 1)
Const. Support (Amend. No. 2)	$6,600		$765	11/12	$174	*$0*	($174)	$97	*$123*	$26	$494	*$642*			$148	8055-1 (Amendment No. 2)
R/W	$9,503		$9,503	08/09	$2,157	$0	($2,157)	$1,207	$1,949	$742	$6,139	$3,646	$3,908		$1,415	STIP credit to Measure
R/W (C10191-02; Amend. No. 2)	***$12,503***		***$3,000***	***12/13***	***$681***	***$363***	***($318)***	***$381***	***$356***	***($25)***	***$1,938***	***$1,515***	***$0***		($423)	***C10191-02(Amendment No. 2)***
																See Note 1 below
CONSTRUCTION	$60,781	$1,225	$59,556	10/11	$13,519	$13,154	($365)	$7,564	$7,660	$96	$38,473	$8,734		$30,773	$1,034	
TOTAL	$80,665	$1,225	$79,440	$0	$18,033	$18,033	$0	$10,089	$10,088	$0	$51,318	$16,637	$3,908	$30,773	($0)	

Note:

1. This Attachment is intended to highlight this specific R/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 40001.

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **14**

Date: April 11, 2013

Subject: Program Management Services for SANBAG's Major Projects Program

Recommendation:* Approve Amendment No. 1 to Contract No. C09124 with Parsons Transportation Group, Inc. for Program Management and Other Specialty Professional Services which will increase the contract amount by $16,324,860.00 for a new not-to-exceed amount of $35,006,611.00 and; extend the contract duration by three years to May 31, 2016.

Background: In May 2009, the Board awarded Contract No. C09124 to Parsons Transportation Group, Inc. (PTG) to provide program management and other specialty professional services. The duration of Contract No. C09124 was four years, terminating on May 31, 2013. The PTG team has been providing program management, administration, and project controls services since June 2009. The PTG team's effort has mainly focused on the Major Projects Program, which has seen numerous positive changes over the past three years relative to project delivery and the implementation of project controls tools.

In November 2012, the Board of Directors authorized staff to enter into negotiations with PTG for a three year extension of the Program Management Contract No. C09124. This authorization came after consideration at the Metro Valley Study Session in October 2012 where the committee members considered the value in maintaining team continuity for the successful and efficient delivery

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1304a-pb

Amendment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/C0912401.doc

Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared Documents/C0912401 att C 1-31-13.xlsx

of the Proposition 1B and other projects as scheduled so that funding is not placed at risk by virtue of a change in the project management team.

The value of work delivered by the Major Projects Program has increased by more than 65% over the past three years. The Major Projects Program staff is currently managing a $4.5 billion transportation program consisting of some 66 projects and more than 200 funding sources. For the 2011/2012 fiscal year, the actual value of work delivered was over $120 million. The PTG program management and specialty professional services cost for that same period was approximately $4.5 million which is only 3.76% of the total value of work delivered; a ratio that is one of the lowest in the industry.

The number and value of construction projects is the largest in San Bernardino Associated Governments' (SANBAG) history. Projects that have been or are under construction include: SR-210 Freeway Extension, I-10 Westbound Widening, I-215 Widening, I-10 Citrus Interchange, I-10/Riverside Interchange, I-10/Tippecanoe Interchange Phase 1, I-215/SR-210 Connectors, I-15/La Mesa Nisqualli, Colton Crossing, Hunts Lane Grade Separation, North Milliken Grade Separation, I-10 Cherry Interchange, I-15 Ranchero Interchange, and the SR-60 Sound Wall. In addition, seven projects will begin construction within the next year. Projects that will be commencing construction include: I-215 Bi-County HOV, I-10 Tippecanoe Interchange Phase 2, I-15/I-215 Devore Interchange, I-15 Base Line Road Interchange, Laurel Street Grade Separation, Lenwood Road Grade Separation, and the Palm Avenue Grade Separation. With the anticipation of upcoming construction projects and new interchange projects beginning, workload in Major Projects Program will continue to rise.

Future undertaking in program management also includes assisting in the completion of the biannual updates to the 10-Year Delivery Plan and administration of the Project Control System (PC). PTG's team replaced Excel spreadsheets via development and implementation of an integrated PC which has been instrumental in tracking and monitoring invoices, schedules, funding, and contracts as well as developing SANBAG's first 10-Year Delivery Plan.

Presently, the PTG team has a diverse group of 14 individuals working on a full-time basis in-house at SANBAG, including Project Managers, Construction Managers, Project Controls professionals and administration personnel. This team will remain intact and, as needed, PTG will continue to provide specialty professional services relative to Design-Build support on the Devore Interchange, Express Lane expertise, updates to the 10-Year Delivery Plan, development of independent cost estimates, peer review of design and environmental delivery packages, source inspection, and other services as needed.

The estimated cost for the three year contract extension has been developed based on historical costs with consideration given to the anticipated increase in the future level of effort required for on-site, off-site, and subconsultant staff. The on-site personnel cost estimate for the existing fourteen full-time staff is calculated using their current labor rates with escalation, an overhead rate and a fixed fee. SANBAG's standard contract template for non-Federal projects contains an index which was used to determine the escalation. This index provides escalation rates based on the United States Department of Labor, Bureau of Labor Statistics Employment Cost Index for Total Compensation for private industry workers (Table 5 on the website). The overhead rate for on-site personnel in this contract extension is reduced from 127.39% in the original contract to 114.23%. The fixed fee will be unchanged. The rates for on-site staff given in Attachment "B.1" represent the maximum rate for these classifications. The estimated total cost for on-site staff is $12,924,860.00 If any replacement staff is needed during the three year extension, SANBAG staff will have approval in specifying the classification to be used for the new personnel according to this amendment.

The estimated cost for the offsite personnel, $1,900,000.00, is based on the average actual labor costs over the last year. With a number of specialty services utilized over the last year, this budget was estimated on a similar level of effort continuing over the next three years. Offsite personnel services will be billed at actual cost. The overhead rate for PTG offsite staff is reduced from 158.32% in the existing contract to the current calculated overhead rate of 141.03% in the contract extension. The fixed fee will remain be unchanged. An additional allowance was also made for anticipated source inspection support that will be required for SANBAG construction projects during the extension period.

Within the existing PTG contract over the last four years, subconsultants were utilized on an as-needed basis to support PTG staff and provide additional specialty services to SANBAG. Some of these services included support of preparation of Federal funding request packages, development of the PC system, consultation for railroad operations, public outreach support, and construction management support through a full time senior construction project manager and support staff as required. There is no change to the team of subconsultants. For budget purposes a similar level of effort of $1,400,000.00 was used. The overhead rates and the fixed fee will remain the same for the subconsultants for the extension as was used in the original contract. The final component of budget is for other direct costs and is set at $100,000.00.

Given the upcoming all-time high workload for the Major Projects Program, including the delivery of the remaining Proposition 1B projects, and in anticipation of the commencement of additional projects in particular interchange

projects, in the very near future, staff is recommending that the Board authorize this three-year extension to the current Program Management Contract No. C09124 with PTG for a total not-to-exceed amount of $16,324,860.00.

Financial Impact: Program and Project Management services under this contract will be funded using Measure I and Local Funds. These costs are consistent with the current SANBAG Fiscal Year 2012/2013 budget and will be accounted for in future year budgets.

Reviewed By: This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board Metro Valley Study Session on March 14, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the amendment.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 09124 Amendment No. 1

By and Between

San Bernardino County Transportation Authority and Parsons Transportation Group

Contract Description Program Management and Other Specialty Services

Board of Director's Meeting Date: 4/3/13
Overview of BOD Action: Approve Contract Amendment

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

CONTRACT OVERVIEW					
Original Contract Amount	$	18,681,751.00	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$	18,681,751.00	**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	16,324,860.00	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	35,006,611.00	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	35,006,611.00

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
6/4/09	5/31/13	5/31/16

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0701, 0803-0896.
☐ A Budget Amendment is required.
How are we funding current FY? Measure I and Local Funds

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
This contract will be funded using Measure I and Local Funds.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Paula Beauchamp		2/20/13
Project Manager (Print Name)	Signature	Date
Garry Cohoe		2-20-13
Task Manager (Print Name)	Signature	Date
Andrea Zureick		2/20/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		2/25/13
Contract Administrator (Print Name)	Signature	Date
WSHW/PEA		2/27/13
Chief Financial Officer (Print Name)	Signature	Date

AMENDMENT NO. 1

TO

CONTRACT NO. C09124

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

PARSONS TRANSPORTATION GROUP, INC.

This AMENDMENT No. 1 to Contract No. C09124 (this "Amendment") is made by and between Parsons Transportation Group, Inc. (hereafter called CONSULTANT) and the San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH:

WHEREAS, AUTHORITY, under Contract No. C09124, has engaged the services of CONSULTANT to provide program management and other specialty services for the Measure I program; and

WHEREAS, AUTHORITY and CONSULTANT desire to amend the aforesaid contract to extend the period of performance through May 31, 2016, and to adjust the cost for Services.

NOW THEREFORE, the PARTIES hereto do mutually agree to amend Contract No. C09124 as follows:

1. Delete paragraph 2.1 of Article 2 "Performance Schedule", in its entirety and replace with the following:

   "The Period of Performance by CONSULTANT under this Contract shall commence on June 4, 2009, and shall continue in effect until May 31, 2016, until work is completed, or otherwise terminated, cancelled or extended as hereinafter provided."

2. Delete paragraph 3.2 of Article 3 "Contract Price and Cost Principles" in its entirety and replace with the following:

   "The total cost for Services to the project shall not exceed $35,006,611.00. This amount does not include a contingency. Services to be provided under terms of this Contract are to be provided on an as needed basis and compensated for as set forth in Attachment "B", incorporated herein by reference, through May 31, 2013, and Attachment "B.1", incorporated herein by reference for work after June 1, 2013. CONSULTANT's fee will be fixed, as set forth in Attachment "B" through

May 31, 2013 and as set forth in Attachment "B.1" for all work after June 1, 2013."

3. Delete paragraph 3.3 of Article 3 "Contract Price and Cost Principles" in its entirety and replace with the following:

"CONSULTANT's overhead rates will be fixed, as set forth in Attachment "B" through May 31, 2013, and as set forth in Attachment "B.1" for all work after June 1, 2013. The fixed overhead rate will not be subject to adjustment."

4. Delete paragraph 3.4 of Article 3 "Contract Price and Cost Principles" in its entirety and replace with the following:

"Escalation shall be at a specific rate, as shown on the Employment Cost Index for Total Compensation for private industry workers-Table 5, at www.bls.gov/news.release. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of June 1, 2014, and shall be subject to change each June 1 for the term of the Contract as set forth in Attachment "B.1" for all work after June 1, 2013."

5. Amend Article 11 "Technical Direction" to replace the words "Director of Freeway Construction" in Article 11.1 with "Director of Project Development".

6. Add the paragraph below to Article 11 "Technical Direction":

"11.1.4 Certain administrative modifications to the Contract as defined in the CHANGES Article of this Contract."

7. Add the paragraph below to Article 12 "Changes":

"12.3 SANBAG's Executive Director or Designee may modify this Contract for certain administrative modifications without issuing a written amendment. Administrative modifications as defined herein are limited to: substitutions of personnel identified in this Contract as Key Personnel and subcontractors; and modifications to hourly rates and classifications; and modifications of the address of the CONSULTANT. All administrative modifications shall be documented in writing between the Parties."

8. Exhibit 1 (Contract Attachment B.1) is attached to and incorporated into this Amendment by this reference.

9. The Contract is incorporated into this Amendment.

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

11. This Amendment No. 1 is effective on the date executed by SANBAG.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 below.

PARSONS TRANSPORTATION GROUP, INC.

By: _____
Khalil Saba, Vice President

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Janice Rutherford, President
SANBAG Board of Directors

Date: _____

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By: _____
Jeffery Hill
Contract Administrator

Exhibit 1
Contract Attachment B.1

On-Site Personnel

Classification	6/13-5/14 Raw Hourly Rate	3 Year Total (2080hrs/yr)
Senior Project Manager	$ 88.53	$ 1,309,423.02
Senior Project Manager	$ 86.24	$ 1,275,552.26
Senior Project Manager	$ 68.19	$ 1,008,579.64
Project Manager	$ 56.02	$ 828,576.50
Senior Construction Project Manager*	$ 95.16	$ 1,642,493.51
Construction Project Manager	$ 71.30	$ 1,054,578.80
Deputy Construction Project Manager	$ 51.33	$ 759,208
Project Controls Manager	$ 61.46	$ 909,038.05
Senior Contracts Manager	$ 76.96	$ 1,138,294.31
Cost Engineer	$ 44.70	$ 661,145.48
Project Scheduler	$ 49.10	$ 726,224.67
Cost Engineer	$ 33.65	$ 497,707.95
Document Controls Manager	$ 44.06	$ 651,679.41
Administrative Assistant	$ 31.26	$ 462,358.11
Total		$ 12,924,860

* Non Parsons employee (subconsultant)

Notes:

1 Escalation shall be at a specific rate, as shown on the Employment Cost Index for Total Compensation for private industry workers-Table 5, at www.bls.gov/news.release. The Employment Cost Index will be annually adjusted, apply to total benefits for the private industry economic sector, not be seasonally adjusted, but will include a 12-month percent change. Escalation shall commence as of June 1, 2014, and shall be subject to change each June 1st for the term of the contract.

2 SANBAG staff approval required in selecting classification for replacement on-site personnel

Overhead Rate: Parsons On-site personnel:	114.23%
Overhead Rate: On-Site subconsultant:	150%
Estimated Escalation for budget purposes:	1.5%
Fixed Fee:	9%

Off-Site Personnel

1. Billed at actual cost
2. Overhead Rate: Parsons off-site personnel: 141.03%
3. Fixed Fee: 9%

Estimated 3 Year Total off-site Personnel Costs: **$ 1,900,000**

Off-Site Personnel-Subconsultants

1. Will be billed at actual cost
2. Overhead Rate: Max. 150%
3. Fixed Fee: 9%

Subconsultants:	S2 Engineering-CM services as needed besides On-Site Senior Construction PM:	$400,000
	Other Subconsultants:	$1,000,000
	Estimated 3 Year Total Subconsultants:	**$1,400,000**

ODC's: **$ 100,000**

Summary
C0912401 3 year Cost Estimate

On-Site Personnel	**$ 12,924,860**
Off-Site Personnel	**$ 1,900,000**
Off-Site Personnel-Subconsultants	**$ 1,400,000**
ODC's	**$ 100,000**
Total Estimate	**$ 16,324,860**

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 15

Date: April 11, 2013

Subject: Interstate 10 (I-10) Tippecanoe Avenue Interchange Construction Project

Recommendation:* Approve a Landscape Maintenance Agreement C13092 with the State of California Department of Transportation for the I-10 Tippecanoe Interchange Project Phase 1 at no cost.

Background: **This is a new contract.** San Bernardino Associated Governments (SANBAG) is the lead agency for both design and construction of the I-10 Tippecanoe Avenue Interchange Improvements. In August 2011, SANBAG staff developed a strategy to separate the Plans, Specifications & Estimate (PS&E) package into two construction phases. The logical split involved isolating the design within existing State right-of-way (Phase 1) and that which is outside of State right-of-way (Phase 2). The Phase 1 of the project, which includes improvements to the eastbound I-10 mainline and off-ramp at Tippecanoe, was positioned to and successful in receiving $10 million in savings from the Corridor Mobility Improvement Account (CMIA) program. Start of construction was August 2012, and continues.

This request is for approval of a Phase 1 Tippecanoe Avenue Interchange Landscape Maintenance Agreement which defines SANBAG's maintenance responsibilities as four years after the completion of construction and plant establishment. The agreement is consistent with the landscape maintenance taking place on State Route 210 and includes maintenance of irrigation,

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1304a-bmf
Attachments: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13092.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13092%20Exh.%20A.pdf

landscape, and hardscape. The City of Loma Linda is supplying the irrigation water for Phase 1. There are no costs associated with this agreement with Caltrans. However, after the plant establishment period, SANBAG will bid and award the 4 year maintenance contract which is budgeted at $250,000. Staff is recommending this Landscape Maintenance Agreement between Caltrans and SANBAG be approved by the Board.

Financial Impact: This recommendation is consistent with the adopted SANBAG Fiscal Year 2012/2013 budget for Task No. 0842; I-10 Tippecanoe Interchange.

Reviewed By: This item was reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board Metro Valley Study Session on March 14, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the contract.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C C13092 Amendment No. _____

By and Between

San Bernardino Associated Governments and State of California Dept. of Trans.

Contract Description Agreement for Landscape Maintenance for Ph. 1 Tippecanoe I-10 I/C

Board of Director's Meeting Date: April 3, 2013
Overview of BOD Action: Approve Landscape Maintenance Agreement C13092

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

CONTRACT OVERVIEW

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

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
Est. Aug. 29,2014	Est. Aug. 29, 2018	

Has the contract term been amended? ☒ No ☐ Yes - please explain.
Contract start date is 1 year after the completion of the Ph. 1 improvements

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0842.
☐ A Budget Amendment is required.
How are we funding current FY? N/A

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

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
The payable will be with after an RFA for a maintenance contract.
☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

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

Barbara Forman		2.27.13
Project Manager (Print Name)	Signature	Date
Garry Cohoe		2-27-13
Task Manager (Print Name)	Signature	Date
Andrea Hrnicek		2-28-13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		3/12/13
Contract Administrator (Print Name)	Signature	Date
W Stawarski		3/20/13
Chief Financial Officer (Print Name)	Signature	Date

C13092 - AGREEMENT FOR LANDSCAPE MAINTENANCE WITHIN STATE HIGHWAY RIGHT OF WAY ON ROUTE 10 WITHIN THE CITY OF LOMA LINDA AND COUNTY OF SAN BERNARDINO

THIS AGREEMENT is made and executed effective this _____ day of _____, 20__ by and between the State of California, acting through its Department of Transportation, hereinafter referred to as "STATE," and the San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Authority, hereinafter referred to as "AUTHORITY," together referred to as "PARTIES".

WITNESSETH

RECITALS:

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Permit Number (s) 08-12-N-MC-0312.

2. This Agreement addresses AUTHORITY's responsibility for the landscaping, planting, irrigation systems, hardscaping, mulches, control, litter and weed removal, and Biofiltration Swales (collectively the "LANDSCAPING") placed within State Highway right of way on State Route 10, as shown on Exhibit A, attached to and made a part of this Agreement.

Section I

In consideration of the mutual covenants and promises herein contained, AUTHORITY and STATE agree as follows:

a) PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, & maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."

b) When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' Division of Maintenance's responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the Parties hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

Section II

AUTHORITY agrees, at AUTHORITY expense, to do the following:

a) AUTHORITY may contract authorizing a licensed contractor with appropriate class of license in the State of California, to MAINTAIN (Section 27 of the Streets and Highways Code) LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.

b) AUTHORITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.

c) AUTHORITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.

d) An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.

e) AUTHORITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.

f) To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.

g) To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.

h) To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.

i) To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.

j) To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All

chemical spray operations shall be reported quarterly (form LA17) to the STATE to: the District Maintenance at 464 W. 4th St., San Bernardino, CA 92401

k) To expeditiously repair any STATE facility damage ensuing from AUTHORITY'S LANDSCAPE sign and presence and, activities, including, but not limited to, damage caused by plants and plant roots and to reimburse STATE for its costs to repair the STATE facility damage ensuing from AUTHORITY's LANDSCAPE presence and activities should STATE be required to cure an AUTHORITY default.

l) To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive (include IMPROVEMENTS, SYSTEM, if relevant) condition acceptable to STATE in the event this Agreement is terminated as set forth herein.

m) To inspect LANDSCAPING (include IMPROVEMENTS, SYSTEM, if relevant) on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.

n) To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.

o) To allow random inspection of LANDSCAPING by a STATE representative.

p) To keep the entire landscaped area policed and free of litter and deleterious material.

q) All work by or on behalf of AUTHORITY will be done at no cost to STATE.

Section III

STATE agrees to do the following:

a) May provide AUTHORITY with timely written notice of unsatisfactory conditions that require correction by the AUTHORITY. However, the non-receipt of notice does not excuse AUTHORITY from maintenance responsibilities assumed under this Agreement.

b) Issue encroachment permits to AUTHORITY and AUTHORITY contractors at no cost to them.

Section IV

Legal Relations and Responsibilities:

a) Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or AUTHORITY facilities different from the standard of care imposed by law.

If during the term of this Agreement, AUTHORITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of AUTHORITY at AUTHORITY's expense or direct AUTHORITY to remove or itself remove LANDSCAPING at AUTHORITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. AUTHORITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to AUTHORITY to cure the default and AUTHORITY will have thirty (30) days within which to effect that cure.

b) Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless AUTHORITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of AUTHORITY.

c) Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that AUTHORITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.

d) Prevailing Wage Requirements; Labor Code Compliance
If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is

construction, alteration, demolition, installation, repair or maintenance AUTHORITY must conform to the provisions of Labor Code sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Director of Industrial Relations. AUTHORITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by AUTHORITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

f) Prevailing Wage Requirements in Subcontracts
AUTHORITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1). Subcontracts shall include all prevailing wage requirements set forth in AUTHORITY's contracts.

g) Insurance
AUTHORITY and their contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the State of California, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate. Coverage shall be evidenced by a certificate of Insurance in a form satisfactory to STATE that shall be delivered to STATE with a signed copy of this Agreement.

h) Termination
This Agreement may be terminated by timely mutual written consent by PARTIES, and AUTHORITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

i) Term of Agreement
This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect for 4 years after the completion of the construction contract of EA 44811.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____
Janice Rutherford
President, SANBAG Board of Directors

Date: _____

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____
Malcolm Daugherty
Acting Director of Transportation

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Eileen Monaghan Teichert
SANBAG General Counsel

Date: _____

By: _____
Deputy District Director
Maintenance

Date: _____

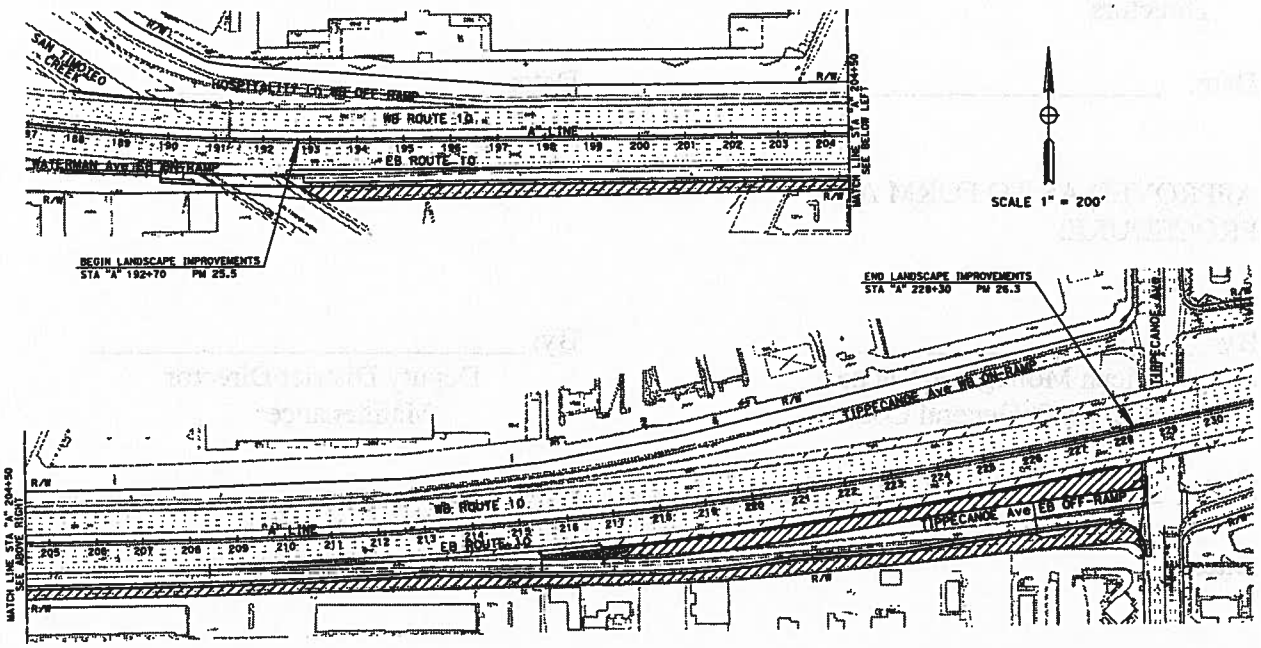
Attest:

By: _____
Vicki Watson
Clerk of the Board

By: _____
**Attorney
Department of Transportation

***Approval by STATE'S Attorney is not required unless changes are made to this form, in which case, the draft will be submitted to Headquarters for review and approval by STATE's Attorney as to form and procedures.*

ROUTE 10 AND TIPPECANOE AVENUE
EA 44811 / PN 0800020451



SCALE 1" = 200'

LEGEND:

LANDSCAPED AREA TO BE MAINTAINED BY SANBAG

EXHIBIT "A"
LANDSCAPE MAINTENANCE AGREEMENT

SIGNATURE: _____
SANBAG APPROVAL DATE

SIGNATURE: _____
CALTRANS APPROVAL DATE

DATE: DECEMBER 2012

SCALE: AS SHOWN

SHEET 1 OF 1 SHEET

Governments
SANBAG
Working Together

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

TRANBPORTATION MEABURE I

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

Minute Action

AGENDA ITEM: **16**

Date: April 11, 2013

Subject: Three Utility agreements for the Palm Avenue Grade Separation Project in the City of San Bernardino

Recommendation:* 1. Approve Utility Agreement No. C13115 with Southern California Edison Distribution for relocation of their facility for the Palm Avenue Grade Separation Project in the amount of $120,206.08.

2. Approve a 25% contingency for C13115 in the amount of $30,051.52 and authorize the Executive Director or designee to release contingency as necessary for the project contract.

3. Approve Utility Agreement No. C13116 with Southern California Gas Company for relocation of their facility for the Palm Avenue Grade Separation Project in the amount of $139,790.00.

4. Approve a 25% contingency for C13116 in the amount of $34,947.50 and authorize the Executive Director or designee to release contingency as necessary for the project contract.

5. Approve Utility Agreement No. C13117 with Verizon California Inc. for relocation of their facility for the Palm Avenue Grade Separation Project in the amount of $136,185.53.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1304d-ds

Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13115.doc
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13116.doc
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13117.doc

6. Approve a 25% contingency for C13117 in the amount of $34,046.38 and authorize the Executive Director or designee to release contingency as necessary for the project contract.

Background: The Palm Avenue Grade Separation project is a new grade separation project over the BNSF Railway railroad tracks in the north end of the City of San Bernardino. The final right-of-way interests are currently being acquired and funding applications for construction are being prepared with the intent of advertising the project for construction later this spring. The project involves the realignment of several local streets which also require the relocation of some facilities owned by various utility companies. In one area, along Institution Avenue, the existing utilities have superior rights to those of the project; therefore, the relocation of these facilities will be a project cost. The three utility agreements submitted for approval specify that San Bernardino Associated Governments (SANBAG) will require the relocation of these specific utilities and will pay for those relocation costs.

The SANBAG Board approved cooperative agreement C11180 with the City of San Bernardino for the responsibilities and funding for project right-of-way and utility relocations. The agreement specifies that SANBAG will fund 85.4% of eligible costs and the City 14.6% of the costs. As a result, the funding for these utility agreements will be at this same percentage. The costs for these relocations are within the estimated costs that were developed for the cooperative agreement; therefore, no additional funding will be required. SANBAG will fund its cost share with Measure I 2010-2040 Valley Major Streets Bond funds.

Staff is recommending that the Board approve Utility Agreements No. C13115, C13116, and C13117. The costs in the agreements are estimated and SANBAG and the City of San Bernardino are responsible if actual costs are greater. Staff is also requesting that the Board approve a 25% contingency for each agreement. 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 2010-2040 Valley Major Streets Bond Funds with a cost share from the City of San Bernardino provided under Task Number No. 0874.

Reviewed By: This item was reviewed and recommended for approval (15-0-1; Abstained: Rutherford) with a quorum of the Board present at the Board Metro Valley Study Session on March 14, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the contracts.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13115 Amendment No. _____

By and Between

San Bernardino County Transportation Commission and Southern California Edison Distribution

Contract Description Palm Avenue Grade Separation Utility Agreement

Board of Director's Meeting Date: 4/3/13
Overview of BOD Action: Approve agreement and expenditure for utility relocation expenses

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

CONTRACT OVERVIEW

Original Contract Amount	$	120,206.08	**Original Contingency Amount**	$	30,051.52
Revised Contract Amount *inclusive of prior amendments*	$		**Revised Contingency Amount** *inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	120,206.08	**TOTAL CONTINGENCY VALUE**	$	30,051.52
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	150,257.60

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
4/3/13	4/3/16	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0874.
☐ A Budget Amendment is required.
How are we funding current FY? Meas. I 2010-2040 Valley Grade Sep Bond Fund and City of SB

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

Provide Brief Overview of the Overall Funding for the duration of the Contract:
Funding will be primarily from Measure I 2010-2040 Valley Grade Separation Bond Funds along with City of San Bernardino
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

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

DENNIS TAYLOR	[signature]	2/27/13
Project Manager (Print Name)	Signature	Date
Garry Cohoe	[signature]	2.27.13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	[signature]	2/28/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill	[signature]	3/1/13
Contract Administrator (Print Name)	Signature	Date
W. STWARST	[signature]	3/5/13
Chief Financial Officer (Print Name)	Signature	Date

C13115 css

UTILITY AGREEMENT
SANBAG Agreement No. C13115

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	San Bernardino	Palm Ave.	N/A	N/A

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
N/A	0401647

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

UTILITY AGREEMENT NO. 120 DATE

San Bernardino Associated Governments, acting solely in its capacity as the San Bernardino County Transportation Commission (SANBAG), proposes the construction of Palm Avenue Grade Separation project which is located south of Interstate 215 and the Palm Avenue Interchange. The Palm Avenue Grade Separation project includes the construction of an overhead bridge at Cajon Blvd and the BNSF tracks, reconfiguration of intersections, widening of local streets, grading, and striping.

And

Southern California Edison (Distribution) – 287 Tennessee Street, Redlands, CA 92373

Hereinafter called "Owner", owns and maintains
Electric facilities along North side of Institution Road

Within the limits of SANBAG's project which requires
relocation of electric facilities on Institution Road.

to accommodate SANBAG's project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 120, dated 2/07/13, OWNER shall relocate electrical facilities on Institution Road. All work shall be performed substantially in accordance with OWNER's Plan No. 0401647 dated 02/29/12 consisting of 4 sheets, a copy of which is on file at San Bernardino Associated Governments (SANBAG), at 1170 West 3rd Street, 2nd Floor San Bernardino, CA 92410-1715.

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

II. LIABILITY FOR WORK

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

III. PERFORMANCE OF WORK

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

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG'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, as applicable. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

OWNER agrees to comply and to require its contractors to comply with the "Buy America" requirements set forth in the Intermodal Surface Transportation Efficiency Act of 1991(ISTEA) Sections 1041(a) and 1048(a), 23 U.S.C. sec. 313 and 23 C.F.R. Part 635.410, which are incorporated into this Agreement by reference, and which require that all steel and iron products, and their coatings, used in FHWA-funded projects are produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver.

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 an authorized, responsible official of OWNER and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

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

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

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Easement Deeds 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 SANBAG Board.

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 SANBAG Board.

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 the SANBAG Board.

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

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of December 12, 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.

UTILITY AGREEMENT NO. 120

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

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

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

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$ 120,206.08**

Signatures on Following Page

UTILITY AGREEMENT NO. 120

SIGNATURE PAGE
TO
UTILITY AGREEMENT NO. 120

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

SANBAG

APPROVED

By:_____
Janice Rutherford
President, Board of Directors

Date:_____

Owner:
Southern California Edison - Distribution

APPROVED

By:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By:_____
Jeffery Hill
Contract Administrator

APPROVAL RECOMMENDED:

By:_____
Michael W. Parker Date
Utility Project Manager
Overland, Pacific & Cutler, Inc.

C13115

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13116 Amendment No. _____

By and Between

San Bernardino County Transportation Commission and Southern California Gas Company

Contract Description Palm Avenue Grade Separation Utility Agreement

Board of Director's Meeting Date: 4/3/13
Overview of BOD Action: Approve agreement and expenditure for utility relocation expenses

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

CONTRACT OVERVIEW

Original Contract Amount	$	139,790.00	**Original Contingency Amount**	$	34,947.50
Revised Contract Amount *inclusive of prior amendments*	$		**Revised Contingency Amount** *inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	139,790.00	**TOTAL CONTINGENCY VALUE**	$	34,947.50
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	174,737.50

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
4/3/13	4/3/16	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0874.
☐ A Budget Amendment is required.
How are we funding current FY? Meas. I 2010-2040 Valley Grade Sep Bond Funds and City of SB

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

Provide Brief Overview of the Overall Funding for the duration of the Contract:
Funding will be primarily from Measure I 2010-2040 Valley Grade Separation Bond Funds along with City of San Bernardino
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

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

Dennis Saylor	[signature]	2/27/13
Project Manager (Print Name)	Signature	Date
Garry Cohoe	[signature]	2-27-13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	[signature]	2/28/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill	[signature]	3/1/13
Contract Administrator (Print Name)	Signature	Date
W. Stawarski	[signature]	3/6/13
Chief Financial Officer (Print Name)	Signature	Date

C13116 css

UTILITY AGREEMENT
SANBAG Agreement No. C13116

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	San Bernardino	Palm Ave.	N/A	N/A

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
N/A	WR2069068 & WR2069087

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

UTILITY AGREEMENT NO. 121 DATE

San Bernardino Associated Governments acting solely in its capacity as the San Bernardino County Transportation Commission (SANBAG), proposes the construction of Palm Avenue Grade Separation project which is located south of Interstate 215 and the Palm Avenue Interchange. The Palm Avenue Grade Separation project includes the construction of an overhead bridge at Cajon Blvd and the BNSF tracks, reconfiguration of intersections, widening of local streets, grading, and striping.

And

Southern California Gas Company – 1981 West Lugonia Avenue, Redlands, CA 92374

Hereinafter called "Owner", owns and maintains
Natural gas facilities along North side of Institution Road

Within the limits of SANBAG project which requires
relocation of gas facilities in Institution Road.

to accommodate SANBAG project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 121, dated 02/07/13, OWNER shall relocate natural gas facilities on Institution Road. All work shall be performed substantially in accordance with OWNER's Plan No. WR2069068 & WR2069098 dated 02.07.12 consisting of 2 sheets, a copy of which is on file at San Bernardino Associated Governments (SANBAG), at 1170 West 3rd Street, 2nd Floor San Bernardino, CA 92410-1715.

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

II. LIABILITY FOR WORK

UTILITY AGREEMENT NO. 121

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

III. PERFORMANCE OF WORK

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

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG'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.

OWNER agrees to comply and to require its contractors to comply with the "Buy America" requirements set forth in the Intermodal Surface Transportation Efficiency Act of 1991(ISTEA) Sections 1041(a) and 1048(a), 23 U.S.C. sec. 313 and 23 CFR Part 635.410, which are incorporated into this Agreement by reference, and which require that all steel and iron products, and their coatings, used in FHWA-funded projects are produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver.

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 an authorized, responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

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

UTILITY AGREEMENT NO. 121

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 duly executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Easement Deeds 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 SANBAG Board.

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 SANBAG Board.

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 the SANBAG Board.

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

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of December 12, 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.

UTILITY AGREEMENT NO. 121

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

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

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

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

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$139,790.**

Signatures on Following Page

UTILITY AGREEMENT NO. 121

SIGNATURE PAGE
TO
UTILITY AGREEMENT NO. 121

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

SANBAG

APPROVED

By:_____
Janice Rutherford
President, Board of Directors

Date:_____

Owner:
Southern California Gas Company

APPROVED

By:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By:_____
Jeffery Hill
Contract Administrator

APPROVAL RECOMMENDED:

By:_____
Michael W. Parker Date
Utility Project Manager
Overland, Pacific & Cutler, Inc.

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13117 Amendment No. _____

By and Between

San Bernardino County Transportation Commission and Verizon

Contract Description Palm Avenue Grade Separation Utility Agreement

Board of Director's Meeting Date: 4/3/13
Overview of BOD Action: Approve agreement and expenditure for utility relocation expenses

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

CONTRACT OVERVIEW

Original Contract Amount	$	136,185.53	**Original Contingency Amount**	$	34,046.38
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	136,185.53	**TOTAL CONTINGENCY VALUE**	$	34,046.38
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	170,231.91

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
4/3/13	4/3/16	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0874.
☐ A Budget Amendment is required.
How are we funding current FY? Meas. I 2010-2040 Valley Grade Sep Bond Funds and City of SB

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

Provide Brief Overview of the Overall Funding for the duration of the Contract:
Funding will be primarily from Measure I 2010-2040 Valley Grade Separation Bond Funds along with City of San Bernardino

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

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

Project Manager (Print Name) Dennis Taylor	Signature Dennis Taylor	Date 2/27/13
Task Manager (Print Name) Gary Cohoe	Signature Gary Cohoe	Date 2-27-13
Dir. of Fund Admin. & Programming (Print Name) Andrea Urech	Signature Andrea Urech	Date 2/28/13
Contract Administrator (Print Name) Jeffery Hill	Signature	Date 3/1/13
Chief Financial Officer (Print Name) Vicki Watson	Signature	Date 3/5/13

C13117 css

UTILITY AGREEMENT
SANBAG Agreement No. C13117

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	San Bernardino	Palm Ave	N/A	N/A

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
N/A	0590-7P0A0AG

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

UTILITY AGREEMENT NO. 122 DATE

San Bernardino Associated Governments acting solely in its capacity as the San Bernardino County Transportation Commission (SANBAG), proposes the construction of Palm Avenue Grade Separation project which is located south of Interstate 215 and the Palm Avenue Interchange. The Palm Avenue Grade Separation project includes the construction of an overhead bridge at Cajon Blvd and the BNSF tracks, reconfiguration of intersections, widening of local streets, grading, and striping.

And

Verizon California Inc. – 112 Lakeview Canyon Road, Thousand Oaks, CA 91362

Hereinafter called "Owner", owns and maintains
telephone facilities along North side of Institution Road

Within the limits of SANBAG's project which requires
relocation of telephone facilities in Institution Road.

to accommodate SANBAG project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 122, dated 02/07/13 OWNER shall relocate telephone facilities in Institution Road. All work shall be performed substantially in accordance with OWNER's Plan No. 0590-7P0A0AG dated 09/20/12 consisting of 4 sheets, a copy of which is on file at San Bernardino Associated Governments (SANBAG), at 1170 West 3rd Street, 2nd Floor San Bernardino, CA 92410-1715.

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

II. LIABILITY FOR WORK

UTILITY AGREEMENT NO. 122

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

III. PERFORMANCE OF WORK

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

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG'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.

OWNER agrees to comply and to require its contractors to comply with the "Buy America" requirements set forth in the Intermodal Surface Transportation Efficiency Act of 1991(ISTEA) Sections 1041(a) and 1048(a), 23 U.S.C. sec. 313 and 23 CFR Part 635.410, which are incorporated into this Agreement by reference, and which require that all steel and iron products, and their coatings, used in FHWA-funded projects are produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver.

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

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 an authorized responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

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

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

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Easement Deeds 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 SANBAG Board.

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 SANBAG Board.

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 the SANBAG Board.

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

V. GENERAL CONDITIONS

UTILITY AGREEMENT NO. 122

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of December 13, 2011, to review study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

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

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.

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

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$136,185.53**

Signatures on Following Page

UTILITY AGREEMENT NO. 122

SIGNATURE PAGE TO UTILITY AGREEMENT NO.122

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

SANBAG

APPROVED

By:_____
Janice Rutherford
President, Board of Directors

Date:_____

Owner:
Verizon California Inc.

APPROVED

By:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By:_____
Jeffery Hill
Contract Administrator

APPROVAL RECOMMENDED:

By:_____
Michael W. Parker Date
Utility Project Manager
Overland, Pacific & Cutler, Inc.

C13117

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 17

Date: April 11, 2013

Subject: Lenwood Road Grade Separation Plans, Specifications, and Estimate approval

Recommendation:* 1. Approve Plans, Specifications, and Estimate and authorize advertising Invitation for Bids for construction of the Lenwood Road Grade Separation Project.

2. Approve taking the recommendation for award of the construction contract directly to the Board without prior Mountain Desert Committee review.

Background: **These are the required approvals to allow the Lenwood Road Grade Separation project to proceed to construction and to apply for grade separation funding.** Staff has been working with the City of Barstow and the County of San Bernardino through a Project Development Team (PDT) to complete the final design of the Lenwood Grade Separation project. This project will grade separate Lenwood Road and the BNSF Railway tracks, increasing safety and eliminating the delay at the existing at-grade crossing. Right-of-way is also being secured on 39 parcels for the project, which includes full acquisitions, permanent roadway easements, and temporary construction easements. The City of Barstow has been working with BNSF to finalize the Construction & Maintenance (C&M) Agreement, and the PUC application has been filed.

The project is almost ready to proceed to construction. It is anticipated that the construction contract invitation for bids advertising period would begin in early June, 2013, with bids opened in mid-August and a contract award

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1304b-bmf

recommendation presented at the September or October, 2013, Board meeting. Construction is anticipated to span about 24 months.

Construction of the project is funded by Trade Corridor Improvement funds (TCIF), State Local Partnership Programs funds (SLPP), Federal Demonstration earmarked funds, Surface Transportation Program funds (STP), Measure I Local Funds, and a project contribution by both the City of Barstow and BNSF Railroad. The State TCIF and SLPP funds need to be allocated not later than June, 2013, with these funds only allocated after a project has been certified as ready to list for construction. It is anticipated these funds will be allocated at the May 7, 2013, California Transportation Commission (CTC) meeting. The Federal funds are currently in the fund obligation process, with completion expected within the next month or two. California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA) approval are required to use Federal funds on the project and authorize the project to proceed to construction. Upon receiving the funding approval and approval by CTC, the project will then go out to bid.

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

1. Approve Plans, Specifications, and Estimate (PS&E) and authorize advertising Invitation for Bids for construction of the Lenwood Road Grade Separation Project.

The PS&E for the Project has been completed and the bid package is being prepared. Staff is requesting Committee approval of the PS&E and authorization for advertisement of the bid package for construction of this project.

2. Approve taking the recommendation for award of the construction contract directly to the Board without prior Mountain Desert Committee review.

Staff anticipates advertising this Project for bid in early June, 2013 based on approval of Recommendation 1 of this agenda item, with bid opening scheduled six to seven weeks after the start of advertising. At bid opening, an evaluation of funding will be done comparing the actual bid amount with the amount programmed. If the bids come in higher than what is programmed, alternatives will be considered and a recommendation brought forward for the Board's consideration. This construction contract will be recommended for award based on verification of the lowest responsive/responsible bid in accordance with established criteria. Since the award of the contract is based on the lowest responsive/responsible bidder, it is recommended that the award of the construction contract proceed directly to the Board without prior Mountain Desert Committee review. This will allow the execution of the contract and start of

construction to occur at the earliest possible date and ensure timely use of Federal and State funding.

Financial Impact: This item is consistent with the SANBAG Fiscal Year 2012/2013 budget. Funding has been included in next year's draft budget. Task No. 0881.

Reviewed By: This item was reviewed and recommended for approval by the Mountain Desert Committee on March 15, 2013. SANBAG Contract Administrator has reviewed this item as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **18**

Date: April 11, 2013

Subject: License Agreements to cross San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission railroad right-of-way with Freedom Telecommunications and the City of Redlands.

Recommendation:* That the Board acting as the San Bernardino County Transportation Authority and the San Bernardino County Transportation Commission:

1. Approve Contract No. R13124 with the City of Redlands granting a license agreement on the Redlands Subdivision railroad right-of-way, Redlands Mile Post 7.3

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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1304a-mmm

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13122.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13124.docx

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

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

The license with the City of Redlands to be granted per this item will be an at grade crossing on SANBAG's right-of-way commonly known as the Redlands Subdivision, located on the westerly portion of Alabama Street northerly of Redlands Boulevard, City of Redlands, County of San Bernardino at Mile Post 7.3. The approximate area needed for the crossing is eight hundred fifty-two (852) square feet.

Each license does allow SANBAG to terminate the license with thirty (30) days prior written notice. Additionally, both the City of Redlands and Freedom Telecommunications will provide $1,500 in administrative fees to Epic for preparation of the license agreements.

It is necessary to refine the boiler-plate license agreements. Staff is currently working with General Counsel to develop a policy governing future licenses, leases and agreements for SANBAG's right-of-way and property. Options would likely include a range from continuing to present each new or amended agreement to the Board for action or by creating boilerplate documents approved by the Board that could be executed by the Executive Director or his designee.

At the March 14, 2013, Commuter Rail and Transit Committee Meeting, staff made a verbal revision to this item removing the recommendation to approve a license agreement with Freedom Telecommunications. Epic received a written request to cancel the agreement due to a cancellation of work that was to be done with the approval of the agreement.

Financial Impact: Approval of this item will result in the payment of $1,500 by the City of Redlands as a one-time (1) administrative fee to Epic Land Solutions, Inc. There will be no annual license fee for the City of Redlands. All fees will be collected by Epic on behalf of SANBAG and retained in the SANBAG rail assets trust account until the funds are transmitted to SANBAG's finance department. The revenue may be budgeted in subsequent fiscal years for projects that benefit SANBAG's rail systems/assets.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on March 14, 2013. SANBAG General Counsel and Contract Administrator have approved this item and the Contract.

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

BRD1304a-mmm
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13122.docx
http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13124.docx

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. R 13124 Amendment No. _____

By and Between

SAN BERNARDINO ASSOCAITED GOVERNMENTS acting as the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY and the SAN BERNARDINO TRANSPORTATION COMMISSION and CITY OF REDLANDS

Contract Description License Agreement on the Redlands Subdivision, Mile Post 7.3

Board of Director's Meeting Date: April 3, 2013
Overview of BOD Action: Approve Contract No. R13124 with City of Redlands granting a license agreement on the Redlands Subdivision, San Bernardino Mile Post 7.3

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

CONTRACT OVERVIEW

Original Contract Amount	$	1,500.00	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	1,500.00	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	1,500.00

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
4/3/13	Open	

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

FINANCIAL INFORMATION

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

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

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

☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Monica Morales	Monica Morales	2.26.13
Project Manager (Print Name)	Signature	Date
MITCHELL A. ALDERMAN	M. A. Alderman	2/27/13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	2/28/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		3/1/13
Contract Administrator (Print Name)	Signature	Date
W STAWARSKI		3/5/13
Chief Financial Officer (Print Name)	Signature	Date

CONTRACT NO: R13124

By and Between

SAN BERNARDINO ASSOCIATED GOVERNMENTS acting as the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY and the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

And

City of Redlands
For

License Agreement on the Redlands Subdivision
Mile Post 7.3

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into as of April 3, 2013 by and between the **SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AND THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION,** public agencies existing under the authority of the laws of the State of California (jointly referred to as "SANBAG"), and **CITY OF REDLANDS** a corporate municipality, ("LICENSEE"), upon and in consideration of the agreements, covenants, terms and conditions below:

PART I

BASIC LICENSE PROVISIONS

1. Description of License Property:
An at grade portion of the SANBAG property commonly known as the Redlands Subdivision located on the westerly portion of Alabama Street northerly of Redlands Boulevard, City of Redlands, County of San Bernardino at Mile Post 7.3
Approximate area:
Eight Hundred Fifty Two Square Feet (852 Sq. Ft) (§1.1)

2. Use of License Property:
Licensee may use the License Property only for: Widening of the existing intersection of Alabama Street and SANBAG railroad property by 16.14 feet on the westerly side of the intersection only, and no other uses (§1.1, §10)

3. Commencement Date:
April 3, 2013 (§1.2)

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

5. License Fees: (check one):
A. Base License Fee:
☐ a. $0.00 per year, payable annually in advance
☐ b. $0.00 per month, payable monthly in advance (§2.1)

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

C. Base License Fee Adjustment Dates (Not applicable)

☐ a. Annually, effective on the anniversary of the Commencement Date, based on the published Consumer Price Index (or its successor) ("CPI") as defined in paragraph 2.2.1 of the General License Provisions.

☐ b. At intervals of not less than three (3) years, based on the then current fair market rental value of the License Property (§2.2)

6. Insurance Amount (See Exhibit "B") (§16)

7. SANBAG's Address:
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715 (§24.1)

8. Licensee's Address:
CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
35 Cajon Street, Suite 15A
Redlands, California 92373 (§24.1)
Attn: Brian Wolfe, P.E.
909-798-7584 X7

9. Facility:
Widening of the existing intersection of Alabama Street and SANBAG railroad property by 16.14 feet on the westerly side of the intersection. (§1.1)

The foregoing Basic License Provisions and the General License Provisions set forth in attached Part II, together with all Exhibits and Attachments referenced in either, are incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year below written, but effective as of the day and year first set forth above.

CITY OF REDLANDS

By: _____

Date: _____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Janice Rutherford
Chair

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Contract Administrator

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: _____

Janice Rutherford
Chair

Date: _____

APPROVED AS TO FORM

By: _____

Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____

Jeffery Hill
Contract Administrator

INDEX TO LICENSE AGREEMENT - PART II

Section — Page

1. GRANT OF LICENSE/TERM 1
2. PAYMENTS 1
3. TAXES 2
4. CONSTRUCTION 2
5. CONTRACTORS; APPROVAL AND INSURANCE 2
6. REIMBURSEMENT 3
7. LIENS 3
8. MAINTENANCE AND REPAIR 3
9. LANDSCAPING 3
10. USE 3
11. ABANDONMENT 4
12. BREACH 4
13. SURRENDER 4
14. INDEMNIFICATION 4
15. ASSUMPTION OF RISK AND WAIVER 5
16. INSURANCE 5
17. TESTS AND INSPECTIONS 5
18. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY 5
19. UNDERGROUND STORAGE TANKS 6
20. SUBORDINATE RIGHTS 6
21. COMPLIANCE WITH LAWS 7
22. CONDEMNATION 7
23. MARKERS 7
24. GENERAL PROVISIONS 7

Exhibits:

"A" License Property
"B" Insurance Requirements
"C" Permitted Hazardous Materials
"D" Additional Provisions

PART II - GENERAL LICENSE PROVISIONS

1. GRANT OF LICENSE/TERM

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

1.2 Term of Agreement. The term of this Agreement shall commence on the "Commencement Date" specified in Item 3 of the Basic License Provisions. Unless a specific term of this Agreement is filled in at Item 4.B of the Basic License Provisions, or if Item 4.A is checked, this Agreement shall continue in full force and effect on a month-to-month basis as provided in Item 4.A of the Basic License Provisions until terminated by either party on thirty (30) days' prior written notice. If Item 4.B of the Basic License Provisions is checked, then this Agreement shall be a license for the term specified in said Item 4.B; provided, however, that SANBAG shall have the right to terminate this Agreement prior to the date specified in Item 4.B pursuant to paragraph 24.15 below. The term of this Agreement as provided above is referred to as the "Term".

1.3 Condition of License Property. Licensee acknowledges that it has inspected and by executing this Agreement, accepts the License Property in its present condition as suitable for the use for which this Agreement is granted, without any representation or warranty of any kind by SANBAG.

2. PAYMENTS

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

2.2 License Fee Adjustment.

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

Date or, if there has been no prior Adjustment, the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles/Riverside/Orange County, all items (1982-84 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics, or if such index is no longer published, the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period 1982-84 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SANBAG.

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

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

3. TAXES

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

4. CONSTRUCTION

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

5. CONTRACTORS; APPROVAL AND INSURANCE

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

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

6. REIMBURSEMENT

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

7. LIENS

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

8. MAINTENANCE AND REPAIR

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

9. LANDSCAPING

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

10. USE

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

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

11. ABANDONMENT

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

12. BREACH

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

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

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

13. SURRENDER

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

14. INDEMNIFICATION

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

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

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

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

14.4. The indemnification and defense obligations of Licensee set forth in this section shall survive the termination of this Agreement.

15. ASSUMPTION OF RISK AND WAIVER

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

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

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

16. INSURANCE

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

17. TESTS AND INSPECTIONS

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

18. HAZARDOUS/TOXIC MATERIALS USE AND INDEMNITY

18.1. Licensee shall operate and maintain the License Property in compliance with all, and shall not cause or permit the License Property to be in violation of any Environmental Law which is now or may hereafter become applicable to Licensee or the License Property. As used herein, "Environmental Law" means any federal, state or local environmental health and /or safety-related law, regulation, standard, decision of a court, permit or conditions, currently existing or as amended or adopted in the future. Except for any Hazardous Materials expressly approved by SANBAG in writing as shown on Exhibit "C", Licensee shall not cause or permit, or allow any of Licensee's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on or about the SANBAG Property. Any Hazardous Materials on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance or material, including any mixture or solution, which by virtue of its properties or effects, is potentially harmful to health, safety or property, or which is now or becomes in the future listed, defined or regulated in any manner under any Environmental Law as hazardous or dangerous material or substance.

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

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

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

19. UNDERGROUND STORAGE TANKS

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

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

20. SUBORDINATE RIGHTS

This Agreement is subject and subordinate to the prior and continuing right and obligation of SANBAG, its successors and assigns, to use the SANBAG Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body. Accordingly, there is reserved and retained unto SANBAG, its successors, assigns and permittees, the right to construct, reconstruct, maintain and use existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SANBAG Property, and in connection therewith the right to grant and convey to others, rights and interests to the SANBAG Property on the License Property and in the vicinity of Facility, regardless of any effect or impact on the Facility. Licensee shall bear all costs and losses it incurs associated with any modifications to

the Facility necessary to accommodate SANBAG's exercise of any right hereunder. This Agreement is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SANBAG Property now or hereafter, and the words "grant" or "convey" as used herein shall not be construed as a covenant against the existence of any such title exceptions.

21. COMPLIANCE WITH LAWS

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

22. CONDEMNATION

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

23. MARKERS

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

24. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

24.10 Entire Agreement Amendments. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein. This Agreement may be amended at any time by the written agreement of SANBAG and Licensee. No amendments, changes, revisions or discharges of this Agreement in whole or in part, or at any time, shall be binding upon the parties unless the same shall be in writing and executed by both parties hereto.

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

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

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

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

24.15 Termination for Public Use. In addition to any and all other termination rights of SANBAG and regardless of the Term set forth in the Basic License Provisions, Licensee hereby expressly recognizes and agrees that the License Property is located on SANBAG property that may be developed for public projects and programs which may be implemented by SANBAG or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects and/or other public uses (collectively and individually "Public Use"), and that Licensee's use of the License Property under this License is a temporary interim use as to which Licensee has no right to nor expectation of use for any particular length of time. Accordingly, as a condition to entering into this License, SANBAG expressly reserves the right to terminate the License for any of such Public Use by thirty (30) days written notice to Licensee. Licensee expressly acknowledges and agrees that:

Licensee
SANBAG

(1) SANBAG may terminate this license for any Public Use, to be determined in SANBAG's sole and absolute discretion;

(2) Licensee will NOT oppose any Public Use when planned or implemented on or adjacent to the License Property;

(3) Licensee expressly assumes all risk of any future Public Use as determined by SANBAG and in the event SANBAG terminates this License and requires Licensee to vacate the License Property for any –

Public Use, Licensee shall not be entitled as a result of such termination and vacation of the License Property;

(a) to receive any relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and

(b) to any compensation under the eminent domain law.

24.16 Modification, Relocation or Removal for Public Use. If SANBAG shall at any time, or from time to time, determine in its sole and absolute discretion, that there is a need for the License Property or any adjoining property for a Public Use and such Public Use requires relocation or removal of the Facility, Licensee shall reconstruct, alter, modify, relocate or remove its Facility as required by SANBAG, at Licensee's sole cost and expense, within thirty (30) days after written notice from SANBAG.

24.17 Time of Essence. Time is of the essence of this Agreement.

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

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

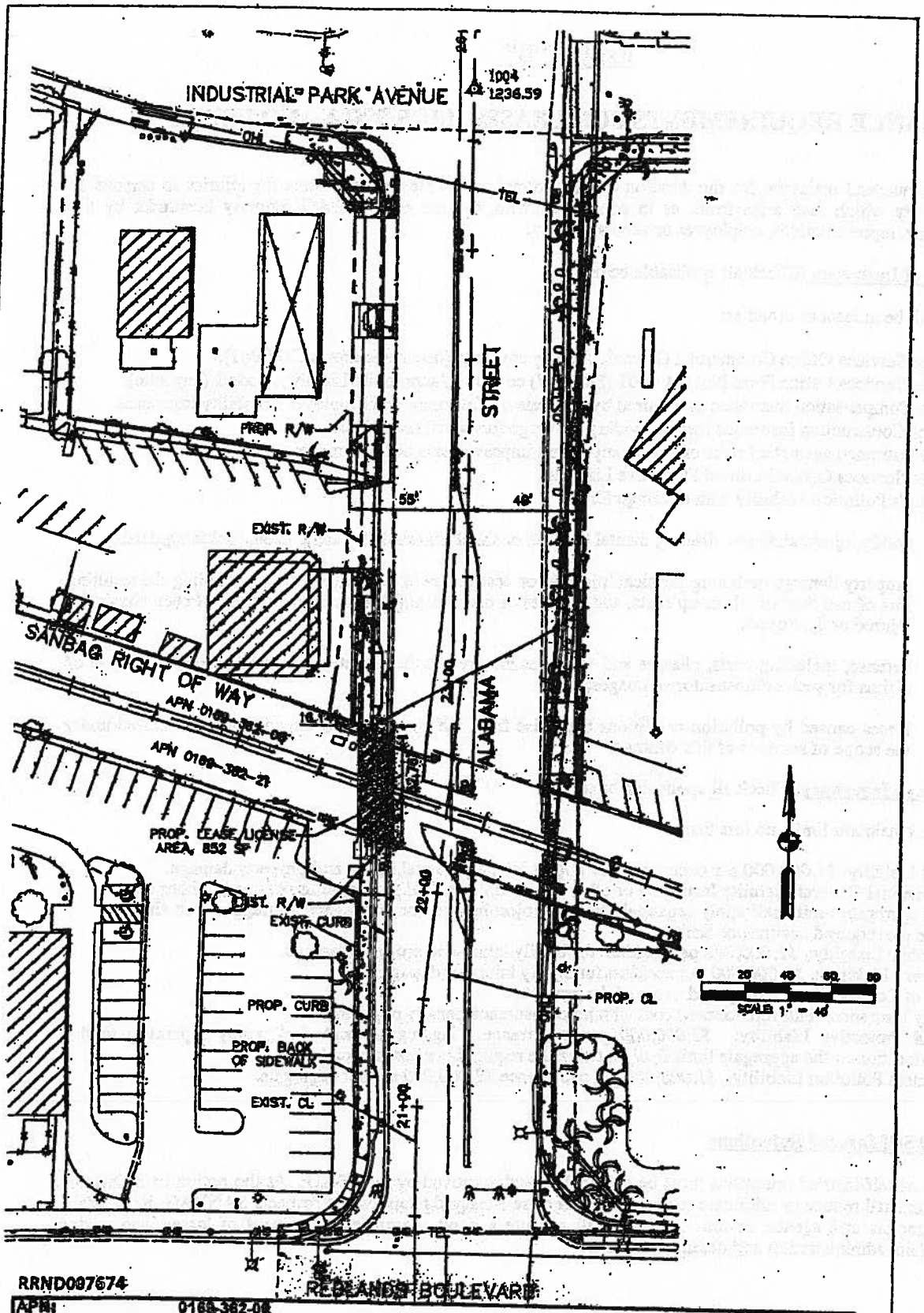
24.20 Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein.

Exhibit "A"

License Property

See Attached

EXHIBIT "A"



RRND097674

APN: 0169-382-05			
Date: 2/7/2013			
Branch/Line: REDLANDS	Mile Post: SANBAG 7.3	Lessee/Licensee: CITY OF REDLANDS	Governments SANBAG Working Together
County: SAN BERNARDINO	Nearest Cross Street: ALABAMA ST	SANBAG File Number:	SAN BERNARDINO ASSOCIATED GOVERNMENTS
Area: 852 SQ. FT.	City: REDLANDS	Scale: NTS	1170 W. 3rd Street, 2nd Floor
Map Reference: RND 3	Use: STREET WIDENING	Thomas Guide Grid: 607 H6	San Bernardino, CA 92410-1715

Exhibit "B"

INSURANCE REQUIREMENTS FOR LEASES, LICENSES, AND PERMITS

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

Minimum Scope of Insurance (Check all applicable boxes)

Coverage shall be at least as broad as:

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

  a. bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

  b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

  c. defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and

  d. losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

Minimum Limits of Insurance (Check all applicable boxes)

Licensee shall maintain limits no less than:

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

Deductibles and Self-Insured Retentions

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

Exhibit "B"

Other Insurance Provisions

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

1. SANBAG, its subsidiaries, officials, employees, contractors and agents are to be covered as insured parties as respects: liability arising out of activities performed by or on behalf of the Licensee; products and completed operations of the Licensee; premises owned, occupied or used by the Licensee; and automobiles owned, leased, hired or borrowed by the Licensee. The coverage shall contain no special limitations on the scope of protection afforded to SANBAG, its subsidiaries, officials and employees.

2. For any claims related to this project, the Licensee's insurance coverage shall be primary insurance as respects SANBAG, its subsidiaries, officials, employees, contractors and agents. Any insurance or self-insurance maintained by SANBAG, its subsidiaries, officials and employees shall be excess of the Licensee's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SANBAG, its subsidiaries, officials, employees, contractors and agents.

4. The Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either a party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SANBAG.

6. Workers' Compensation and Employer's Liability policies shall contain the inclusion of the SANBAG, its Subsidiaries, officials and employees as additional insured, or provide a waiver of subrogation.

Course of construction policies shall contain the following provisions:

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

Acceptability of Insurers

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

Verification of Coverage

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

Contractors and Subcontractors

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

Exhibit "C"

Permitted Hazardous Materials

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

Exhibit "D-1"

Additional Provisions

1. **Paving and Fencing.** Licensee will pave License area with asphalt or concrete, and Licensee will construct a chain link fence (or better quality) measuring a minimum of six (6) feet high around the entire perimeter of Premises described in Exhibit "A". Licensee shall be responsible for the total expense of fencing and asphalt.

2. **Importation of Soil/Fill Dirt.** Licensee shall not bring upon or use any Import Soil on the Premises in conjunction with any purposes allowed under this Agreement, until said Import Soil has been laboratory tested by a *certified hazardous waste testing laboratory* and the test results have been approved by SANBAG's Environmental Consultant. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as Clean Soil to the reasonable satisfaction of SANBAG's Environmental Consultant.

3. **Maintenance of Premises.** Licensee shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking, and graffiti and from occupancy by transients/homeless persons or individuals. Licensee shall be fully responsible for ALL maintenance and maintenance of adjoining SANBAG property that is required or necessary in connection with Licensee's use of Premises.

4. **Protection of Underground and Aboveground Installations.** Licensee shall ensure that it and Licensee's Parties protect, from and against any and all damage, all underground and aboveground installations and improvements, such as pipes, fiber optic lines and wires, which may be impacted by any work on or any use of the Premises by Licensee.

5. **Improvements.** Both Licensee and SANBAG acknowledge that the Premises is Licensed in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Licensee's needs will be the sole responsibility and at the sole cost of the Licensee and subject to SANBAG's prior review and approval, which may be withheld in SANBAG's sole and absolute discretion. No permanent structures may be constructed on the premises without SANBAG's prior written approval. Licensee will be responsible for the removal of all permitted improvements upon termination of License.

6. **Utilities.** Licensee shall pay for any and all utilities for its benefit, security and use.

7. **Warranties.** SANBAG makes no warranties as to the suitability of the location for Licensee's intended use, and Licensee assumes all risks as to zoning, visibility, traffic count or any other factors which may effect Licensee's intended use of the premises.

8. **Zoning or Permitting.** Any permits, inspection fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, and any labor expenses for the installation or maintenance of any permitted improvements are the Licensee's sole responsibility. Copies of permits are to be readily available for inspection by SANBAG personnel.

9. **Signage.** NO SIGNS PERMITTED on, or along the perimeter of the Premises are permitted unless such signs were requested and approved under Licensee's original proposal and covered by the required insurance.

Exhibit "D-2"

SANBAG General Notes

1. All personnel entering the railroad right-of-way shall comply with SANBAG and BNSF requirements. Failure to comply will be grounds for termination of work and revocation of the Right-of-Entry (ROE) permit.

2. Prior to the start of construction and at the contractor's expense, all personnel including subcontractors and third parties shall complete BNSF's Contractor Safety Training course.

3. The ROE permittee shall pay for all flagging, inspections, and review costs as required in the ROE permit. Work beyond the hours of 7 am to 5 pm, Monday through Friday, will be charged at 1.5 times the standard hourly rate.

4. The contractor shall adhere to all requirements set forth by SANBAG, BNSF, the ROE permit, project plans and specifications, and the job site BNSF flagman/Employee-in-Charge (EIC). The BNSF flagman/EIC has sole responsibility to protect the railroad infrastructure and operations. At all times, the Contractor shall follow the flagman/EIC's direction.

5. All persons entering the railroad right-of-way shall have taken the BNSF safety training course.

6. No work shall be performed within the railroad right-of-way without a Right-of-Entry permit, flag requests submitted to BNSF and a BNSF flagman/EIC present during all construction and related activities.

7. The contractor shall comply with all environmental and third party permits as required by the work.

8. The contractor shall make the necessary arrangements for each equipment operator to have constant and direct radio contact with their foreman. The foreman will in turn have constant and direct contact with the BNSF flagman/EIC.

9. The contractor shall have the permitted stamped set of plans on-site. Work will be terminated by SANBAG should no stamped plans be on-site.

10. The contractor shall contact Maureen Lucey-Smith at Epic Land Solutions, SANBAG's property administrator, (951) 321-4744, 48-hours in advance for any inspections required in the ROE permit.

11. The movement of trains is unpredictable. Trains may approach the job site in any direction, at any speed, at any time, and may stop and occupy the track within the contractor's work zone for an undetermined period of time.

12. No personnel shall cross any track without the approval from the BNSF flagman/EIC.

13. Only the BNSF flagman/EIC is permitted to perform flagging operations within the railroad right-of-way.

Licensee	SANBAG

Initials

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: **19**

Date: April 11, 2013

Subject: Unmet Transit Needs Public Hearings and Findings

Recommendation:* 1. Review the testimony from the September 2012 Unmet Transit Needs Public Hearings.

2. Adopt Resolution R 13-043 of the San Bernardino County Transportation Commission Unmet Transit Needs Findings.

Background: During September 2012, SANBAG, acting as the County Transportation Commission, held two public hearings for the Mountain/Desert Region in the San Bernardino County in response to the Transportation Development Act (TDA) requirement to obtain testimony regarding unmet transit needs that can be reasonably met (PUC §99238.5 and 99401.5). The first meeting was held on September 17, 2012, in Hesperia, covering the upper desert and the second meeting was held on September 27, 2012, in Joshua Tree covering the lower desert region. The governing bodies of the Victor Valley Transit Authority (VVTA) and the Morongo Basin Transit Authority (MBTA) served as the hearing boards.

Attachment A provides the definitions of "unmet transit needs" and "reasonable to meet" adopted by the Commission on August 1, 2012. The definitions have been used to determine the recommended formal findings contained in

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.
BRD1304a-ns
Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/Res%2013043.docx
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1304/AgendaItems/BRD1304a2-ns.pdf

Resolution R 13-043. Attachment B is Resolution R 13-043 that contains the formal findings from the public hearing process. Attachment C provides a summary of the testimony received and recommended staff response.

Upper Desert Region

Victor Valley Transit Authority Service Area:

- Service expansion requests, to increase service frequency and coverage;
- Service connectivity and fare structure;
- Additional bus stop requests at the Juvenile Detention Center, Santiago mobile home estates and on Route 43 as well as a general request shelters and benches through the service area;
- Adding Sunday Service;
- Service expansion for Lucerne Valley and Outlying Area;
- Service Performance;
- Down-the-Hill Transportation Service;
- Service Animal Policy;
- Driver Stop Announcement;
- North Desert/Barstow Area would like to see a subsidized fare for the low-income population.

Lower Desert

Morongo Basin Transit Authority Service Area:

- Service expansion requests to Banning/Beaumont, to Johnson Valley and Wonder Valley and Landers Loop;
- Preventative Maintenance concerns related to seatbelts, signals and general maintenance of the bus;
- Ready Ride concerns related to wheel-chair position in a vehicle, waiting time, missed pick-ups, waiting times and carry-on package policy;
- On-Time Performance;
- Adding Sunday Service;
- Bus Stop Improvements, including shelters, for stops on existing routes;
- Rider compliments.

During this hearing process, it was determined and is recommended that a finding of unmet needs can reasonably be met and that VVTA be directed to implement Sunday Service potentially in conjunction with other service modifications. In accordance with the TDA farebox exemption statue which allows for up to three years to test new services before applying minimum fare box standards, it's also recommended at least a two-year trial period to operate and market this new service. It's important to note that during the past seven (7) unmet needs hearings

adding Sunday service was a major request. During previous hearings, VVTA was not able to reasonably meet this request due to the expenses to revenue and the ability to generate sufficient ridership. At this time VVTA has the ability to implement this service without a major impact to their budget and is looking towards implementing Sunday service that will best generate the most ridership.

Financial Impact: This item has no direct financial impact on the adopted budget

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on March 14, 2013.

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

BRD1304a-ns
Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/Res%2013043.docx
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1304/AgendaItems/BRD1304a2-ns.pdf

Attachment A

Definitions of "Unmet Transit Needs" and "Reasonable to Meet" adopted by the San Bernardino County Transportation Commission Board of Directors on August 1, 2012

Unmet Transit Needs: Unmet transit needs are any deficiency in the provision of public transit services, specialized transit service or private for-profit and non-profit transportation.

Reasonable to Meet: Reasonable to meet is a determination to be made based upon the following guidelines, performance and financial standards:

A. Community acceptance – The proposed service has community acceptance and support as determined by the Unmet Transit Needs public hearing record, the inclusion of adopted programs and plans, the adoption of governing board positions and other existing information.

B. Timing

1. The proposed service shall be in response to an existing rather than future need

2. The proposed service shall be implemented consistent with the timing for federal and state grant approval if such a grant is the most appropriate primary method of funding.

C. Equity – the proposed service shall:

1. Not unreasonably discriminate against or in favor of any particular segment of the community.

2. Not result in reduced service levels for other parts of the transit system that have equal or higher priority.

3. Require a subsidy per passenger generally equivalent to a 120% of similar services being operated within the first two full fiscal years of operation unless overriding reasons so justify.

D. Cost effectiveness – the proposed service shall:

1. Not duplicate other existing transportation services or resources.

2. Consider opportunities for coordinating amount adjoining public entities or with private transportation providers and/or funding agencies in order to maximize existing

resources (including financial) as well as legal or customary responsibilities of other entities such as social service agencies, religious organizations and schools.

3. Not adversely affect the operator's ability to meet the required ratio of fare revenue to operating cost after two full fiscal years of operations.

4. Meet a productivity level of 80% of the average number of passengers per hour for similar services being operated within the first two full fiscal years of operation unless overriding reasons so justify.

E. Operational feasibility – The proposed service must be safe to operate, including the operation of vehicles on adequately maintained roadways.

BRD1304a-ns
Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/Res%2013043.docx
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1304/AgendaItems/BRD1304a2-ns.pdf

ATTACHMENT B

San Bernardino Associated Governments
Transportation Development Act – Unmet Transit Needs Public Hearing
Upper Desert Region – September 17, 2012

Testimony	Response
Note: Comments include both testimony given at the VVTA public hearing on September 17, 2012 or otherwise provided in writing to SANBAG.	
SERVICE EXPANSION REQUESTS **Service Frequency and Coverage** • Need to extend the ½ hour frequency to 5:30 a.m. on Route 31 and Route 45. *Terry Martini, Adelanto* *Peggy Funk, via email* • Increased frequency to every ½ hour is needed on Routes 41 and 52. *Terry Martini, Adelanto* • Connections from Route 23 to Routes 40, 41, or 47 are difficult because of the 1 hour headway. Need to shorten route 23 and create a bus that stays in the area. *Robert Hanna, Lucerne Valley* • Need for NTC route to add Barstow Jr. High School as a drop-off and p/u location *Donette Kendall, Apple Valley* *Debra Petrillo, Barstow* • Need for earlier and later buses and more frequent routes, especially on routes that service schools *Hasan Hasan, Adelanto* *Alyssa Hackett, Apple Valley* • Suggests that a small circulator be created for residents of Just Ranch and Spring Valley to travel to the Apple Valley shopping areas. *Teresa Olivo, Dept. of Aging and Adult Services* • No service to Brewster Park or the trailer park at Waterloo and Dale Evans. Nearest stop is a mile away *Lia Hamilton, Apple Valley* • Need a bus that can deviate and service the medical facilities on Corwin *Lia Hamilton, Apple Valley*	These recommendations for ***increased service frequency, greater coverage*** and ***more days of operation*** are being assessed and addressed through the Comprehensive Operational Analysis (COA) that VVTA is currently conducting. An in-depth analysis of most aspects of VVTA's services, its recommendations provides a long-term plan for VVTA for the next five to seven years. The COA recommendations will be available for public comment early in 2013.

Testimony	Response
Note: Comments include both testimony given at the VVTA public hearing on September 17, 2012 or otherwise provided in writing to SANBAG.	
Service Connections and Fares • Need for improved connectivity between buses. Currently missing transfers during peak hours • Deviation route to Hesperia Lake is too expensive *Lee Ann Mercer, Hesperia*	These issues of ***service connectivity*** and fare ***structure*** are being assessed and addressed through the Comprehensive Operational Analysis (COA) that VVTA is currently conducting. An in-depth analysis of most aspects of VVTA's services, its recommendations will provide for a long-term plan for VVTA for the next five to seven years. The COA recommendations will be available for public comment early in 2013.
Juvenile Detention Center Service Request • A stop is needed at the High Desert Juvenile Detention Center- 21101 Dale Evans Parkway, Apple Valley. Visitors, largely parents and many dependent upon public transit, travel here on Monday through Thursday for visiting hours from 4:30 p.m. to 9 p.m. There are 110 minors housed at the facility and 30 to 40 family members visit weekly. *Peter Bockman* *High Desert Juvenile Detention and Assessment Center*	This facility is approximately 6 miles beyond Route 40's Wanaque/ Serrano and Carlisle stops, at its northernmost locations. At present, it is not feasible to serve the Detention Center. However, VVTA is encouraged to consider future year tripper-type services that might provide periodic service, perhaps just several nights a week, if other northward Apple Valley destinations can also be served. Further, facility administrators may wish to pursue vehicle donation opportunities – through VVTA – where visiting parents could conceivably be met at the Route 40 stops. The Detention Center would become responsible for maintaining and operating the vehicle, to assist family members in making connections to or from available public transit. If no such vehicle was anticipated from the VVTA vehicle replacement program, the Detention Center may be eligible for a capital project through the March 2013 High Desert JARC/ New Freedom grant cycle.
Sunday Service • Riders need [restoration of] Sunday service in order do shopping, go to the mall, pharmacy to get medicine, go to church and go to work and maintain independence. *Laura Mancha, Rolling Start* *Terry Martini, Adelanto* *Robert Hanna, Lucerne Valley* *Cruz Vizcaino, Victorville* *Hasan Hasan, Adelanto* *Alyssa Hackett, Apple Valley*	Recommend that this is a finding of unmet need that can reasonably be met and that the VVTA be directed to implement Sunday service, potentially in conjunction with other service modifications that are recommended through the COA process. In accordance with the TDA fare box exemption statute which allows for up to three years to test new services before applying minimum fare box standards, SANBAG recommends at least a two-year trial period to operate and market this new service. It is further recommended that the specific operational design be focused on serving work and work-related trips, such as retail jobs where employees have Sunday shifts. Addition of Sunday service often creates increased weekday ridership as well.

Testimony	Response
Note: Comments include both testimony given at the VVTA public hearing on September 17, 2012 or otherwise provided in writing to SANBAG.	
Lucerne Valley and Outlying Area Service Request • Need extended late night service in Lucerne Valley after 7pm especially during the minor league baseball season in Adelanto for the Mavericks games. • Route 23 only services Foothill and Mesa on return from Apple Valley and makes for a 1½ hour trip. • Currently no return trip from Lucerne to Foothill, Mesa, Esmeralda and Crystal Creek roads. *Robert Hanna, Lucerne Valley*	These recommendations for additional service to ***Lucerne Valley and outlying area services*** are being assessed and addressed through the Comprehensive Operational Analysis (COA) that VVTA is currently conducting. COA recommendations will be available for public comment early in 2013.
Service Performance • Missed connections with deviated route from route 40. Stranded after missing deviation pick-up on last bus of the evening, put to voice mail. No one was manning the phone after hours. *Lia Hamilton, Apple Valley*	VVTA's COA will address service performance matters and will make specific recommendations to improve service reliability. Additionally, VVTA is directed to review any safe-ride-home practices, including procedures and timing of dispatch at the end of the day and in communication protocols between paratransit and fixed-route dispatch. Such procedures, and any last run procedural clarifications, should be communicated to the ridership in a variety of ways.
Down-the-Hill Transportation Service • Lifeline service is helpful, but down-the-hill services is needed more than three times per week *Lee Ann Mercer, Hesperia* B-V Link services is very helpful in getting low-income people from Barstow to Apple Valley [and now on to the San Bernardino Valley]. *Sheri Randolph, Desert Manna*	The new service between Barstow, Victorville and San Bernardino, called the B-V Link was initiated in January 2011 and expanded Oct. 1st, 2012 to originate in Fort Irwin National Training Center. Three days a week, there are two daily roundtrips from Fort Irwin and four daily round trips between Victorville and the San Bernardino Valley Operating grants to make this possible only fund the Lifeline service at its current three-day-a-week schedule. This service was a recommendation of the ***2009 Victor Valley Long Distance Commuter Needs Assessment.*** That study concluded that there was insufficient demand to support a VVTA fixed-route commuter service. VVTA's new van pool service commenced this fall to address down-the-hill trip needs for work and other commute purposes and is proving highly successful. This also was a recommendation of the ***2009 Commuter Needs Assessment.*** The program provides up to $400 monthly to each vanpool riders' commuting expense. Early indications suggest this is being well utilized. The program will is now open to general public. For more information, send an email to: vanpool@vvta.org Or visit www.vvta.org/vanpool

Testimony	Response
Note: Comments include both testimony given at the VVTA public hearing on September 17, 2012 or otherwise provided in writing to SANBAG.	
North Desert/ Barstow Area • B-V Link services is very helpful in getting low-income people from Barstow to various destinations. However there is still a need for free transportation – Desert Manna was initially provided with 50 free round trip tickets that were helpful but the organization has no funds with which to purchase more. • Need more subsidized fares for the low-income population that uses the BV-Link. These fares, while low for the general public, are still difficult for those of lowest income who need to use health care services in the San Bernardino Valley. *Sheri Randolph, Desert Manna*	With regard to B-V Link fares, public transit programs cannot routinely provide free fare tickets – initial promotion was a time-limited exception. And unfortunately the grant funding supporting the BV Link explicitly disallows providing ongoing funds for fare subsidy or fare card purchasing with transit funding. The human service agency is encouraged to seek philanthropic funding for this. VVTA is encouraged to review the B-V Link fare structure within its COA analysis, given that the B-V Link ridership has been solid and actual operating experience exists, to report on its fare box recovery rate. Current fares approximate 20 cents per mile for these long trip legs. The fare structure should be reviewed at the fiscal year end, in the context of the high ridership levels the service has attracted. Unfortunately, it is not feasible to comply with state law regarding minimum fare box requirements and offer fare reductions or discount group ridership rates. Finally, Desert Manna administrators may wish to pursue grant funding to secure a vehicle to provide trips that cannot be served by public transportation. The agency could pursue procuring a donated vehicle from VVTA to meet some of its consumers' trip needs. Also it is eligible for the March 2013 vehicle grant program, FTA 5310 state-level competition that Caltrans manages.
BUS STOP AMENITIES – Benches/ New Stops/ Wheelchair Pads • More shelters and benches to aid the travel of persons with disabilities *Laura Mancha, Rolling Start* • A stop is needed at the Santiago Mobile Home Estates. Clear cemented area near High School *Florence Macy, Apple Valley* • Stop on Route 43 past Nisqually is just dirt and when it rains someone will get stuck in the mud. *Florence Macy, Apple Valley*	VVTA Administrators should undertake improvements that may be possible to existing stops within currently budgeted funds. The COA is expected to provide recommendations by which to prioritize bus stop improvements. Additionally, for stop improvements that cannot otherwise be funded, VVTA should continue to work with the Cities to make application for JARC/ New Freedom funding during the next funding cycle and to SANBAG's Title III call for projects. Both grant programs will be making funds available during 2013. Such stop improvements are eligible projects for both funding sources.

Testimony	Response
Note: Comments include both testimony given at the VVTA public hearing on September 17, 2012 or otherwise provided in writing to SANBAG.	
Driver Stop Announcement • Drivers are sometimes reluctant to announce the next stop which is difficult for those that are visually impaired. *Laura Mancha, Rolling Start*	VVTA is directed to ensure its contractor undertakes additional driver training to address and review existing policy with regard to federal Americans with Disabilities Act (ADA) stop announcement requirements and with respect to service animal regulations. Resources to facilitate this include excellent training tools available through Easter Seal's Project Action and regulatory summaries from FTA and the US Dept. of Civil Rights: **Project Action -** ***ADA Stop Announcement Program: Training Transit Operators and Supervisors on Calling Out Stops*** http://bussafety.fta.dot.gov/uploads/resource/3174_filename **Federal Transit Administration -** ***ADA Regulatory Changes – Fact Sheet (Updated May 2011)*** http://www.ada.gov/regs2010/factsheets/title2_factsheet.html **US Dept. Civil Rights Division -** ***ADA 2010 Revised Service Animal Requirements*** http://www.ada.gov/service_animals_2010.htm
Service Animal Policy • Operators must recognize that service animals are not pets and play a vital role in the life of the person who relies upon them. *Laura Mancha, Rolling Start*	

ATTACHMENT C

San Bernardino Associated Governments
Transportation Development Act – Unmet Transit Needs Public Hearing
Morongo Basin/Lower Desert Region – September 27, 2012

Morongo Basin/ Lower Desert Region	
Testimony	**Response**
Note: Comments include both testimony given at the MBTA public hearing on September 17, 2012 or otherwise provided in writing to SANBAG.	
Concerned about vehicle preventative maintenance on the bus; bus signal for stopping may not be working; wants to ensure that bus driver is not responsible for everything. Concerned about safety and seat belts, needing better seat belts for persons in wheel chairs which use two spaces but only one wheelchair seatbelt seems to be available. Concerned this will not be enough to stop a wheelchair [in the event of a bus accident]. *Debra Sands, Yucca Valley*	MBTA vehicle maintenance follows all Federal Transit Administration and California Highway Patrol prescribed requirements. MBTA maintenance practices are inspected annually by the California Highway Patrol under its terminal inspection program. MBTA currently holds a "satisfactory" inspection certificate indicating no concerns. Additionally, all vehicles are subject to a mandatory internal Preventative Maintenance Schedules and daily preventative maintenance checks.
SERVICE TO OUTLYING AREAS – **Wonder Valley and Johnson Valley** Reach-Out 29 is concerned about unmet transportation needs due to cuts in the budget of San Bernardino County DAAS [Dept. of Aging and Adult Services]. We are seeing significant needs in Wonder Valley, among other areas outside of Morongo Basin communities along 29 Palms Highway: • Along dirt roads in three miles from nearest paved roads • To destinations that include medical apts. / doctors' offices. *Robin Schlosser, Reach-Out Morongo* Johnson Valley, even service once daily to and from the Johnson Valley Improvement Association would be extremely helpful. *Atia Baig, DAAS for Betty Munson, Gloria Williams, John Withrow and Marilyn Kuder of Johnson Valley* Desiring Johnson Valley service beyond the existing terminus of Rt. 21 at Linn Rd. and Highway 24. *William Jenson, Landers*	MBTA is still working to implement and improve its core services, ensuring on-time performance and moving towards more frequent service and so cannot provide additional or expanded services to Johnson Valley or Wonder Valley at this time. Resources for these outlying areas include: 1. MBTA's Route 34 on Tuesday and Wednesday mornings, for service within 17 miles to the east of Adobe Road on Amboy Rd.- 7 miles to the east on Hwy 62 near Godwin Rd. for trips to the north and south of those roads up to approx. two to three miles. 2. The V-Trans and DAAS-administered volunteer driver mileage reimbursement program which recently received a grant from MBTA's TAG program for expanded service. SANBAG encourages the MBTA to track trip requests and demand levels from these areas over the next year to determine whether additional service could have a reasonable prospect of meeting the agency's minimum productivity requirements and therefore be considered for implementation.

Morongo Basin/ Lower Desert Region	
Testimony	**Response**
Note: Comments include both testimony given at the MBTA public hearing on September 17, 2012 or otherwise provided in writing to SANBAG.	
READY RIDE –Service Issues and Guidelines Ready Ride appears to have gone from a two-wheelchair position vehicle to a one-wheelchair position vehicle. Debra Sands, • ReadyRide – insufficient room for two persons in wheelchairs but Ready Ride will only accept a single wheelchair rider at a time. The second person has to wait for a return vehicle; need larger vehicles or more wheelchair capacity. • ReadyRide – each month on the first and third of the month when SSI and SSC checks come out; the two Ready Ride buses in Joshua Tree are often at capacity during these first days of the month. *Phyllis Kimes, Joshua Tree, as reported by Atia Baig, DAAS* Ready Ride did not pick up an individual on three separate occasions in Yucca Valley. *Atia Baig, DAAS* DAR requires waiting at both ends of the trip; takes a big portion of the day to use DAR. *Kari Grimes, Morongo Basin Senior Support Center* DAR rider picked up with other riders who live in the north 40, far out of town. She is late because they are picked up first. Need an additional van so that people in town can be picked up together and those on outskirts picked up by themselves. *Kathi Schmidt [via telephone]*	**Wheelchair Positions and Capacity Problems on Ready Ride** - The mid-term changes include some service modifications which will introduce some modifications to service provision. However, the COA recommends no changes to the vehicle type which would have increased the number of wheel chair positions on MBTA vehicles. Dispatch staff will monitor passenger reservations and note when vehicle wheelchair boarding capacity is exceeded and invite riders to take a later trip. Similarly, riders are encouraged to travel in the mid-day, off-peak periods during these high use times to increase the likelihood of sufficient space on-board the vehicles. All MBTA Ready Ride vehicles are equipped with two mobility device securement locations. However, on rare occasions, the driver has encountered a situation where only one person in a wheelchair can be loaded at a time, due to the length of the mobility device. When this occurs, dispatch does its best to make arrangements for a rider that is inconvenienced. **Ready Ride Trip Scheduling** – MBTA dispatch will review and consider the ride-times of individual riders and if possible modify the size of the batched trips, if it seems that ride-times are becoming excessive. Passengers are encouraged to remember, however, that Ready Ride is a shared-ride service and cannot provide direct point-to-point transportation for individuals.

Morongo Basin/ Lower Desert Region	
Testimony	**Response**
Note: Comments include both testimony given at the MBTA public hearing on September 17, 2012 or otherwise provided in writing to SANBAG.	
Ready Ride - Carry-on Package Policy Ready Ride – it would be helpful to increase the number of carry-on items; allowing six grocery bags would be helpful. *Phyllis Kimes, Joshua Tree, as reported by Atia Baig, DAAS*	**Rider Policies Regarding Packages** – MBTA policy currently allows six (6) grocery bags per rider. This is a generous policy and in light of the capacity issues for Ready Ride, it is not feasible to increase the number of allowable carry-on items. Existing policy should be reviewed, in terms of how clearly it is communicated to rider, in print, on-line, and posted on the buses.
ON TIME PERFORMANCE Sometimes buses are running early and they don't stop to wait. If one is not at the stop the MBTA buses won't wait at the stop until the scheduled departure time. *Atia Baig, DAAS*	MBTA's recent COA did identify challenges experienced by the operator with regard to on-time performance, noting a system-wide level of performance of 78 percent on-time. Sometimes when drivers realize they will be running late, they may leave stops early to off-set later eroding schedules. The MBTA is in the process of implementing COA recommendations with regard to improving on-time performance at the earliest possible timeframes and the schedules are being revised accordingly with appropriate advance notice of these changes to be provided the ridership public.
LANDERS LOOP and WEEKEND SERVICE Saturday and Sunday service would be very helpful to residents. *Atia Baig, DAAS* Need more dial-a-ride service on Saturdays and Sundays. *Mary Lou Almond, Joshua Tree*	MBTA's COA provided for recommendations for adding Sunday service and plans to do so effective July 1st, 2013. Some increase in fares is expected to accompany this, the first fare increase to the system since the late 1990's.
ROUTE 30 STEP STOOL It would be helpful if Route 30 could have a stepstool like Route 31 does. *Regina Wagner, as reported by Teresa (MBTA)*	This Route is normally served by a low-floor bus which most riders can readily step into, negating the need for a stool.

Morongo Basin/ Lower Desert Region	
Testimony	**Response**
Note: Comments include both testimony given at the MBTA public hearing on September 17, 2012 or otherwise provided in writing to SANBAG.	
BUS STOP/ TURN-OUT LANE Need a bus near Sunburst and Highway 62, near the anticipated Dollar Tree Store. We need a safe turn-out lane making it safer for passengers to get on or disembark the bus. *Mary Lou Almond, Joshua Tree* Need a shelter at Avalon and Paxton as it is a very busy stop. *Janice Simes as reported by Teresa (MBTA)*	A request has been made to County Land Use Planning that the Dollar General project provide this amenity. Such improvements are outside of the authority of the MBTA. The Avalon and Paxton stop was evaluated by MBTA staff and stop improvements are not scheduled for this location.
SERVICE ROUTING AND FREQUENCY • Need more direct route between Joshua Tree FROM Twenty-nine Palms. • Dial-a-Ride service takes a long time; riders have to wait a long time. • There is no stop near facility at all; seniors are walking a distance. • Increase the number of routes. *Kari Grimes, Morongo Basin Senior Support Center, Yucca Valley*	As noted, MBTA's Ready Ride program is a shared-ride service. While not as convenient as driving one's own vehicle, it does provide some level of transportation assistance. Dispatch is directed to review passenger wait times to this facility to determine if there are any extended waits longer than the existing policy of pick-up window within 45 minutes of rider's scheduled pick-up times. The MBSCC is located along the current Route 7A. MBTA has installed a stop and bench at this location.
COMPLIMENTS - Many seniors use Dial-a-Ride; it is a wonderful service. - Thank you for the rides and the great service. - Thank you for the drivers and dispatch. - Residents of Morongo Basin appreciate the TREP mileage reimbursement program. *Atia Baig, DAAS // Regina Wagner // Janice Simes*	Service compliments are always nice to receive and reflect the appreciation of the MBTA program and its drivers by its riders.

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 20

Date: April 11, 2013

Subject: Resolution for Approval of State Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account Certification and Assurances

Recommendation:* Adopt Resolution No. 13082 Authorization for the Execution of the Certifications and Assurances for the Public Transportation Modernization, Improvement, and Service Enhancement Account Bond Program

Background: The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, approved by the voters as Proposition 1B in November 2006, included a directive that approximately $3.6 billion be deposited into the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA). These funds can only be used on capital projects and are allocated according to Public Utilities Code Section 99313 (population based) and Section 99314 (revenue based).

The State of California Department of Transportation (Caltrans) requires an executed "Certifications and Assurances" with project applications, which outlines special requirements with which grantees must comply in

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1304c-az

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/R13082.doc

http://portal.sanbag.ca.gov/mgmt/workgroups/plan/statefederalfund/otherstatefunds/Shared%20Documents/PTMISEA%20Cert%20and%20Assurance.doc

order to receive PTMISEA funds. A sample is attached. Caltrans requires that grantees (SANBAG) submit an authorizing resolution from their governing board that approves the submission of the Certifications and Assurances, as well as the following actions:

1. Authorizes San Bernardino County Transportation Commission (SANBAG) to accept PTMISEA funds, and

2. Authorizes SANBAG Executive Director to execute the Certifications and Assurances, future funding agreement(s) and other relevant documents necessary for funding and completing PTMISEA-funded projects.

3. Identifies PTMISEA projects that are not included in the most recent short-range transit plan.

The resolution includes the following projects identified in the Proposition 1B PTMISEA expenditure plan approved by the SANBAG Board at its March 2012, meeting.

1. City of Rialto Metrolink Station Parking Lot Project - $1,500,000.

2. San Bernardino Downtown Passenger Rail Line Extension Project- $5,000,000.

3. Redlands Rail Line Phase I Construction Project - $14,791,785.

Financial Impact: This item is consistent with the SANBAG Fiscal Year 2012/2013 Budget, Task No. 0373.

Reviewed By: This item was reviewed and unanimously recommended for adoption by the Commuter Rail Transit Committee on March 14, 2013. SANBAG General Counsel has reviewed this item and the Resolution.

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

RESOLUTION NO. 13-082

***RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION DESIGNATING ITS AUTHORIZED AGENT AND AUTHORIZING THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES FOR THE PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT, AND SERVICE ENHANCEMENT ACCOUNT BOND PROGRAM**

WHEREAS, the San Bernardino County Transportation Commission (SANBAG) is an eligible project sponsor and may receive state funding from the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 88 (2007) named the California Department of Transportation (Department) as the administrative agency for the PTMISEA; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing PTMISEA funds to eligible project sponsors (local agencies); and

WHEREAS, SANBAG wishes to designate the SANBAG Executive Director as its Authorized Agent to act on behalf of SANBAG and to delegate authority to execute these documents and any amendments thereto to the Executive Director; and

WHEREAS, SANBAG is programming PTMISEA funds for City of Rialto Metrolink Station Parking Lot Project ($1,500,000), San Bernardino Downtown Passenger Rail Line Extension Project ($5,000,000), and Redlands Rail Line Phase I Construction Project ($14,791,785).

NOW, THEREFORE, BE IT RESOLVED by the San Bernardino County Transportation Commission (SANBAG):

*

Approved
San Bernardino Associated Governments

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

_____

BRD1304c-az

Section 1. That the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all PTMISEA funded transit projects.

Section 2. That the SANBAG Executive Director is designated as SANBAG's Authorized Agent for the PTMISEA program and the Executive Director is authorized to execute all required documents of the PTMISEA program and any amendments thereto with the California Department of Transportation.

Section 3. That the foregoing recitals are true and correct.

Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Bond Program

Certifications and Assurances

Project Sponsor: ***San Bernardino Associated Governments, acting in its capacity as the San Bernardino County Transportation Commission*("SANBAG").**

Effective Date of this Document: _____.

The California Department of Transportation (Department) has adopted the following certifications and assurances for the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) bond program. As a condition of the receipt of PTMISEA bond funds, project sponsors must comply with these terms and conditions.

A. General

(1) The project sponsor agrees to abide by the current PTMISEA Guidelines.

(2) The project sponsor must submit to the Department a PTMISEA Program Expenditure Plan, listing all projects to be funded for the life of the bond, including the amount for each project and the year in which the funds will be requested.

(3) The project sponsor must submit to the Department a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

(1) The project sponsor certifies that required environmental documentation is complete before requesting an allocation of PTMISEA funds. The project sponsor assures that projects approved for PTMISEA funding comply with Public Resources Code § 21100 and § 21150.

(2) The project sponsor certifies that PTMISEA funds will be used only for the transit capital project and that the project will be completed and remains in operation for its useful life.

(3) The project sponsor certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.

(4) The project sponsor certifies that they will notify the Department of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.

(5) The project sponsor must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.

(6) Any interest the project sponsor earns on PTMISEA funds must be used only on approved PTMISEA projects.

(7) The project sponsor must notify the Department of any changes to the approved project with a Corrective Action Plan (CAP).

(8) Under extraordinary circumstances, a project sponsor may terminate a project prior to completion. In the event the project sponsor terminates a project prior to completion, the project sponsor must (1) contact the Department in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

(9) Funds must be encumbered and liquidated within the time allowed in the applicable budget act.

C. Reporting

(1) Per Government Code § 8879.55, the project sponsor must submit the following PTMISEA reports:

a. Semi-Annual Progress Reports by February 15th and August 15th each year.

b. A Final Report within six months of project completion.

c. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of PTMISEA bond funds. A copy of the audit report must be submitted to the Department within six months of the close of the year (December 31) each year in which PTMISEA funds have been received or expended.

D. Cost Principles

(1) The project sponsor agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 49 CFR, Part

18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

(2) The project sponsor agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PTMISEA funds as a contractor or sub-contractor shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

(3) Any project cost for which the project sponsor has received payment that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by the project sponsor to the State of California (State). Should the project sponsor fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the project sponsor from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

(1) The project sponsor agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the project sponsor, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the project sponsor, its contractors and subcontractors connected with PTMISEA funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the project sponsor, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Project Sponsor pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the project sponsor's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.

(2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the project sponsor's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the project sponsor shall furnish copies thereof if requested.

(3) The project sponsor, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

(1) A project sponsor may lend its unused funds from one year to another project sponsor for an eligible project, for maximum fund use each fiscal year (July 1 – June 30). The project sponsor shall collect no interest on this loan.

(2) Once funds have been appropriated in the budget act, a project sponsor may begin a project with its own funds before receiving an allocation of bond funds, but does so at its own risk.

(3) The Department may perform an audit and/or request detailed project information of the project sponsor's PTMISEA funded projects at the Department's discretion at any time prior to the completion of the PTMISEA program.

SANBAG certifies all of these conditions will be met.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

BY: _____

Raymond Wolfe, Executive Director
San Bernardino Associated Governments

BRD1304c-az

ATTACHMENT I
BOARD RESOLUTION

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 21

Date: April 11, 2013

Subject: Major Local Highway Program and State Local Partnership Program Funding Agreements with San Bernardino County for Projects in the Mountain/Desert Subarea

Recommendation:* 1. Increase the allocation of Measure I Major Local Highway Program funds from $4,747,000 previously approved by the Board of Directors on November 7, 2012, to $5,081,695.

2. Approve Right of Way and Construction Phases Funding Agreement C13054 in the amount of $10,492,330 between the County of San Bernardino, Town of Apple Valley and San Bernardino County Transportation Authority (Authority) for Yates Road, a phase of the Yucca Loma Corridor Project in the Victor Valley subarea, with Authority's share of $8,624,695 funded by $5,081,695 in Major Local Highway Program funds and $3,543,000 funded through the State Local Partnership Program, which will be administered by California Department of Transportation.

Background: Yates Road, between Fortuna Lane and Park Road, is located within the unincorporated area of the County and connects the proposed Yucca Loma Bridge in the Town of Apple Valley to Ridgecrest Road and the proposed Greentree Blvd. in Victorville. These roadways form the future Yucca Loma Corridor. Yates Road will be widened from two lanes to four lanes, including intersection improvements, signal and addition of soundwalls along the community of Spring Valley Lake.

*

Approved:
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1304a-az

http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13054.docx

This Agreement defines funding responsibilities and also serves to delegate construction and construction support services necessary to manage and construct the County's Yates Road project concurrently with the Town's Yucca Loma Bridge project to minimize public inconvenience. Yates Road is a link to the Yucca Loma Bridge and in order for the bridge to operate at its full capacity, the Yates Road improvements are required.

The revised estimate for the Yates Road project is $10,492,330. San Bernardino Associated Governments' (SANBAG) share of the project cost is $8,624,695 (82.2%). The County's share of the project cost is $1,867,635 (17.8%). There is no contribution to this project by the Town of Apple Valley.

On November 7, 2012 the SANBAG Board of Directors approved the allocation of $4,747,000 in Victor Valley Major Local Highway Program (MLHP) funds and $3,543,000 in State Local Partnership Program (SLPP) funds to this project.

Financial Impact: There is no financial impact at this time. Major Local Highway Program funds will be included in the 2013/2014 Budget. The State Local Partnership Program funds will not flow through the SANBAG budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on March 15, 2013. SANBAG General Counsel and Contract Administrator has approved this item and the contract.

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

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13054 Amendment No. _____

By and Between

San Bernardino County Transportation Authority and County of San Bernardino

Contract Description The Construction Phase of Yates Road between Fortuna Lane and Park Road

Board of Director's Meeting Date: 4/3/13

Overview of BOD Action: 1. Increase allocation of funds; 2. Approve R/W and Construction Funding Agreement C13054 for $8,624,695.

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

CONTRACT OVERVIEW

Original Contract Amount	$	5,081,695.00	**Original Contingency Amount**	$	0.00
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	5,081,695.00	**TOTAL CONTINGENCY VALUE**	$	0.00
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	5,081,695.00

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
03/06/13	06/30/17	

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

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. 0516

☐ A Budget Amendment is required. N/A

How are we funding current FY? Funds will be budgeted in future FY.

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

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

$5,081,695 MI Victor Valley MLHP, $3,543,000 SLPP (not in SANBAG Budget)

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Ellen Pollema	Ellen Pollema	3/8/13
Project Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	3/12/13
Task Manager (Print Name)	Signature	Date
Andrea Zureick	Andrea Zureick	3/12/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		3/15/13
Contract Administrator (Print Name)	Signature	Date
W. Stawarski		3/20/13
Chief Financial Officer (Print Name)	Signature	Date

County of San Bernardino

FAS

STANDARD CONTRACT

FOR COUNTY USE ONLY

☒ New ☐ Change ☐ Cancel	FAS Vendor Code	SC	Dept. TRA	A	Contract Number
ePro Vendor Number					ePro Contract Number
County Department: Public Works - Transportation			Dept. TRA	Orgn. TRA	Contractor's License No.
County Department Contract Representative: Eric Jacobsen, Sup. Trans. Analyst			Telephone: (909)387-8166		Total Contract Amount

Contract Type: ☐ Revenue ☒ Encumbered ☐ Unencumbered ☐ Other:

If not encumbered or revenue contract type, provide reason:

Commodity Code	Contract Start Date	Contract End Date	Original Amount	Amendment Amount
			$1,867,635	

Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount
SAA	TRA	TRA	200	2445	14H14218	$ 1,867,635
						$
						$

Project Name: Yates Road Construction

Estimated Payment Total by Fiscal Year

FY	Amount	I/D	FY	Amount	I/D
12/13	1,867,635	I			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the COUNTY, and

Name: San Bernardino County Transportation Authority — hereinafter called AUTHORITY

Address: 1170 W. 3rd Street, 2nd Floor

San Bernardino, CA 92410

Telephone: (909) 884 - 8276 — Federal ID No. or Social Security No.:

Name: Town of Apple Valley — hereinafter called APPLE VALLEY

Address: 14955 Dale Evans Parkway

Apple Valley, CA 92307

Telephone: (760) 240 - 7000 — Federal ID No. or Social Security No.:

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, COUNTY, AUTHORITY and APPLE VALLEY desire to cooperate and jointly participate in a road improvement project along Yates Road, between Fortuna Lane and Park Road, located within the unincorporated area of the COUNTY in Apple Valley (hereinafter referred to as the "PROJECT"); and

Auditor-Controller/Treasurer Tax Collector Use Only

☐ Contract Database	☐ FAS
Input Date	Keyed By

WHEREAS, PROJECT consists of the following: the widening of Yates Road, from Fortuna Lane to Park Road, from two-lanes to four-lanes, including intersection improvements, signal and addition of soundwalls, as more particularly set forth in Attachment "C", attached hereto and incorporated herein by reference; and

WHEREAS, AUTHORITY and APPLE VALLEY previously entered into Contract No. C12227 on April 4, 2012, to construct a new bridge along Yucca Loma Road over the Mojave River at the terminus of Yucca Loma Road (hereinafter referred to as "Yucca Loma Bridge"); and

WHEREAS, AUTHORITY prepared a study referred to herein as the "Nexus Study" in November 2009 in which the document identifies Major Local Highway Program projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, the PROJECT and the Yucca Loma Bridge are identified in the Victor Valley Subarea Major Local Highway Program Project List and the Nexus Study; and the PROJECT and the Yucca Loma Bridge will be carried out in accordance with the policies of the Measure I 2010-2040 Strategic Plan ("STRATEGIC PLAN"), including the use of Development Impact Fees by COUNTY and APPLE VALLEY to pay their shares of the projects' costs; and

WHEREAS, AUTHORITY, COUNTY and APPLE VALLEY wish to enter into this Construction Responsibility and Funding Agreement ("AGREEMENT") for Construction and Construction Support Services necessary to manage and construct the PROJECT concurrently with the Yucca Loma Bridge project to minimize public inconvenience. Yates Road is a link to the Yucca Loma Bridge and in order for the bridge to operate at its full capacity, Yates Road improvements are required; and

WHEREAS, California Streets and Highways Code section 1710 provides that a city and county may agree that the city shall construct designated county highways or portions thereof within the unincorporated territory, the cost thereof to be paid by the county to the city; and

WHEREAS, APPLE VALLEY will serve as lead agency in the construction of the PROJECT and the Yucca Loma Bridge project; and

WHEREAS, construction costs for the PROJECT are estimated to be $10,492,330. AUTHORITY's share of the PROJECT cost is $8,624,695 (82.2%), COUNTY's share of the PROJECT cost is $1,867,635 (17.8%) and APPLE VALLEY's share of the PROJECT is zero (0%) percent, as more particularly set forth in Attachment "A", attached hereto and incorporated herein by reference; and

WHEREAS, AUTHORITY, COUNTY and APPLE VALLEY desire to set forth responsibilities and obligations of each as they pertain to contracting, funding, construction and administration of the proposed PROJECT; and

WHEREAS, it is anticipated that a future amendment to this AGREEMENT will be necessary to reconcile any outstanding payments and each Party's overall contribution for the PROJECT's construction work.

NOW, THEREFORE, AUTHORITY, COUNTY and APPLE VALLEY agree to the following:

1.0 APPLE VALLEY AGREES:

1.1 To serve as the Lead Agency in the construction of the PROJECT In conjunction with the Yucca Loma Bridge project.

1.2 To construct the PROJECT by contract in accordance with the plans and specifications of APPLE VALLEY, which have been reviewed and approved by AUTHORITY and COUNTY, and the Caltrans Design Manual, 20-year design life, to the satisfaction of and subject to concurrence of COUNTY.

1.3 To advertise, award, administer, and initially fund the construction of the PROJECT, in accordance with the provisions of the California Public Contract Code applicable to towns, such as APPLE VALLEY, and require, as well as enforce, compliance by APPLE VALLEY's contractors with all applicable laws and regulations, including Labor Code sections 1720 et seq. and 1770 et seq. that concern the payment of prevailing wages in the same manner as APPLE VALLEY's own public works projects. APPLE VALLEY shall indemnify, defend (with counsel reasonably approved by AUTHORITY and COUNTY), and hold harmless AUTHORITY and COUNTY and their officers, employees, volunteers, and agents from any and all claims, actions, losses, damages, and/or liability as provided in Section 4.

1.4 To require all contractors and vendors working on the PROJECT to have appropriate and adequate insurance coverage for the mutual protection and benefit of the Parties. Except for Workers' Compensation, Errors and Omissions and Professional Liability policies, APPLE VALLEY shall require and ensure that all APPLE VALLEY contractors/subcontractors for the PROJECT shall have insurance policies that contain endorsements naming the COUNTY and AUTHORITY, and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. Such additional insured coverage shall be in the form of ISO additional insured endorsements 20 10 10 01 and 20 37 10 01, which all parties acknowledge to be sufficient.

1.5 To provide adequate inspection of all items of work performed under the construction contract(s) with APPLE VALLEY's contractors or subcontractors for the PROJECT and maintain adequate records of inspection and materials testing for review by COUNTY and AUTHORITY. APPLE VALLEY shall provide copies of any records of inspection and materials testing to COUNTY and AUTHORITY within ten (10) days of APPLE VALLEY's receipt of written demand from COUNTY and AUTHORITY for such records. This shall be included as a PROJECT cost.

1.6 In accordance with the STRATEGIC PLAN, to be responsible for zero (0%) percent share of the actual PROJECT construction costs, as more particularly set forth in Attachment "A" attached hereto and incorporated herein by reference.

1.7 To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) and the Single Audit Act of 1984, as amended, as outlined in the Federal Office of Management and Budget (OMB) Circular A-133, to support AUTHORITY and COUNTY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate Eligible Construction Expenditures and submit to AUTHORITY and COUNTY monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by APPLE VALLEY.

1.8 To submit to AUTHORITY and COUNTY an itemized accounting of actual PROJECT costs incurred by APPLE VALLEY to date and which have not already been paid by AUTHORITY or COUNTY, and an invoice for AUTHORITY's (82.2%) and COUNTY's (17.8%) proportionate shares of the PROJECT costs, as provided herein. Costs shall be amended following acceptance by APPLE VALLEY, AUTHORITY and COUNTY of the final construction cost accounting. APPLE VALLEY shall submit the final accounting and invoice to AUTHORITY and COUNTY no later than one hundred and twenty (120) calendar days following the completion of PROJECT work.

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

1.10 To cooperate in having a PROJECT-specific audit completed by COUNTY at COUNTY's option, upon completion of the PROJECT construction work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with the AGREEMENT.

1.11 To accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into the APPLE VALLEY's designated checking or other bank account. APPLE VALLEY shall

promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

1.12 AUTHORITY and COUNTY are eligible to serve as the "Legally Responsible Person" ("LRP")" for the PROJECT pursuant to the Statewide Construction General Permit, State Water Resources Control Board Order No. 2009-009-DWQ (as amended by Order No. 2010-0014-DWQ), NPDES No. CAS000002 (CGP). However, AUTHORITY and COUNTY hereby authorize APPLE VALLEY to serve as the LRP under the following exceptional circumstances: the PROJECT is a collaborative effort between the AUTHORITY, COUNTY and APPLE VALLEY; the PROJECT is subject to this AGREEMENT, which designates APPLE VALLEY as the Lead Agency for all construction; under the AGREEMENT, the AUTHORITY and COUNTY are not authorized to submit documents required by the CGP.

2.0 COUNTY AGREES:

2.1 In accordance with the STRATEGIC PLAN, to be responsible for 17.8% of the total actual PROJECT construction costs as more particularly set forth in Attachment "A". Except as provided in Paragraph 4.12, COUNTY's share of PROJECT costs shall not exceed $1,867,635.

2.2 To reimburse APPLE VALLEY within thirty (30) days after APPLE VALLEY submits to COUNTY an original and two copies of the signed invoices in the proper form covering eligible PROJECT construction expenditures as defined in Paragraph 4.8, that were incurred by APPLE VALLEY, consistent with the invoicing requirements of the STRATEGIC PLAN, including backup information as COUNTY may require. Invoices may be submitted to COUNTY as frequently as monthly.

2.3 To cooperate in having a PROJECT-specific audit completed by APPLE VALLEY, at its option, upon completion of the PROJECT construction work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this AGREEMENT.

2.4 To operate and maintain those portions of the PROJECT within the unincorporated area of the COUNTY, in accordance with COUNTY regulations, policies and procedures after AUTHORITY's, COUNTY's and APPLE VALLEY's acceptance of the construction contract work.

2.5 To identify and provide a liaison representative to attend all regular and special meetings with the construction management team and contractor to resolve any and all construction and administrative matters pertaining to the PROJECT.

2.6 To provide liaison staff to assist and address any public relations issues with County residents that pertain to the PROJECT.

2.7 Provide a no-cost permit to APPLE VALLEY for its work in COUNTY right-of-way.

3.0 AUTHORITY AGREES:

3.1 In accordance with the STRATEGIC PLAN, to be responsible for 82.2% of the total actual PROJECT construction costs, as more particularly set forth in Attachment "A". Except as provided in Paragraph 4.12, AUTHORITY's share of PROJECT costs shall not exceed $8,624,695.

3.2 To reimburse APPLE VALLEY within thirty (30) days after APPLE VALLEY submits to AUTHORITY an original and two copies of the signed invoices in the proper form covering eligible PROJECT construction expenditures as defined in Paragraph 4.8, that were incurred by APPLE VALLEY, consistent with the invoicing requirements of the STRATEGIC PLAN, including backup information as AUTHORITY may require. Invoices may be submitted to AUTHORITY as frequently as monthly.

3.3 To cooperate in having a PROJECT-specific audit completed by APPLE VALLEY, at APPLE VALLEY's option, upon completion of the PROJECT construction work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this AGREEMENT.

3.4 To cooperate in having a PROJECT-specific audit completed by COUNTY, at COUNTY's option, upon completion of the PROJECT construction work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this AGREEMENT.

3.5 To identify and provide a liaison representative to attend all regular and special meetings with the construction management team and contractor to resolve any and all construction and administrative matters pertaining to the PROJECT.

4.0 IT IS MUTUALLY AGREED:

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

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

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

In the event the COUNTY, AUTHORITY and/or APPLE VALLEY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY, AUTHORITY and/or APPLE VALLEY shall indemnify the other to the extent of its comparative fault. Furthermore, if the COUNTY, AUTHORITY or APPLE VALLEY attempts to seek recovery from the other for Worker's Compensation benefits paid to an employee, the COUNTY, AUTHORITY and APPLE VALLEY agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

4.4 In the event of litigation arising from this AGREEMENT, each Party to the AGREEMENT shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees incurred in litigation concerning Paragraphs 4.1, 4.2, 4.3 and 4.4 indemnification.

4.5 COUNTY and APPLE VALLEY are self-insured public entities for the purpose of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrants that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of COUNTY and APPLE VALLEY's performance of this AGREEMENT. AUTHORITY maintains insurance for these purposes.

4.6 If a federal appropriation or earmark is used for PROJECT construction costs, application of those funds shall be consistent with AUTHORITY Policy 40013/VV-MLH-27.

4.7 Eligible construction expenditures shall include only those costs incurred by APPLE VALLEY for PROJECT activities that are described in Attachment "C" and as shown in approved contract documents, including contract change orders, and shall not include escalation or interest.

4.8 Within one (1) working day of construction bid opening, APPLE VALLEY shall notify AUTHORITY and COUNTY of the bids received and amounts thereof. Within ten (10) working days thereafter, APPLE VALLEY shall determine the total construction cost of the PROJECT, including construction bid amount, the construction management bid amount, and the contingency amount. If the total construction cost is over $10,492,330, the Parties agree to meet and confer in good faith to determine how to resolve any potential cost overruns beyond the respective program funding limits.

4.9 If either COUNTY or AUTHORITY or APPLE VALLEY requests additional work that is beyond the scope of the original PROJECT, and not considered by all parties to be a necessary part of the PROJECT, said work, if approved by all parties, will be paid solely by the agency requesting the work, unless all parties agree by written amendment to allocate the cost in accordance with the percentage allocation provided herein, or in some other mutually acceptable manner.

4.10 In the event that a party intends to cancel this AGREEMENT based upon the bids or amount thereof, said party shall notify the other parties at a reasonable time prior to the awarding of a contract to construct the PROJECT to avoid any detrimental reliance by the contracting party, contractor or potential contractor.

4.11 The Parties acknowledge that final PROJECT construction costs may ultimately exceed current estimates of construction costs. Any additional PROJECT construction costs resulting from increased bid prices, change orders, or arising from unforeseen site conditions, including Utility relocation over the estimated total PROJECT funding limit of $10,492,330 shall be divided by AUTHORITY and COUNTY (based on their proportionate share of the PROJECT cost). In no event shall COUNTY be responsible for PROJECT costs that exceed twenty-five percent (25%) of the not to exceed amount identified in Paragraph 2.1 absent a written amendment to this AGREEMENT. In no event shall AUTHORITY be responsible for PROJECT costs that exceed twenty-five percent (25%) of the not to exceed amount identified in Paragraph 3.1 absent a written amendment to this AGREEMENT

4.12 In the event that change orders are required during the course of the PROJECT, said change orders must be approved in the form and substance as set forth in Attachment "B", Contract Change Order Review/Approval, attached to and incorporated into this AGREEMENT, and approved by COUNTY, AUTHORITY and APPLE VALLEY. Contract Change Order forms will be delivered by fax and must be returned within two (2) working days. The AUTHORITY or COUNTY shall not unreasonably withhold approval of change orders. If an AUTHORITY and/or COUNTY disapproved or modified change order is later found to be a cost of the PROJECT, then the AUTHORITY and/or COUNTY shall be responsible only for those costs, awards, judgments or settlements associated with the change order disapproved or modified by the respective agency.

4.13 If this AGREEMENT is funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009, the COUNTY, AUTHORITY and APPLE VALLEY shall comply with the following provisions:

Use of ARRA Funds and Requirements - This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the

domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the COUNTY for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. APPLE VALLEY must contact the COUNTY if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. APPLE VALLEY will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the COUNTY may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. APPLE VALLEY agrees to fully cooperate in providing information or documents as requested by the COUNTY pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

APPLE VALLEY may also be required to register in the Central Contractor Registration (CCR) database at http://www.ccr.gov and may be required to have its subcontractors also register in the same database. APPLE VALLEY must contact the COUNTY with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards - In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. APPLE VALLEY agree to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, APPLE VALLEY agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

APPLE VALLEY may be required to provide detailed information regarding expenditures so that the COUNTY may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractors agree to fully cooperate in providing information or documents as requested by the COUNTY pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Whistleblower Protection

APPLE VALLEY agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

APPLE VALLEY agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

4.14 This AGREEMENT shall terminate upon PROJECT completion as described in Paragraph 4.16 below, or on June 30, 2017, whichever occurs first, but may be cancelled upon a thirty (30) days advance written notice of any party, provided however, none of the Parties may cancel this AGREEMENT after APPLE VALLEY awards a contract to construct the PROJECT. In the event of cancellation as provided herein, all PROJECT costs required to be paid by the Parties prior to the effective date of cancellation shall be paid by the Parties based on their proportionate share of the PROJECT cost.

4.15 Except with respect to the Parties' indemnification obligation contained herein, and if the Parties have not elected to cancel the AGREEMENT pursuant to Paragraph 4.15 of this AGREEMENT, this AGREEMENT shall terminate upon completion of the PROJECT construction and payment of final billing by or pro rata refunds to AUTHORITY and COUNTY for their shares of the PROJECT costs.

4.16 This AGREEMENT is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by AUTHORITY, COUNTY or APPLE VALLEY.

4.17 This AGREEMENT contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification or amendment of this AGREEMENT shall be binding unless executed in writing and signed by all Parties.

4.18 This AGREEMENT shall be governed by the laws of the State of California. Any action or proceeding between COUNTY, AUTHORITY and APPLE VALLEY concerning the interpretation or enforcement of this AGREEMENT or which arises out of or is in any way connected with this AGREEMENT shall be instituted and tried in the appropriate state court, located in the County of San Bernardino, California.

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

4.20 Time is of the essence for each and every provision of this AGREEMENT.

4.21 Since the Parties or their agents have participated fully in the preparation of this AGREEMENT, the language of this AGREEMENT shall be construed simply, according to its fair meaning, and not strictly for any or against any Party. Any term referencing time, days or period for performance shall be deemed work days. The captions of the various articles and paragraphs are for convenience and ease or reference only, and do not define, limit, augment, or describe the scope, content or intent of this AGREEMENT.

4.22 No waiver of any default shall constitute a waiver of any other default or breach, 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, estoppels or otherwise.

4.23 If a court of competent jurisdiction declares any portion of this AGREEMENT invalid, illegal or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this AGREEMENT is frustrated.

4.24 This AGREEMENT may be signed in counterparts, each of which shall constitute an original.

4.25 This AGREEMENT will be effective on the date it is signed by all Parties.

4.26 The recitals are incorporated into the body of this AGREEMENT.

4.27 This AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of all Parties.

SIGNATURES ARE ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands.

COUNTY OF SAN BERNARDINO

► _____
Janice Rutherford, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By ► _____
(Authorized signature - sign in blue ink)

Name Janice Rutherford
(Print or type name of person signing contract)

Title President, Board of Directors
(Print or Type)

Dated: _____

Address: 1170 West Third Street, San Bernardino CA 92410

TOWN OF APPLE VALLEY

By _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

_____

APPROVED AS TO FORM AND PROCEDURE:

By _____
Eileen Monaghan Teichert, General Counsel

Dated: _____

CONCURRENCE:

By _____
Jeffery Hill, Contract Administrator

Dated: _____

APPROVED AS TO FORM AND PROCEDURE:

By _____
, APPLE VALLEY Attorney

Dated: _____

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► _____	► _____	► _____
County Counsel		Department Head
Date _____	Date _____	Date _____

ATTACHMENT A
ESTIMATE OF PROJECT COSTS

FOR COUNTY OF SAN BERNARDINO/SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY/TOWN OF APPLE VALLEY FOR YATES ROAD IMPROVEMENTS

APPLE VALLEY AREA

DESCRIPTION	ITEM	TOTAL COST OF PROJECT	COUNTY % OF PROJECT	COUNTY SHARE	AUTHORITY % OF PROJECT	AUTHORITY SHARE*	APPLE VALLEY % OF PROJECT	APPLE VALLEY SHARE
YATES ROAD Improvements	CONSTRUCTION	$8,962,400	17.8%	$1,595,307	82.2%	$7,367,093	0%	$0
	CONSTRUCTION ADMINISTRATION	$1,100,000	17.8%	$195,800	82.2%	$904,200	0%	$0
	Construction and Bidding Support Services	$94,400	17.8%	$16,803	82.2%	$77,597	0%	$0
	Restoration Area	$335,530	17.8%	$59,724	82.2%	$275,806	0%	$0
	TOTAL	$10,492,330	17.8%	$1,867,635	82.2%	$8,624,695	0%	$0

NOTE:
*AUTHORITY's Share can be from sources under control of AUTHORITY including but not limited to Measure I Major Local Highway Program (MLHP), State Transportation Improvement Program (STIP), Surface Transportation Program (STP), or State/Local Partnership Program (SLPP) funds without necessitating an amendment of this AGREEMENT.

ATTACHMENT B

CONTRACT CHANGE ORDER REVIEW/APPROVAL
PROJECT: **YATES ROAD IMPROVEMENT**

COUNTY OF SAN BERNARDINO CONTRACT #

File: H14218

Proposed Contract Change Order No. has been reviewed in accordance with the existing agreements with Apple Valley, County Transportation Authority and County of San Bernardino for the above project and the following shall apply:

DATE OF COUNTY TRANSPORTATION AUTHORITY ACTION: ____/____/____

☐ APPROVED for Implementation with 100% Participation by COUNTY TRANSPORTATION AUTHORITY

☐ APPROVED Subject to Comments/Revisions Accompanying This Document

☐ APPROVED With Limited Funding Participation by COUNTY TRANSPORTATION AUTHORITY
- ☐ _____% of Actual Cost to be Funded by COUNTY TRANSPORTATION AUTHORITY
- ☐ COUNTY TRANSPORTATION AUTHORITY Participation Not to Exceed $ _____

☐ DISAPPROVED -Not Acceptable to COUNTY TRANSPORTATION AUTHORITY

DATE OF COUNTY ACTION: ____/____/____

☐ APPROVED for Implementation with 100% Participation by COUNTY

☐ APPROVED Subject to Comments/Revisions Accompanying This Document

☐ APPROVED With Limited Funding Participation by COUNTY
- ☐ _____% of Actual Cost to be Funded by COUNTY
- ☐ COUNTY Participation Not to Exceed $ _____

☐ DISAPPROVED -Not Acceptable to COUNTY

Note: Approval under any of the above conditions shall in no case be construed as agreement to increase the total financial participation beyond that prescribed in the existing SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, TOWN OF APPLE VALLEY and COUNTY OF SAN BERNARDINO agreements without separate amendment to said agreements. Net increases in costs deriving from this and previously approved Contract Change Orders shall not cause the total construction costs to exceed the sum of the authorized contract total and contingency amounts.

Comments, as follows and/or attached, are conditions of the above action? ☐ YES ☐ NO

_____

_____

_____

SIGNED: _____

TITLE: _____

Distribution:
Signed Original Returned to Resident Engineer (FAX # 760-240-7399)
Signed Original for SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY and TOWN OF APPLE VALLEY File

ATTACHMENT C

Project Description and Proposed Improvements
Yates Road Project

FTIP ID No.: 200836

As part of this phase of construction, Yates Road will be widened from two lanes to four lanes from the westerly terminus of Yucca Loma Bridge (near Fortuna) to Park Road and will transition from four lanes to two lanes just west of Park Road. Various items of work include, but are not limited to, soundwalls, pavement reconstruction, road widening, striping, inverted dirt median, signal at Park Road, placement of embankment, proportionate share of mitigation restoration area (apx. 26% of total), and other work as shown on the approved construction plans, including approved contract change orders, etc. As part of a later phase of work, Yates Road as it connects to Ridgecrest Road will be realigned to the west to allow connection to the proposed Green Tree Boulevard extension.

CONSTRUCTION Start: April 2013
CONSTRUCTION End: December 2014

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 22

Date: April 11, 2013

Subject: Congestion Management Program Cost Allocation

Recommendation:*

1. Approve the cost allocation schedule for the Congestion Management Program for Fiscal Year 2011/2012 included in Attachment 2; and

2. Approve invoicing of Mountain/Desert subarea jurisdictions.

Background: Congestion Management Program (CMP), Task No. 0203 in the SANBAG Budget, accumulates expenses related to the general activities and updates of the countywide CMP. Expenses related to the CMP for Fiscal Year 2011/2012 have been compiled and allocated between the Valley and Mountain/Desert subareas. Those expenses related to the Mountain/Desert subarea are further divided by formula and billed annually to the various jurisdictions on a per capita basis. This provides for the sharing of general and administrative expenses associated with the administration of this program.

The item includes three attachments. Attachment 1 provides an overview of the CMP and its role within San Bernardino County. Attachment 2 provides the Fiscal Year 2011/2012 Cost Allocation Schedule of the costs to be reimbursed by the Mountain/Desert jurisdictions. Attachment 3 provides for comparison the Fiscal Year 2010/2011 Cost Allocation Schedule approved by the Board of Directors on May 2, 2012.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA		SAFE		CMA	X

Check all that apply.

BRD1304d-az

Financial Impact: This item will result in a reimbursement to two funding sources, General Fund-Congestion Management Plan (CMP) and MSI 1990-Valley Fund-Traffic Management Environmental Enhancement Fund (TMEE).

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on March 15, 2013.

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

Attachment 1

CONGESTION MANAGEMENT PROGRAM

Assembly Bills 471, 1791, and 3093, first implemented in 1990 by Proposition 111, require adoption and biennial updating of Congestion Management Programs (CMPs) for each county with an urbanized area of more than 50,000 population. In San Bernardino County, San Bernardino Associated Governments (SANBAG) was designated the Congestion Management Agency by the local governments, and is charged with developing and monitoring compliance with the program. Implementation of the program, and local compliance, are required to gain access to transportation funding through the Regional Transportation Improvement Program. The State controller is required to withhold local gas tax subventions from local jurisdictions which are not in conformance with the adopted CMP.

The CMP for San Bernardino County was developed by SANBAG through technical and policy committees with representation from all local jurisdictions, Caltrans, and the private sector. It was adopted by the Congestion Management Agency Board of Directors on November 4, 1992, and was updated in November 1993 and every odd-numbered year thereafter.

WHAT IS THE INTENT OF THE CMP?

The CMP is intended to strengthen the nexus between transportation and land use decisions, with consideration for air quality. It has resulted in more consistent analysis and a better understanding of regional or multi-jurisdictional transportation consequences of local actions.

HOW DOES IT ACCOMPLISH THIS?

The CMP requires definition of the regional multimodal transportation system, maintenance of level of service standards on regional roads, and implementation of measures to maximize the efficiency of the existing system. It also provides mechanisms to objectively identify and prioritize improvements to the regional system, and is the vehicle through which various state and federal transportation funds are accessed. The statutory CMP requirements are described below.

<u>REQUIRED CMP ELEMENTS</u>

1. **Establishment of Level of Service (LOS) Standards, as calculated by a uniform LOS methodology, for the system of highways and principal arterial roadways within the county.** Once designated, no roadway can be removed from the system. All new highways and principal arterials must be added to the system. The LOS standard must be LOS E or better, except on links or intersections which currently operate at LOS F. Deficiency plans must be completed and adopted for facilities which fail to meet the standard. Deficiency plans are described below.

2. **Standards for public transit service including frequency and routing, and for coordination among separate transit operators.**

3. **A trip reduction and travel demand element** that promotes carpools, vanpools, transit, bicycles, park-n-ride, jobs/housing balance, flextime, and parking management.

4. **A program to analyze the impacts of local land use decisions on the regional transportation system,** including an estimate of the costs to mitigate the identified impacts. This has been implemented through preparation of Traffic Impact Analyses. However, following the passage of Measure I 2010-2040, this requirement will be met in urban parts of the County through locally implemented development mitigation programs that are consistent with the SANBAG Development Mitigation Nexus Study.

5. **A capital improvements program (CIP) to maintain or improve the traffic level of service and transit performance standards, and mitigate the regional transportation impacts of further development.** The capital improvements program must conform to transportation-related vehicle emissions air quality mitigation measures. The actions identified within deficiency plans, traffic impact analyses, or other transportation master plans to mitigate the impacts of development and growth will serve as bases for the CIP.

MODELING REQUIREMENTS

SANBAG, with cooperation from SCAG, the cities, and the County, is required to develop a uniform data base on traffic impacts for use in transportation computer models or compatible analytical tools. The CMA must approve the consistency of local modeling efforts that are used to determine the impacts of development on the circulation system. Local modeling is to be compatible with CMP models, which in turn are to be consistent with regional models. The data base used in the County is to be consistent with the data base used by SCAG. The CMP model(s) for San Bernardino County are more locally detailed versions of the SCAG Regional model, and are maintained at SCAG's Inland Office.

MONITORING

SANBAG must monitor implementation of all elements of the CMP, and is required to make an annual determination of conformance with the CMP for each city and the County. Conformance criteria include:

1. Consistency with LOS and performance standards. Exceptions are segments or intersections for which deficiency plans for implementation of needed improvements have been adopted.

2. Adoption and implementation of a program to analyze the impacts of land use decisions by each local jurisdiction, including documentation of the costs associated with impact mitigation. Within the Valley and Victor Valley areas, their requirement is met by local implementation of development mitigation programs consistent with the SANBAG Development Mitigation Nexus Study. In non-urban areas, it is met by preparation of TIA Reports on qualifying projects.

In addition, traffic levels of service on the CMP roads are to be determined annually. Within San Bernardino County, the owner/operator of each facility has been responsible for monitoring the performance of the facility.

CONFORMANCE

If the Congestion Management Agency determines, following a public hearing, that a jurisdiction has not conformed to the requirements of the CMP, it will notify that city or the County in writing of the specific areas of nonconformance. If the city or County has not reached conformance within 90 days, the SANBAG Board is required to make a finding of nonconformance and submit the finding to the State Controller. The Controller then withholds apportionment of funds otherwise apportioned to the jurisdiction under Section 2105 of the Streets and Highways Code. If, within the 12-month period following receipt of the notice of nonconformance, the Controller is notified by the CMA that the local jurisdiction is again in conformance, the withheld monies will be provided to that jurisdiction. If the local jurisdiction continues to be out of conformance beyond the 12-month period, the apportionments withheld from that jurisdiction are to be returned to the CMA to be expended for capital projects of regional significance. Apportionments returned to the CMA cannot be expended for administration or planning purposes.

Attachment 2

CONGESTION MANAGEMENT PROGRAM COSTS 2011/2012

COST ALLOCATION

JURISDICTION	Regular Full-Time Employees 1090.20.0203.51010	Regular Part-Time Employees 1090.20.0203.51015	Fringe Allocation-General 1090.20.0203.51990	Indirect Allocation-General 1090.20.0203.58110	**CMP Total by Agency**
COLORADO RIVER SUBAREA					
Needles	$70.30	$1.99	$68.88	$110.08	**$251.26**
San Bernardino County	$31.03	$0.88	$30.40	$48.59	**$110.89**
MOUNTAINS SUBAREA					
Big Bear Lake	$73.09	$2.07	$71.61	$114.45	**$261.22**
San Bernardino County	$642.27	$18.20	$629.25	$1,005.65	**$2,295.36**
MORONGO BASIN SUBAREA					
Twentynine Palms	$369.38	$10.47	$361.89	$578.37	**$1,320.11**
Yucca Valley	$355.07	$10.06	$347.87	$555.96	**$1,268.97**
San Bernardino County	$355.07	$10.06	$347.87	$555.96	**$1,268.97**
NORTH DESERT SUBAREA					
Barstow	$330.68	$9.37	$323.98	$517.77	**$1,181.80**
San Bernardino County	$474.78	$13.45	$465.16	$743.40	**$1,696.79**
VICTOR VALLEY SUBAREA					
Adelanto	$446.28	$12.64	$437.23	$698.77	**$1,594.93**
Apple Valley	$1,006.06	$28.51	$985.67	$1,575.26	**$3,595.49**
Hesperia	$1,307.74	$37.05	$1,281.23	$2,047.62	**$4,673.63**
Victorville	$1,710.35	$48.46	$1,675.67	$2,678.01	**$6,112.49**
San Bernardino County	$1,001.92	$28.39	$981.61	$1,568.78	**$3,580.71**
GRAND TOTAL	**$8,174.03**	**$231.60**	**$8,008.33**	**$12,798.66**	**$29,212.61**

BRD1304d-az

Attachment 3

CONGESTION MANAGEMENT PROGRAM COSTS 2010/2011

COST ALLOCATION

JURISDICTION	TN 20311005	TN 20311010-20311060	TOTAL
COLORADO RIVER SUBAREA			
Needles	$135.31	0	135.31
San Bernardino County	$78.13	0	$78.13
MOUNTAINS SUBAREA			
Big Bear Lake	$242.36	0	$242.36
San Bernardino County	$2,124.92	0	$2,124.92
MORONGO BASIN SUBAREA			
Twentynine Palms	$1,354.43	0	$1,354.43
Yucca Valley	$1,204.21	0	1,204.21
San Bernardino County	$1,121.37	0	$1,121.37
NORTH DESERT SUBAREA			
Barstow	$1,515.18	0	$1,515.18
San Bernardino County	$1,515.34	0	$1,515.34
VICTOR VALLEY SUBAREA			
Adelanto	$3,498.95	0	$3,498.95
Apple Valley	$4,150.30	0	$4,150.30
Hesperia	$4,437.22	0	$4,437.22
Victorville	$4,770.08	0	$,4770.08
San Bernardino County	$3,226.72	0	$3,226.72
TOTAL	$29,374.52	0	$29,374.52

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 23

Date: April 11, 2013

Subject: Allocation of Funds to Victor Valley Subarea Projects

Recommendation:* 1. Allocate $3,947,535 in Victor Valley Major Local Highway Program funds to Los Angeles County Metropolitan Transportation Authority for the environmental phase of the High Desert Corridor Project.

2. Allocate $6,015,000 in federal Surface Transportation Program funds to the California Department of Transportation for the Plans, Specifications, and Estimate phase of the US395 Interim Project.

3. Allocate $1,006,000 in Victor Valley Major Local Highway Program funds to the County of San Bernardino for the Ranchero Road at Escondido Project.

Background: High Desert Corridor On August 17, 2012, the U.S. Department of Transportation announced that unspent "idle" highway earmarks from the 2003-2006 annual appropriation acts would become available for any eligible surface transportation project regardless of the original designated purpose of the earmark. Because of the restrictive timeline of the idle earmark review process, at the September 2012, SANBAG Board meeting, the Board authorized staff to program any federal earmarks made available through this review according to the following principles: the first priority for reallocation is to projects in the SANBAG Ten-Year Delivery Plan, and where possible and practical, funds made available for reallocation will be allocated to projects in the same geographic region in which the idle earmark was located.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1304b-az

At the time the September 2012, Board agenda item was prepared; staff had identified a $3.9 million earmark designated for the High Desert Corridor in the Victor Valley subregion that was available for reallocation. This has since been programmed and reallocated to Victorville's Green Tree Boulevard Extension Project, which is part of the Yucca Loma Corridor project and included in the 10-Year Delivery Plan for Major Local Highway Program (MLHP) funds.

To replace the earmark funds originally programmed on the High Desert Corridor, staff recommends the allocation of $3,947,535 in MLHP funds that were originally designated for Green Tree Boulevard. Los Angeles County Metropolitan Transportation Authority (Metro) is the Project Manager for the High Desert Corridor project and has indicated that their environmental phase schedule shows the need for these funds in Fiscal Year 2013/2014.

A memorandum of understanding with Metro is currently in development and will be brought to the Committee at a later meeting for approval.

US395 Interim Widening The SANBAG 10-Year Delivery Plan anticipated using $25,812,000 in Surface Transportation Program (STP) funds for the US395 Interim Widening project, which will widen sections of US395 from two to four lanes from SR-18 to Bartlett Avenue in the City of Adelanto (refer to Attachment 1). The California Department of Transportation (Caltrans) has completed the environmental phase of this project and has estimated design of this segment of the project to cost $6,015,000. According to the schedule, the design phase can begin in late summer 2013, and is expected to be completed within two years.

Staff recommends an allocation of $6,015,000 in STP funds to fund this phase. Caltrans uses a lower overhead rate for work that is funded with federal funds, so using STP funds will reduce the cost of design. This allocation includes approximately $3 million of STP that is currently programmed on the Yucca Loma Bridge project. However, due to delays in finalizing right of way for the Yucca Loma Bridge project and the time sensitivity of allocating and using the State Local Partnership Program funds programmed for construction, staff recommends replacing the STP funds on the Yucca Loma Bridge project with Measure I MLHP funds so that the project is not further delayed by the federal process. When the STP funds were originally allocated to the Yucca Loma Bridge project, the agreement included terms allowing for swap of public share funds at the discretion of SANBAG.

Ranchero Road at Escondido Road The Ranchero Road Corridor was identified as a high priority for the Victor Valley subarea in the 10-Year Delivery Plan. The County of San Bernardino's Ranchero Road at Escondido Road project is ready for construction in Fiscal Year 2013/2014. This intersection is one of the

bottlenecks on the Ranchero Road Corridor, and these funds will assist with its widening and signalization.

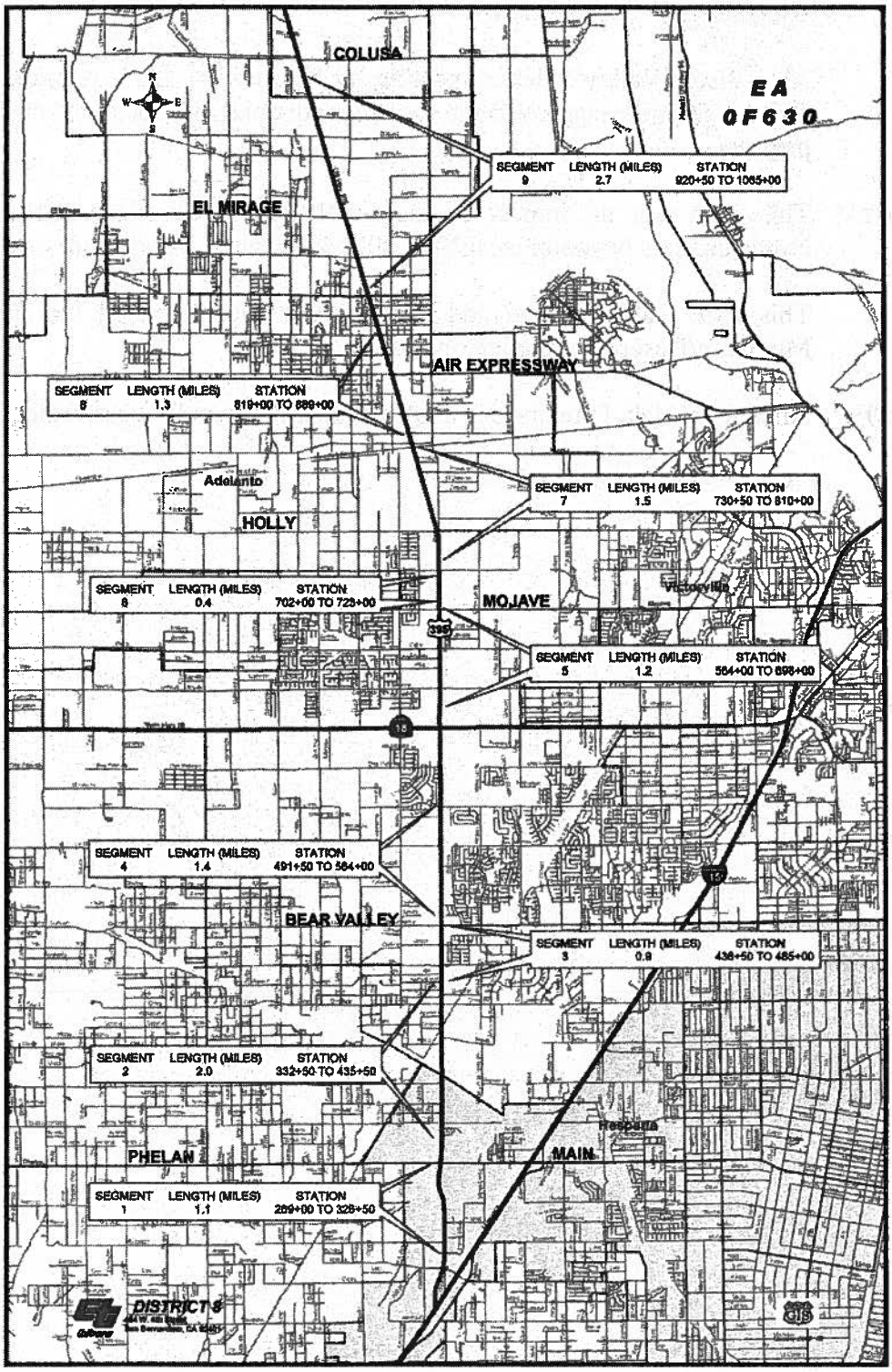
At a Victor Valley Subarea meeting on February 4, 2013, representatives of the five jurisdictions approved the recommendations of allocations of funds to these projects.

Financial Impact: This item has no impact to the SANBAG Fiscal Year 2012/2013 Budget. Funds in years beyond Fiscal Year 2013/2014 will be budgeted accordingly.

Reviewed By: This item was reviewed and unanimously recommended for approval at the Mountain/Desert Committee on March 15, 2013.

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

ATTACHMENT 1



BRD1304b-az

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 24

Date: April 11, 2013

Subject: Local Stimulus Program Time Extension and Procedural Exception

Recommendation:*

1. Approve a time extension until June 30, 2014, for the completion of the remaining City of San Bernardino Local Stimulus Program projects: New Traffic Signal at Westbound 210 at Waterman Ave. Exit Ramp and 30th Street and Interstate 10/Tippecanoe Interchange.

2. Approve an exception to the Local Stimulus Program procedures to allow San Bernardino Associated Governments to use Local Stimulus Program funds allocated to the City of San Bernardino to offset invoices for the City's contribution to the Interstate 10/Tippecanoe Interchange project.

Background: On July 1, 2009, the Board of Directors approved the creation of the Local Stimulus Program in the total amount of $31,400,000. The distribution to the agencies was based on a per capita basis, excepting that no agency would receive less than $300,000. The completion deadline was 36 months after approval of the individual projects. Funds would be paid to each agency on a reimbursement basis. The procedures also included the understanding that if the approved project was on the Nexus Study, the funds would be used to buy down the total cost of the project for purposes of calculating the development share for that project.

On February 6, 2013, the Board of Directors approved a time extension until March 31, 2013, for four agencies due to delays in either project delivery or

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1304e-az

billing. Three of the four agencies have completed the billing process. The City of San Bernardino has requested a time extension for completion of their remaining two projects. The Westbound 210 at Waterman Avenue project required approval by Caltrans, which has been recently received. It will be ready to list for bids in the middle of March 2013, with an estimated completion date of December 31, 2013. The City also requested that any remaining funds after completion of the Westbound 210 at Waterman Avenue project be transferred to the other remaining project, Interstate 10 (I-10)/Tippecanoe Interchange. An extension until June 30, 2014, will allow time for the city to finalize costs on the Westbound 210 at Waterman Avenue project and transfer any remaining balance to Interstate 10/Tippecanoe Interchange.

The I-10/Tippecanoe Interchange project is currently in the right of way and construction phases, and SANBAG will be invoicing the City for their share of these project costs. Drawing the Local Stimulus funds down directly is administratively more efficient for both organizations because it eliminates the need for the City to issue a check to SANBAG for its share of the project costs and then request that SANBAG reimburse the City for these costs from the Local Stimulus Program funds. This procedure was previously approved by the Board for the Laurel Grade Separation project in Colton. The total amount of the funds currently allocated to the project is $1,071,103.48.

Financial Impact: This item has no financial impact on the approved Fiscal Year 2012/2013 budget. Any funds remaining in the Local Stimulus Program at the end of Fiscal Year 2012/2013 will be carried over as encumbrances in the Fiscal Year 2013/2014 budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the General Policy Committee on March 13, 2013.

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

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 25

Date: April 11, 2013

Subject: Measure I Valley Major Street Program Allocation Planning for Fiscal Year 2013/2014

Recommendation:* Approve the following amounts for consideration in the SANBAG Fiscal Year 2013/2014 budget for the Valley Major Street Arterial Sub-program and the Valley Major Street Project Advancement Program, which includes an increased allocation of $6,706,320 to the Major Street Project Advancement Program from the Major Street Arterial Sub-program:

- Arterial Sub-program: $2,297,670
- Major Street Project Advancement Program: $15,665,520

Background: SANBAG staff is engaged in the allocation planning process for Fiscal Year 2013/2014. This process provides information for use by both SANBAG and its member agencies in preparation of their capital budgets. One of the allocation planning activities is to determine how much funding should be assigned for local jurisdiction use in the Valley Major Street Arterial Sub-program and Valley Major Street Arterial Project Advancement Agreement (PAA) Program.

Arterial PAAs were entered into for projects that were initiating construction prior to January 31, 2009, and eligible for reimbursement from the Major Streets Program. The local agencies advanced the funds necessary to complete the projects and are reimbursed the public share of project costs over time.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1304f-az
BRD1304f1-az

Approximately $84 million was committed to the Arterial PAA program, and the remaining balance at Fiscal Year 2013/2014 is estimated at $60 million.

The Valley Major Street Program receives 20% of the Valley Measure I revenue. Allocation to the Arterial PAA program is taken off the top, and the remaining revenue is allocated to two sub-programs with the grade separation sub-program receiving 33% of the remaining program funds and the arterial sub-program receiving 67%. The Valley Arterial PAA program was allocated 40% of the projected Measure I Valley Major Street revenue for the first two years of Measure I 2010-2040.

In early 2012, SANBAG staff conducted an analysis and found that only approximately 15% of the allocated arterial funds had been invoiced in Fiscal Year 2010/2011. As a result, staff recommended and the SANBAG Board approved increasing the Fiscal Year 2012/2013 Arterial PAA allocation by an amount equal to the unused Fiscal Year 2010/2011 Arterial Sub-program allocation to facilitate accelerated payoff of the Arterial PAA program. The Arterial Sub-program is still experiencing a low level of invoicing. As such, staff is recommending that the Fiscal Year 2013/2014 Arterial PAA allocation be increased by $6,706,320, which is equal to the unexpended Fiscal Year 2011/2012 Arterial Sub-program allocation balance that is not immediately needed.

SANBAG staff presented the PAA adjustment proposal to the Transportation Technical Advisory Committee (TTAC) on February 4, 2013. Jurisdictions were provided with an opportunity to inform SANBAG staff of forthcoming invoices, and these forecasts of pending invoices were taken into consideration. The County and Upland requested that their Fiscal Year 2013/2014 Arterial Sub-program allocations not be decreased. The proposed allocation amounts reflect this request. Discussions with TTAC members indicated several reasons for the low level of invoicing such as: project schedules may have slipped due to issues faced in project development; right of way acquisition; lack of available development share; or jurisdictions are waiting to proceed with their larger projects until more funding has been accumulated.

The benefit of this proposal is that the Arterial PAA reimbursements to local jurisdictions can proceed more quickly, with the expectation that the reimbursements could be applied to the delivery of additional projects in each of those jurisdictions. Concern was expressed by several jurisdictions that this action may put their future allocations at risk or delay access to those allocations. However, the Measure I Strategic Plan contains several protections:

- Jurisdictions are guaranteed an "equitable share" of the arterial program funds over the life of the Measure.

- The funds are being retained within the Valley Major Street Program.
- If additional allocations are required to meet arterial (non-PAA) project needs in subsequent years, the Arterial PAA reimbursements can be allocated less than 40%.
- Mid-year adjustments to allocations could be approved.

The proposed Fiscal Year 2013/2014 Measure I Valley Arterial Sub-program allocations, as well as the allocations that were approved in the first three years of Measure I 2010-2040, are shown in Table 1. Each jurisdiction will have access to the cumulative total, minus what they have already invoiced. An expanded table showing how the recommended arterial allocations were derived is provided in Attachment 1. This more detailed table was reviewed with the TTAC. The Fiscal Year 2013/2014 proposed allocation to the Arterial Sub-program is $2,297,670. The Arterial Sub-program allocation would have been approximately $9 million without the proposed increased allocation to the Arterial PAA program.

The Arterial PAA allocation for the Major Street program reflects an increase of $6,706,320 over the 40% allocation level of $8,959,200 bringing the total recommended Fiscal Year 2013/2014 Arterial PAA allocation to $15,665,520. This will enable SANBAG to go farther down the chronological list of local agency invoices to be reimbursed. The impact to the Arterial PAA program is provided in Table 2, actual amounts may change slightly before reimbursement begins pending final invoice review.

Additionally, as a result of the Fiscal Year 2011/2012 sales tax revenue coming in higher than projected, both the Fiscal Year 2013/2014 Arterial Sub-program allocation and the Arterial PAA allocation have been increased to incorporate this additional revenue.

The Measure I Strategic Plan anticipated the need to under-allocate to certain jurisdictions in any given year and over-allocate to other jurisdictions based on the fluctuation in project delivery schedules. It was designed to optimize the use of the available funds for the Major Street Program and expedite project delivery, while providing assurances that each jurisdiction would receive its equitable share. The objective is to put the funds to work, not retain them in SANBAG accounts. These policies and the Major Street allocation proposal in this agenda item are consistent with that objective.

Table 1
Fiscal Year 13/14 Measure I Major Street Arterial Program & Project Advancement Agreement Program Allocation Proposal
(Dollars are in $1,000s)

Jurisdiction	Equitable Share	Approved FY 10/11 Allocation	Approved FY 11/12 Allocation	Approved Adjusted FY12/13 Allocation	FY 13/14 Allocation*	Proposed FY13/14 Allocation (PAA Adjustment equal to un-invoiced 11/12 funds)	Agency balance for PAA adjust-ment done in FY12/13	Proposed PAA adjustment for FY13/14	Proposed Total PAA adjustment through FY13/14
Chino	7.60%	$482.68	$638.40	$158.39	$684.30	$45.90	$ 482.68	$638.40	$ 1,121.08
Chino Hills	2.20%	$139.72	$184.80	$45.85	$198.09	$13.29	$ 139.72	$184.80	$ 324.52
Colton	2.50%	$158.78	$210.00	$52.10	$225.10	$15.10	$ 158.78	$210.00	$ 368.78
Fontana	19.50%	$1,238.45	$1,638.00	$786.17	$1,755.78	$528.35	$ 858.69	$1,227.43	$ 2,086.12
Grand Terrace	1.40%	$88.91	$117.60	$29.18	$126.06	$8.46	$ 88.91	$117.60	$ 206.51
Highland	6.80%	$431.87	$571.20	$141.72	$612.27	$41.07	$ 431.87	$571.20	$ 1,003.07
Loma Linda	4.10%	$260.39	$344.40	$85.45	$369.16	$24.76	$ 260.39	$344.40	$ 604.79
Montclair	0.60%	$38.11	$50.40	$22.50	$54.02	$9.93	$ 28.11	$44.09	$ 72.20
Ontario	12.30%	$781.17	$1,033.20	$434.90	$1,107.49	$74.29	$ 602.63	$1,033.20	$ 1,635.83
Rancho Cucamonga	5.10%	$323.90	$428.40	$430.19	$459.20	$30.80	$ 30.00	$428.40	$ 458.40
Redlands	4.90%	$311.20	$411.60	$102.12	$441.20	$29.60	$ 311.20	$411.60	$ 722.80
Rialto	3.90%	$247.69	$327.60	$81.28	$351.16	$23.56	$ 247.69	$327.60	$ 575.29
San Bernardino	7.90%	$501.73	$663.60	$164.65	$711.32	$47.72	$ 501.73	$663.60	$ 1,165.33
Upland**	2.30%	$146.07	$193.20	$47.94	$207.09	$207.09	$ 146.07	$0.00	$ 146.07
Yucaipa	6.00%	$381.06	$504.00	$506.11	$540.24	$36.24	$ -	$504.00	$ 504.00
County**	12.90%	$819.28	$1,083.60	$1,088.14	$1,161.52	$1,161.52	$ -	$0.00	$ -
Arterial Allocation (67% after PAA set-aside)	100.00%	$6,351.00	$8,400.00	$4,176.71	$9,004.00	$2,297.67	$4,288.47		
PAA set-aside (40% off top)		$5,293.00	$6,970.00	$7,664.00	$8,959.20	$8,959.20			
PAA adjustment		$0	$0	$4,869.25	$0	$6,706.32		$6,706.32	$ 10,994.79
Total Arterial PAA Allocation		$5,293.00	$6,970.00	$12,533.25	$8,959.20	$15,665.52			

* Actual FY11/12 revenues were higher than estimates; the excess funds are incorporated into the FY13/14 allocation amounts.

**Jurisdiction indicated that they anticipate using their full FY13/14 allocation amount.

Table 2
Impact to Arterial Project Advancement Agreement Program for the both Fiscal Year 13/14 Allocation Amounts*
(Dollars are in $1,000s)

Jurisdictions	Total PAA Amount	FY 13/14 Estimated Remaining Balance	FY 13/14 Allocation without Adjustment	FY 13/14 Balance without Adjustment	FY 13/14 Allocation with Adjustment	FY 13/14 Balance with Adjustment
Chino	$5,777	$3,857	$443	$3,414	$443	$3,414
Chino Hills	$8,203	$7,413	$2,152	$5,261	$3,636	$3,777
Fontana	$44,286	$30,973	$3,885	$27,088	$8,519	$22,454
Highland	$523	$434	$141	$293	$180	$254
Rancho Cucamonga	$21,178	$15,462	$1,843	$13,619	$1,864	$13,598
Rialto	$914	$16	$1	$15	$1	$15
Yucaipa	$3,193	$1,809	$494	$1,315	$1,022	$787
Total	$84,073	$59,965	$8,959	$51,005	$15,665	$44,299

*Amounts provided in table are estimates. Jurisdictions will be notified by SANBAG of reimbursement amounts.

Financial Impact: Preparation of these analyses is consistent with the Fiscal Year 2012/2013 SANBAG Budget, Task No. 0515.

Reviewed By: This item was reviewed by the Transportation Technical Advisory Committee on February 4, 2013. This item was also reviewed and recommended for approval (16-0-0) with a quorum of the Board present at the Board Metro Valley Study Session on March 14, 2013.

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

BRD1304f-az

ATTACHMENT 1

FY 13/14 Measure I Major Street Arterial Program & Project Advancement Agreement Program Allocation Proposal (Dollars are in $1,000s)

Overview of Major Street Arterial Program								FY 13/14 PAA Adjustment of unused FY11/12 allocations							Total PAA Adjustment		
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Jurisdiction	Equitable Share	Approved FY 10/11 Allocation	Approved FY 11/12 Allocation	Approved Adjusted FY 12/13 Allocation	Cumulative Allocation (FY 10/11 - 12/13)	Arterial Invoicing to through Dec 2012	Cumulative Balance, FY 10/11 - FY 12/13 less invoicing	FY 11/12 Invoicing	FY 11/12 Remaining Balance	FY 13/14 Allocation "by formula"	FY 13/14 Allocation with excess FY 11/12 Revenue*	Proposed FY 13/14 Allocation (PAA Adjustment equal to unr' invoiced 11/12 funds)	Cumulative Allocation through 13/14 with 11/12 PAA adjustment	Cumulative Allocation through 13/14 without 11/12 PAA adjustment	Agency balance for PAA adjustment done in FY 12/13	Proposed PAA adjustment for 13/14	Proposed Total PAA adjustment through 13/14
Chino	7.60%	$482.68	$638.40	$158.39	$1,279.47	$ -	$1,279.47		$638.40	$656.10	$684.30	$45.90	$1,325.37	$1,963.77	$ 482.68	$638.40	$ 1,121.08
Chino Hills	2.20%	$139.72	$184.80	$45.85	$370.37	$ -	$370.37		$184.80	$189.92	$198.09	$13.29	$383.66	$568.46	$ 139.72	$184.80	$ 324.52
Colton	2.50%	$158.78	$210.00	$52.10	$420.88	$ -	$420.88		$210.00	$215.82	$225.10	$15.10	$435.98	$645.98	$ 158.76	$210.00	$ 368.78
Fontana	19.50%	$1,238.45	$1,638.00	$786.17	$3,662.62	$ 947.92	$2,714.70	$410.57	$1,227.43	$1,683.43	$1,755.78	$528.35	$4,190.97	$5,418.40	$ 858.69	$1,227.43	$ 2,086.12
Grand Terrace	1.40%	$88.91	$117.60	$29.18	$235.69	$ 55.00	$180.69		$117.60	$120.86	$126.06	$8.46	$244.15	$361.75	$ 88.91	$117.60	$ 206.51
Highland	6.80%	$431.87	$571.20	$141.72	$1,144.79	$ -	$1,144.79		$571.20	$587.04	$612.27	$41.07	$1,185.86	$1,757.06	$ 431.87	$571.20	$ 1,003.07
Loma Linda	4.10%	$260.39	$344.40	$85.45	$690.24	$ -	$690.24		$344.40	$353.95	$369.16	$24.76	$715.00	$1,059.40	$ 260.39	$344.40	$ 604.79
Montclair	0.60%	$38.11	$50.40	$22.50	$111.01	$ 6.31	$104.70	$6.31	$44.09	$51.80	$54.02	$9.93	$120.94	$165.03	$ 28.11	$44.09	$ 72.20
Ontario	12.30%	$781.17	$1,033.20	$434.90	$2,249.27	$ 178.54	$2,070.73		$1,033.20	$1,061.85	$1,107.49	$74.29	$2,323.56	$3,356.76	$ 602.63	$1,033.20	$ 1,635.83
Rancho Cucamonga	5.10%	$323.90	$428.40	$430.19	$1,182.49	$ 649.94	$532.55		$428.40	$440.28	$459.20	$30.80	$1,213.29	$1,641.69	$ 30.00	$428.40	$ 458.40
Redlands	4.90%	$311.20	$411.60	$102.12	$824.92	$ -	$824.92		$411.60	$423.01	$441.20	$29.60	$854.52	$1,266.12	$ 311.20	$411.60	$ 722.80
Rialto	3.90%	$247.69	$327.60	$81.28	$656.57	$ -	$656.57		$327.60	$336.69	$351.16	$23.56	$680.13	$1,007.73	$ 247.69	$327.60	$ 575.29
San Bernardino	7.90%	$501.73	$663.60	$164.65	$1,329.98	$ -	$1,329.98		$663.60	$682.00	$711.32	$47.72	$1,377.70	$2,041.30	$ 501.73	$663.60	$ 1,165.33
Upland**	2.30%	$146.07	$193.20	$47.94	$387.21	$ -	$387.21		$193.20	$198.56	$207.09	$207.09	$594.30	$594.30	$ 146.07	$0.00	$ 146.07
Yucaipa	6.00%	$381.06	$504.00	$506.11	$1,391.17	$ 381.06	$1,010.11		$504.00	$517.98	$540.24	$36.24	$1,427.41	$1,931.41	$ -	$504.00	$ 504.00
County*	12.90%	$819.28	$1,083.60	$1,088.14	$2,991.02	$ 464.32	$2,526.70	$269.87	$813.73	$1,113.65	$1,161.52	$1,161.52	$4,152.54	$4,152.54	$ -	$0.00	$ -
Arterial Allocation (67% after PAA set-aside)	100.00%	$6,351.00	$8,400.00	$4,176.71	$18,927.71	$2,683.10	$16,244.60	$686.75	$7,713.25	$7,702.32	$9,004.00	$2,297.67	$21,225.37	$27,931.70	$ 4,288.47		
PAA set-aside (40% off top)		$5,293.00	$6,970.00	$7,664.00	$19,927.00	n/a	n/a			$ 8,590.00	$ 8,959.20	$ 8,959.20	$28,886.20	$28,886.20			
PAA adjustment		n/a	n/a	$3,525.61	$3,525.61	n/a	n/a					$6,706.32	$10,231.93	$3,525.61		$6,706.32	$ 10,994.79
Total Arterial Program		$11,644.00	$15,370.00	$15,366.32	$42,380.32	n/a	n/a			$16,292.32	$17,963.20	$17,963.20	$60,343.51	$60,343.51			

* Excess Funds - Additional funds from actual FY 11/12 revenues ($16,293) exceeding estimate ($15,370) by $923.00 total ($371.05 arterial/$369.20 PAA set-aside)

**Jurisdiction indicated that they were anticipating using their full FY13/14 allocation amount.

BRD1304f1-az

DISCUSSION ITEMS

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 27

Date: April 11, 2013

Subject: Community Vital Signs Initiative

Recommendation:* Receive a presentation from Trudy Raymundo the Director of the County Department of Public Health and Michael Parmer with the City of Rancho Cucamonga on a collaborative effort for coordinating community health and wellness efforts.

Background: In 2006, the Healthy Cities initiative was started in San Bernardino County. This initiative strives to support efforts from all sectors to help create healthier environments in our communities. Currently 19 incorporated cities and 4 unincorporated communities have implemented Healthy Cities.

These efforts came further into focus as part of the Countywide Vision which had an element for "Wellness". To further this element of the Vision, a collaborative of cities, the County and other concerned organizations is coming together through this Community Vital Signs initiative to set evidence-based goals and priorities for action that will help the broader community leverage our resources. This effort will build on the earlier collaborations created as part of Healthy Cities.

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

Reviewed By: This item was reviewed by the City/County Manager's Technical Advisory Committee on March 7, 2013.

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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1304b-dab

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 28

Date: April 11, 2013

Subject: Presentation on Transit Oriented Development Plans for Redlands Passenger Rail Project

Recommendation:* Receive Presentation by SANBAG staff for the Redlands Passenger Rail Project.

Background: A presentation will be given by SANBAG staff on the planning efforts being undertaken to support transit oriented development, private investment and increased ridership for the Redlands Passenger Rail Project.

Financial Impact: There is no financial impact associated with this item.

Reviewed By: This item was received by the Commuter Rail and Transit Committee on March 14, 2013.

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

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1304b-maa

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 29

Date: April 11, 2013

Subject: Metrolink Finance Presentation

Recommendation:* Receive an update on the current state of Metrolink's financial situation by Metrolink CEO, Michael DePallo.

Background: Metrolink CEO, Michael DePallo, will present an update to the Board of Directors on the current state of Metrolink's financial situation.

Financial Impact: This item has no impact to the current SANBAG fiscal year 2012/2013 budget

Reviewed By: This item has not received prior Policy Committee review.

Responsible Staff: Mitch Alderman

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1304c-maa

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 30

Date: April 11, 2013

Subject: Reappointment of Independent Taxpayer Oversight Committee Members and Announcement of Vacancy on the Valley Transportation Services Board of Directors

Recommendation:* Reappoint Richard Haller and Rod Johnson to the Independent Taxpayer Oversight Committee (ITOC) for a term ending December 31, 2016, and announce a vacancy on the Valley Transportation Services (VTrans) Board of Directors.

Background:

ITOC

When the voters approved Measure I, there was a specific provision that required the formation of an Independent Taxpayer Oversight Committee (ITOC).

On October 6, 2010, the Board of Directors appointed the initial five members of the ITOC. The Measure I Ordinance specified that ITOC members would have staggered four-year terms. As this was the beginning of the ITOC, the only way to create staggered terms was to have two of the initial members receive two-year terms. The ITOC members drew straws and Richard Haller and Rod Johnson drew the short straws and were given an initial term of two-years. Below is a brief background description of these two ITOC Members:

1. Richard Haller
   He is currently employed as a manager at the Santa Ana Watershed Project Authority. He is a registered professional engineer and a member of the

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1304a-dab

City of Highland Planning Commission. He has designed and constructed infrastructure for over 25 years. He is a resident of Highland.

2. Rod Johnson
   He currently owns and operates his own accounting business in Chino. He has been a CPA for over 30 years and is currently a member of the City of Chino Planning Commission. He is a resident of Chino.

The two-year terms have expired and it is recommended that Richard Haller and Rod Johnson be re-appointed for a four-year term ending December 31, 2016. These two ITOC members have only been able to review one complete year of Measure I 2010-2040 implementation and it would be beneficial if that experience could be applied to subsequent years.

VTrans

When the voters approved Measure I, there was a specific provision that required the formation of a Consolidated Transportation Services Agency (CTSA) to coordinate transit for seniors and persons with disabilities. VTrans was formed to fulfill this role.

The Board of Directors of VTrans has seven members, three of which are appointed by SANBAG (representing the Valley area). One of the original SANBAG appointees has had to resign their position leaving a vacancy. Appointees to the VTrans Board must be representative of the San Bernardino Valley area, they may be elected officials but are not required to be members of the SANBAG Board, and they may not be employees of the agencies that appoint them (e.g. no employee of SANBAG may be a regular Board Member).

Any SANBAG Board member that is interested or knows someone that would be a good candidate to represent SANBAG on VTrans should inform the SANBAG Board President. If anyone would like more information on VTrans and its duties, they can contact Director of Transit and Rail Mitch Alderman.

Financial Impact: This item is consistent with the adopted SANBAG budget.

Reviewed By: This item has not been reviewed by any other policy committee or technical advisory committee.

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

BRD1304a-dab

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 31

Date: April 11, 2013

Subject: Bylaws Ad Hoc Committee Proposed Amended Bylaws

Recommendation:*

1. Review and provide comments on amended San Bernardino Associated Governments (SANBAG) Bylaws proposed by the Bylaws Ad Hoc Committee; and
2. Direct the proposed amended Bylaws, and any changes proposed by the Board, be placed on the June 5, 2013, Board meeting agenda with a recommendation that the amended Bylaws be approved and adopted.

Background: The SANBAG Bylaws have been in effect since December 3, 1975, and have never been amended. As may be expected, after almost thirty-eight years the Bylaws are out of date and do not reflect the new responsibilities undertaken by SANBAG in the ensuing decades. Additionally, in a number of areas the Bylaws are inconsistent with SANBAG's current organization, duties and operational practices. Accordingly, Board President Janice Rutherford appointed a Bylaws Ad Hoc Committee to study the Bylaws and make recommendations to the Board on necessary or desirable Bylaws amendments

After much research and discussion, several meetings and several drafts, the Bylaws Ad Hoc Committee, consisting of Chair Rhodes (Dusty) Rigsby, Mayor Patrick Morris, Councilmember Mike Leonard and Councilmember Larry

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.

BRD1304a-emt
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1304/AgendaItems/BRD1304a1-emt.docx
http://portal.sanbag.ca.gov/mgmt/committee/directors/brd2013/brd1304/AgendaItems/BRD1304a2-emt.docx

McCallon, has approved the attached Amended Bylaws and recommends the Board adopt these Amended Bylaws at the earliest date possible.

This report addresses the scope of the Bylaws, the governing principles adhered to by the Committee in recommending changes to the Bylaws, key provisions of the proposed Bylaws amendments, the procedural requirements for amending the Bylaws, and comments received from other Board members on the proposed Bylaws amendments. Finally, the report briefly discusses a proposal for addressing certain legal compliance issues raised during the Bylaws review process.

Scope of Bylaws.

San Bernardino Associated Governments (SANBAG) was formed in 1973 when the County of San Bernardino and initially several cities in San Bernardino County approved a Joint Exercise of Powers Agreement, thereby creating SANBAG, the Joint Exercise of Powers Authority (JPA). SANBAG was formed for several purposes. These purposes include serving as a county-wide planning entity to exchange planning information, studying and making recommendations on sub regional problems, and to act upon any matter consistent with the law. To guide the operations and governance of SANBAG, the SANBAG Board adopted the SANBAG Bylaws on December 3 1975. The Bylaws were modeled after the Southern California Association of Governments (SCAG) bylaws then in place. Since 1975 SCAG's bylaws have been amended 32 times. During that same period SANBAG's Bylaws have never been amended.

In 1978, after the Legislature formulated the mechanism of county transportation commissions through which federal and state transportation and transit funds would be channeled, the Legislature specifically designated SANBAG as the San Bernardino County Transportation Commission. With the designation of county transportation commission comes a robust state statutory scheme that dictates many aspects of the governance and operations of the commission. A number of these state law requirements conflict with the JPA and SANBAG's Bylaws.

Then in 1989, by minute action the San Bernardino County Board of Supervisors designated SANBAG as the San Bernardino County Transportation Authority, enabling the county to take part in a statutory framework for proposing a special sales tax to the voters with expenditure of such revenues limited to transportation and transit uses. Again, with this designation came additional state law requirements governing transportation authorities, and again, a number of which conflicted with SANBAG's JPA and Bylaws.

While the SANBAG Board also serves as the Board of the Congestion Management Authority (CMA) for San Bernardino County and the Service Authority for Freeway Emergencies (SAFE) in San Bernardino County, no conflicts between SANBAG's Bylaws and JPA and the statutes governing the CMA and SAFE are apparent.

The Bylaws apply only to the governance and organization of SANBAG, the Joint Powers Authority. In other words the Bylaws are relevant only when the Board is acting on behalf of the JPA—primarily performing Council of Government (COG) functions. The Bylaws govern neither the San Bernardino County Transportation Authority (Measure I) nor the San Bernardino County Transportation Commission.

The Bylaws must be consistent with the terms of the Joint Exercise of Powers Agreement. Although there were a number of other changes to the Bylaws that would have been desirable to make the JPA's governance and organizational requirements consistent with the Authority's and Commission's statutory schemes, the inconsistency of those changes with the Joint Exercise of Powers Agreement precluded the Ad Hoc Committee from including those changes in the proposed amended Bylaws.

Governing Principles.

The changes being proposed are not a major re-write of the Bylaws. Rather the changes are surgical in addressing only those changes that are necessary or desirable under the current environment and circumstances. When commencing its review of the Bylaws, the Bylaws Ad Hoc Committee agreed to the following principles to guide any Bylaws changes to be proposed by the Committee.

- Modernize to reflect SANBAG's multiplicity of roles, current practices and County-wide changing population distribution; to make gender neutral.
- Simplify to permit specific details such as meeting times, dates, frequency, etc. to be addressed in Rules of Procedure or other means.
- Remain consistent with SANBAG JPA requirements.
- Achieve uniformity with state law governing SANBAG's Commission and Authority roles to extent feasible.

Proposed Amended Bylaws.

The key proposed Bylaws amendments recommended by the Ad Hoc Committee include:

- Gender neutrality of language (throughout)
- Addition of reference to "towns" (throughout)
- Removal of Secretary-Treasurer duties from Executive Director functions (Article VI)
- Assignment of Secretary duties to Clerk of the Board and Treasurer duties to Chief Financial Officer (Article V A)
- Flexibility to set meeting dates and times, and to introduce budget (Article IV C)
- New Article re: General Counsel appointment and duties (Article VII)
- Ability of Board to appoint other officers deemed necessary
- Nominating committees for President/Vice President offices (Article V B)
- Change to rotation of Presidency and Vice Presidency with the intent to distribute opportunities to hold these offices in accordance with present population distribution in incorporated areas. With this change the Presidency would rotate from the County, to Mountain Desert subarea, to West Valley subarea, to East Valley subarea, and so on. The Vice President would succeed to the Presidency in the same order of rotation, that is when the President is from the County, the Vice-President is from the Mountain Desert subarea, etc. (Article V B and C)
- Annual Bylaws review (Article XI)
- Shorten Bylaws amendment adoption process (Article XI)

Bylaws Amendment Procedures.

Article X of the current Bylaws provides the following procedure for amending the Bylaws:

> "Amendments to these Bylaws may be proposed by an official representative on the Board of Directors. Amendment shall be submitted to the Board of Directors at least 45 days prior to the regular meeting. Each proposed amendment shall be considered by the Board of Directors at least 30 days prior to the meeting at which such proposed amendment will be voted upon."

Consistent with the terms of the current Bylaws, these proposed amended Bylaws were provided to the Board for review February 14, 2013, at least forty-five days prior to this regular Board meeting of April 3, 2013. The proposed amended Bylaws, will then be placed on the June 5, 2013, Board agenda with a recommendation for final adoption by the Board.

In order to facilitate an annual schedule of Bylaws reviews, one of the proposed amendments includes a process for amending Bylaws akin to the process for adopting ordinances. This amended process could result in adoption of a Bylaws amendment in as little as six weeks.

Comments Received.

Comments on the proposed Bylaws that were received from Board Members as of the date this report was drafted are summarized on Attachment A to this staff report. Copies of any additional comments received regarding the proposed Bylaws will be provided to the Board upon receipt.

Related Legal Compliance Issues.

As noted above, the JPA and Bylaws, and the Public Utilities Code sections governing county transportation commissions and county transportation authorities are inconsistent in a number of important respects. Such inconsistencies include minimum votes required to take action (JPA as few as 8, Commission and Authority 15), thresholds at which competitive bidding is required, and so on. In order to determine what these differences are, one must read the Public Utilities Code and compare the statutes to the JPA, Bylaws and SANBAG Policies.

The Bylaws Ad Hoc Committee recommends these various requirements be summarized and documented in an Administrative Code as required for transportation commissions and authorities under the Public Utilities Code, and in rules of procedure governing all five SANBAG entities.

Conclusion.

The Bylaws Ad Hoc Committee recommends the Board approve placing these Proposed Amended Bylaws on the June 5, 2013, Board agenda with a recommendation to adopt the amended Bylaws as proposed, and to consider whether to include the changes proposed in the attached Comments.

Financial Impact: This item has no impact on SANBAG's budget.

Reviewed By: This item and the proposed amended Bylaws have been reviewed and approved by SANBAG's General Counsel.

Responsible Staff: Rhodes (Dusty) Rigsby, Chair Bylaws Ad Hoc Committee; Eileen Monaghan Teichert, General Counsel.

BRD1304a-emt

Bylaws, San Bernardino Associated Governments (SANBAG)

Revised
June 5, 2013

Preamble
Article I – Functions
Article II – Definitions
Article III -- Membership & Representation
Article IV -- Board of Directors
Article V -- Officers, Elections & Vacancies
Article VI -- Executive Director
Article VII – General Counsel
Article VIII – Finances
Article IX -- Statutory Authority
Article X – Withdrawal
Article XI – Amendments
Article XII -- Effective Date

PREAMBLE

The San Bernardino Associated Governments is an Association voluntarily established by its members pursuant to a Joint Exercise of Powers Agreement for the purpose of providing a forum for discussion, study and development of recommendations on countywide, subregional and regional problems of mutual interest and concern. It shall be the responsibility of the Association to effect improved intergovernmental cooperation and thereby increase the overall quality of government services.

Article I - Functions

The functions of the Association are:

A. Exchange of planning information. Making available to members plans and planning studies, completed or proposed by local governments or those of State or Federal agencies which would affect local governments.

B. Study of sub-regional problems. Identification and study of problems requiring planning by more than one governmental entity within the collective area of its membership and the making of appropriate policy or action recommendations.

C. Review and/or develop governmental proposals. Review and/or develop proposals creating agencies of regional scope and the making of appropriate policy or action recommendations concerning the need for such units or agencies.

D. Consider questions of mutual interest and concern to members of the Association and develop policy and action recommendations of an advisory nature only.

E. Act upon any matter to the extent and in the manner required, permitted or authorized by joint powers agreements, state or federal law or the regulations adopted pursuant to any such law.

F. Provide oversight, staffing and other support to the San Bernardino County Transportation Authority, San Bernardino County Transportation Commission, San Bernardino County Service Authority for Freeway Emergencies, San Bernardino County Congestion Management Agency

and such other entities or capacities that the Association has been designated and funded to serve as from time to time pursuant to state or federal law or joint powers agreements.

Article II - Definitions

A. Association. The Association, as used in these Bylaws, means the San Bernardino Associated Governments as established by these Bylaws.

B. Board of Directors. As used in these Bylaws, means the official representatives of the members of the San Bernardino Associated Governments.

C. Official Representative. As used in these Bylaws, means either the Mayor or Councilmember of each member city or town, and the members of the Board of Supervisors of the County of San Bernardino.

D. Alternate. Alternate, as used in these Bylaws when referring to the Board of Directors, shall mean either the Mayor or a Councilmember of each member city or town in the absence of the official representative of that member city or town. The County shall have no alternates to the Board of Directors.

Article III - Membership and Representation

A. Membership.

1. Membership shall be contingent upon the execution of the Joint Exercise of Powers Agreement and the payment by the county, cities and towns of each annual assessment.

2. Any city or town in the area set forth in the Joint Exercise of Powers Agreement may become a member after the initial formation of this Association, provided that all the provisions of this Article III are met by the jurisdiction seeking membership.

3. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Association. The representatives of any such advisory member may participate in the work of committees of the Association.

B. Representation.

1. Only the official representatives or alternates present shall represent a member on the Board of Directors.

2. The mayor of each city or town shall be either the official representative or alternate for such city or town unless the city or town council specifically designates other members to act as representative and alternate.

3. Names of official representatives and alternates shall be communicated to the Board of Directors by the appointing city, town or county.

4. Official representatives and alternates shall serve until a successor is appointed, except if an official representative or alternate ceases to be a member of the legislative body or mayor of the city, town or county appointing him/her, in which case his/her seat as an official representative shall be vacant until a successor is appointed.

Article IV - Board of Directors

A. The powers and functions of the Board of Directors, subject to the limitations of Article I, shall include:

1. The making of policy decisions and the determination of policy matters for the Association.

2. Any official representative may, at any meeting of the Board of Directors, propose a subject or subjects for study by the Association. The Board of Directors may determine whether a study will be made of the subject or subjects so proposed.

3. The Board of Directors shall review the proposed budget and assessment schedule submitted by the Executive Director and shall adopt an annual budget and an assessment schedule.

B. Duties

1. The Board of Directors shall conduct the affairs of the Association.

2. The Board of Directors shall have power to transfer funds within the total budget amount in order to meet unanticipated needs or changed situation.

3. The Board of Directors shall have the authority to appoint, fix the salary of, and remove an Executive Director, a General Counsel, and such other officers as the Board deems necessary to carry out the duties and functions of the Association and shall have the authority to create and discontinue positions in the employ of the Association and fix salaries.

4. The Board of Directors shall have the power to appoint committees to study specific problems, programs, or other matters which they have approved for study.

5. Recommendations from committees for policy decisions shall be made to the Board of Directors. The Board shall act upon policy recommendations including policy recommendations from committees.

C. Meetings

1. Regular meetings of the Board of Directors shall be held at such times as shall be designated by the Board. Special meetings of the Board of Directors may be called by the President or a majority of the Board of Directors. Written notice of a special meeting shall be given to the official representatives and alternates in accordance with Government Code section 54956. An agenda specifying the subject of the special meeting shall accompany the notice.

2. At its first meeting of the calendar year or such other meeting determined by the Board of Directors, the Board of Directors shall establish the time and dates of its regular meetings. The meeting location shall be determined the preceding month by the Board of Directors. Other meetings may be called by the Board of Directors for the purpose of determining sub-regional consensus of items of common interest.

3. Association committees shall meet on the call of their chairpersons or as otherwise provided herein.

D. Voting on the Board of Directors shall be conducted in the following manner:

1. A quorum of the Board of Directors shall consist of official representation from a majority of the membership of the Board of Directors, and the Board of Directors shall act only upon a majority vote of the membership present with a quorum in attendance.

2. 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.

3. 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.

E. Expenses

1. Members of the Board of Directors shall serve without compensation but shall be reimbursed for the actual and necessary expenses incurred by them in the performance of their duties to the extent that reimbursement is not otherwise provided by another public agency.

Article V - Officers, Elections and Vacancies

A. Officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer. The President and Vice President shall be selected by the Board of Directors from among its own membership. The Secretary shall be the Clerk of the Board and the Treasurer shall be the Chief Financial Officer of the Association, but they shall have no votes in the Association.

B. Nominating committees consisting of representatives from the subareas and/or the county, that are next in rotation for the Office of President and Office of Vice President, shall nominate representatives from those subareas and/or the county for those offices. Officers shall be appointed annually by the Board of Directors at the last meeting of the Association's fiscal year. New officers shall take office at the meeting during which they are appointed. The Office of President shall rotate annually in the following order among representatives of the Mountain Desert subarea, West Valley subarea, East Valley subarea and the county. The Vice President shall be a representative of a member in the subarea or of the county that is next in the rotation for the Office of President.

C. A vacancy shall immediately occur in the office of the President or Vice President upon the resignation or death of the Person holding such office or upon his ceasing to be an official representative of a member city, town or county. Upon a vacancy occurring in the office of president or Vice President, the board of Directors shall appoint a President or Vice President, as the case may be, from among its members to serve for the balance of the unexpired term. If the former incumbent was a county representative, the successor shall be a county representative; and if he or she was a city or town representative, the successor shall be a city or town representative from the same subarea as the former incumbent.

D. The President shall be the presiding officer of the Board of Directors. The Vice President shall act in his or her absence.

E. The Secretary shall keep a record of all proceedings and perform the usual duties of such office. The Treasurer shall have custody of all funds, and perform the usual duties of such office provided however, the Treasurer of San Bernardino County shall maintain in a separate trust account all funds received by the Association.

Article VI - Executive Director

The Executive Director shall be the chief administrative officer of the Association. He or she shall receive such compensation as may be fixed by the Board of Directors. The powers and duties of the Executive Director are:

A. Subject to the authority of the Board of Directors, to administer the affairs of the Association.

B. To appoint, direct and remove all employees of the Association.

C. Annually to prepare and present a proposed budget to the Board of Directors and to control the approved budget.

D. To attend the meetings of the Board of Directors.

E. To perform such other and additional duties as the Board of Directors may require.

Article VII – General Counsel

The General Counsel shall be the chief legal advisor of the Association. He or she shall receive such compensation as may be fixed by the Board of Directors. The powers and duties of the General Counsel are:

A. Subject to the direction of the Board of Directors, to provide legal advice and representation for the Association.

B. To appoint, retain, direct and remove all legal counsel and legal staff of the Association.

C. To attend the meetings of the Board of Directors.

D. To perform such other and additional duties as the Board of Directors may require.

Article VIII - Finances

A. Fiscal Year. The Fiscal Year of the Association shall commence on July 1.

B. Budget Submission and Adoption. The budget of the Association shall be submitted to the Board of Directors by the Executive Director on or before the second to last regular meeting of each fiscal year. The annual budget and assessment schedule shall be adopted by the Board of Directors not later than May 15th of each fiscal year. Notwithstanding any provision of the agreement establishing the Association, any member that cannot pay its assessment therefore because of any applicable law or charter provision or other lack of ability to appropriate or pay the same, may add such assessment to its assessment for the next full fiscal year. The budget for each year shall provide the necessary funds with which to obtain and maintain the requisite liability and worker's compensation insurance to fully protect each of the signatory parties hereto against liabilities reasonably estimated to arise out of Association's own activities, and such insurances shall be so obtained and maintained.

C. Annual Audit. The Board of Directors shall cause an annual audit of the financial affairs of the Association to be made at the end of each fiscal year. The audit report shall be made available to Association members.

D. Indemnification for Tort Liability. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined in Section 895 of said code, the parties hereto as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said code, will each assume the full liability imposed upon it, or any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said code. To achieve the above stated purpose each party indemnifies and holds harmless the other party for any loss, cost or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The rules set forth in Civil Code Section 2778 are hereby made a part of these Bylaws.

E. Notwithstanding the provisions of said Joint Exercise of Powers Agreement by which this Association is formed, no contract, employment, debt, liability or obligation of the Association shall be binding upon or obligate any member of this Association without the express written request or consent of such member and only to the extent so requested or consented to, nor shall the Association have the authority or the power to bind any member by contract, employment, debt, liability, or obligation made or incurred by it without the written request or consent of such member and then only to such extent as so requested or consented to in writing.

Article IX - Statutory Authority

The San Bernardino Associated Governments shall be an agency established by a joint powers agreement among the members pursuant to Title 1, Division 7, Chapter 5, of the Government Code of the State of California and shall have the powers vested in the Association by state or federal law, the Joint Exercise of Powers Agreement, or these Bylaws. The Association shall not have the power of eminent domain, or the power to levy taxes.

Article X - Withdrawal

Any member city, town or county may, at any time, withdraw from the Association providing, however, that the intent to withdraw must be stated in the form of a resolution enacted by the legislative body of the jurisdiction wishing to withdraw. Such resolution of intent to withdraw from the Association must be given to the Executive Director by the withdrawing jurisdiction at least 90 days prior to the effective date of withdrawal. Such withdrawal shall be made prior to May 1 of any year and shall be effective only as of July 1 of the year withdrawal is made.

Article XI - Amendments

The Board of Directors shall review these Bylaws not less than every year. Amendments to these Bylaws may be proposed by an official representative of the Board of Directors. A proposed amendment shall be submitted to the Board of Directors at least 14 days prior to the regular meeting at which the proposed amendment shall be first introduced. Each proposed amendment shall be considered and voted upon no sooner than the first regular meeting following the introduction of the amendment.

A majority vote of the entire membership of the Board of Directors is required to adopt an amendment to these Bylaws.

Initial adoption of these Bylaws shall follow this same procedure.

Revised
June 5, 2013

Article XII - Effective Date

These Bylaws shall go into effect June 5, 2013.

Comments on Ad Hoc Committee's proposed amended Bylaws dated February 14, 2013

Article II

B. 2. Change to read: "The mayor each city or town shall be either the official representative or alternate for such city or town unless the city or town council specifically designates ~~other members~~ another councilmember to act as representative and alternate.

Article IV

B. 3. The Board of Directors shall have the authority to appoint, fix the ~~salary~~ total compensation of, and remove an Executive Director, a General Counsel, and such other officers as the Board deems necessary to carry out the duties and functions of the Association and shall have the authority to create and discontinue position in the employ of the Association and fix ~~salaries~~ total compensation.

B. 4. Query whether should specifically state the Board "President" shall have the power to appoint committees…

C. 2. Change first sentence to read: "At its first meeting of the [calendar] [fiscal?] year or such other meeting determined by the Board of Directors, the Board of Directors shall establish the time and date of its regular meetings for such year."

Article V

B. Questioned whether this section should be changed to specifically state that the member who is the Vice President shall be the President during the next succeeding year.

Article VI

Query whether first sentence should be changed to state: "The Executive Director shall be the chief ~~administrative~~ executive officer of the Association…"

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 32

Date: April 11, 2013

Subject: I-10 and I-15 Corridor Improvement Projects – Update

Recommendation:* Receive an update on the I-10 and the I-15 Corridor Improvement Projects.

Background: The studies for the I-10 and I-15 Improvement projects are proceeding with the target of presenting the information from the studies to the Board this summer. In addition to the studies, the public outreach is in full swing. The purpose of this agenda item is to provide an update on the public outreach; share the preliminary Express Lane Policy assumptions that are being used in the traffic and revenue (T&R), and financial analysis; provide a summary of the (T&R) scenarios that are being run; and provide a summary of the Equity Study scope.

Update on Public Outreach – A lot of activity is occurring in the public outreach for the I-10 and I-15 corridor projects. The initial meeting of the three Community Advisory Groups (CAGs) occurred during the week of February 18th. All three CAGs were well attended with 26 attending the East Valley CAG in Colton; 12 attending the High Desert CAG in Victorville; and 21 attending the West Valley CAG in Ontario. The CAG members were very involved, eager to learn the information on the two corridors, provided good input, and were grateful for being selected to participate. The minutes of the CAG meetings will be distributed at the Board meeting.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1304a-gc
Attachments: BRD1304a1-gc

In addition to the CAGs, staff has made 40 presentations about the two corridors resulting in over a 1000 people receiving the information. The presentations were to 29 community groups such as the Rotary and Lions Club, Neighborhood Associations, Property Owner Associations, Technical Advisory Committees, and Caltrans, and 14 local agency counsels. An additional 21 presentations are currently scheduled. We have also been approached by an additional 36 groups that are interested in receiving the presentation.

Preliminary Express Lane Policy Assumptions – Preliminary assumptions need to be developed for the initial T&R runs. Upon receiving the output from the initial runs, some of the assumptions will need to be adjusted. The main policy assumptions are:

Maximize "Throughput" or "Revenue" – The management strategy of the Express Lanes can be to maximize throughput, maximize revenue, or a blend of the two options. Various T&R scenarios will be run to provide data for both of these options including a blend of the two. Further study and analysis will be conducted after receiving the initial (T&R) results.

Eligibility for Free or Reduced Toll for HOV 2+, HOV 3+ - T&R scenarios are being run for various options of free and discounted tolls for HOV 2+ and 3+ to test operational and revenue sensitivity. Further study and analysis will be conducted based on the initial T&R results.

Minimum Toll Rate – For the initial T&R analysis, a minimum toll rate of $0.135, consistent with other operating Express Lanes, per mile will be assumed. One of the T&R scenarios is with no minimum toll rate. Further study and analysis will be conducted based on the initial T&R results.

Toll System – A cashless electronic toll collection system utilizing both transponders and plate detection system is assumed.

I-10 Toll Strategy – For the initial T&R analysis four project segments are defined (LA County Line to I-15; I-15 to I-215; I-215 to SR-210; SR-210 to Ford St.) in which consistent toll rates will be charged and guaranteed. A similar strategy for the I-15 is assumed. Further study and analysis will be conducted based on the initial T&R results.

Hours of Operation – Express Lanes will be operated 24 hours.

Tolling of Trucks – Only light two axle trucks are permitted. Heavy trucks will not be permitted.

BRD1304a-gc
Attachments: BRD1304a1-gc

I-10/I-15 Express Lane Direct Connectors – The direct connectors will be tolled separately. T&R scenarios with and without the direct connectors will be run.

Transponder Interoperability – Transponders will be interoperable with all other California and nationwide toll facilities as required by state and federal statutes and regulations.

Traffic and Revenue Scenarios – Three base scenarios are being conducted for each corridor, with seven sensitivity runs being conducted for I-10 and six sensitivity runs being conducted for I-15. The results from the T&R runs and the associated financial analysis will provide the information to determine the most viable alternatives. The scenarios are shown by attached Table 1.

The base scenarios vary the socio-economic input, the value of time, and the minimum occupancy for free access. The base scenarios include a scenario that the project team thinks is the most reasonable; and the most and least optimistic revenue scenarios which will provide the "bookends". The sensitivity scenarios alter one of the inputs to provide output that show the impact to the revenue and operation of the system.

Equity Study – Equity of Express Lanes for low-income travelers is an issue that needs to be addressed. In order for SANBAG to implement tolling policies successfully, those who are affected by the policies must believe that they have been treated fairly. To gain an understanding of this an equity study has commenced. The scope of the study will be focused on low-income and transit-dependent populations. The scope of the study includes literature review on the subject; develop maps of key stakeholder populations; conduct local policy maker and stakeholder interviews; conduct focus groups along each corridor; conduct expert interviews and peer review of report; and provide an equity study report.

Financial Impact: This item has no impact to the current SANBAG fiscal year 2012/2013 budget.

Reviewed By: This item has not received prior Policy Committee review.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1304a-gc
Attachments: BRD1304a1-gc

Table 1
Scenarios for I-10/I-15 Traffic and Revenue Analysis

I-10 Scenarios

Scenario	Year(1)	I-10 Express Lanes Assumption	I-15 Express Lanes Assumption	Access/ Interchange Configuration	I-10/I-15 Direct Connectors	Socio-economic Assumptions	Key Network Assumptions: E-W Truck	Key Network Assumptions: I-10 in LA	VOT	Minimum Occupancy for Free Access	Other Assumption Changes
I-10 Alt. A	2021	Seg.1 only	Not Open	Base	No	EPS	No	1 lane/dir	Base	HOV-2+	
	2024	Open	Not Open	Base	No	EPS	No	1 lane/dir	Base	HOV-2+	
	2030	Open	Open	Base	Yes	EPS	No	1 lane/dir	Base	HOV-3+	
	2046	Open	Open	Base	Yes	EPS	No	1 lane/dir	Base	HOV-3+	
	2056	Open	Open	Base	Yes	EPS	No	1 lane/dir	Base	HOV-3+	
I-10 Alt. B (Upside)	2021	Seg. 1 only	Not Open	Base	No	***EPS-Upside***	No	2 lane/dir	***Higher***	HOV-3+	
	2024	Open	Not Open	Base	No	***EPS-Upside***	No	2 lane/dir	***Higher***	HOV-3+	
	2030	Open	Open	Base	Yes	***EPS-Upside***	No	2 lane/dir	***Higher***	HOV-3+	
	2046	Open	Open	Base	Yes	***EPS-Upside***	No	2 lane/dir	***Higher***	HOV-3+	
	2056	Open	Open	Base	Yes	***EPS-Upside***	No	2 lane/dir	***Higher***	HOV-3+	
I-10 Alt. C (Regionally Accepted Inputs)	2021	Seg. 1 only	Not Open	Base	No	***SBTAM***	No	1 lane/dir	Base	HOV-2+	
	2024	Open	Not Open	Base	No	***SBTAM***	No	1 lane/dir	Base	HOV-2+	
	2030	Open	Open	Base	***No***	***SBTAM***	No	1 lane/dir	Base	***HOV-2+***	
	2046	Open	Open	Base	***No***	***SBTAM***	***Yes***	1 lane/dir	Base	***HOV-2+***	
	2056	Open	Open	Base	***No***	***SBTAM***	***Yes***	1 lane/dir	Base	***HOV-2+***	
I-10 Sensitivity Test 1	2030	Open	Open	Base	***No***	EPS	No	1 lane/dir	Base	HOV-3+	
	2046	Open	Open	Base	***No***	EPS	No	1 lane/dir	Base	HOV-3+	
I-10 Sensitivity Test 2	2030	Open	Open	Base	Yes	EPS	No	1 lane/dir	***Higher***	HOV-2+	
	2046	Open	Open	Base	Yes	EPS	No	1 lane/dir	***Higher***	HOV-3+	
I-10 Sensitivity Test 3	2030	Open	Open	Base	Yes	EPS	No	***2 lanes/dir***	Base	HOV-2+	
	2046	Open	Open	Base	Yes	EPS	No	***2 lanes/dir***	Base	HOV-3+	
I-10 Sensitivity Test 4	2030	Open	Open	Base	Yes	***EPS-Downside***	No	1 lane/dir	Base	HOV-3+	
	2046	Open	Open	Base	Yes	***EPS-Downside***	No	1 lane/dir	Base	HOV-3+	
I-10 Sensitivity Test 5	2030	Open	Open	Base	Yes	EPS	No	1 lane/dir	Base	***HOV-2+***	
	2046	Open	Open	Base	Yes	EPS	No	1 lane/dir	Base	***HOV-2+***	
I-10 Sensitivity Test 6	2030	Open	Open	Base	Yes	EPS	No	1 lane/dir	***Lower***	HOV-3+	
	2046	Open	Open	Base	Yes	EPS	No	1 lane/dir	***Lower***	HOV-3+	
I-10 Sensitivity Test 7	2030	Open	Open	Base	Yes	EPS	No	1 lane/dir	Base	HOV-3+	***Zero min. toll***
	2046	Open	Open	Base	Yes	EPS	No	1 lane/dir	Base	HOV-3+	***Zero min. toll***

I-15 Scenarios

Scenario	Year(2)	I-10 Express Lanes Assumption	I-15 Express Lanes Assumption	Access/ Interchange Configuration	I-10/I-15 Direct Connectors	Socio-economic Assumptions	Key Network Assumptions: E-W Truck	VOT	Minimum Occupancy for Free Access	Other Assumption Changes
I-15 Alt. A	2030	Open	Open	Base	Yes	EPS	No	Base	HOV-3+	
	2046	Open	Open	Base	Yes	EPS	No	Base	HOV-3+	
	2056	Open	Open	Base	Yes	EPS	No	Base	HOV-3+	
I-15 Alt. B (Upside)	2030	Open	Open	Base	Yes	***EPS-Upside***	No	***Higher***	HOV-3+	
	2046	Open	Open	Base	Yes	***EPS-Upside***	No	***Higher***	HOV-3+	
	2056	Open	Open	Base	Yes	***EPS-Upside***	No	***Higher***	HOV-3+	
I-15 Alt. C (Regionally Accepted Inputs)	2030	Open	Open	Base	***No***	***SBTAM***	No	Base	***HOV-2+***	
	2046	Open	Open	Base	***No***	***SBTAM***	***Yes***	Base	***HOV-2+***	
	2056	Open	Open	Base	***No***	***SBTAM***	***Yes***	Base	***HOV-2+***	
I-15 Sensitivity Test 1	2030	Open	Open	Base	***No***	EPS	No	Base	HOV-3+	
	2046	Open	Open	Base	***No***	EPS	No	Base	HOV-3+	
I-15 Sensitivity Test 2	2030	Open	Open	Base	Yes	EPS	No	***Higher***	HOV-3+	
	2046	Open	Open	Base	Yes	EPS	No	***Higher***	HOV-3+	
I-15 Sensitivity Test 3	2030	Open	Open	Base	Yes	***EPS-Downside***	No	Base	HOV-3+	
	2046	Open	Open	Base	Yes	***EPS-Downside***	No	Base	HOV-3+	
I-15 Sensitivity Test 4	2030	Open	Open	Base	Yes	EPS	No	Base	***HOV-2+***	
	2046	Open	Open	Base	Yes	EPS	No	Base	***HOV-2+***	
I-15 Sensitivity Test 5	2030	Open	Open	Base	Yes	EPS	No	***Lower***	HOV-3+	
	2046	Open	Open	Base	Yes	EPS	No	***Lower***	HOV-3+	
I-15 Sensitivity Test 6	2030	Open	Open	Base	Yes	EPS	No	Base	HOV-3+	***Zero min. toll***
	2046	Open	Open	Base	Yes	EPS	No	Base	HOV-3+	***Zero min. toll***

(1) Assume a lane is added in each direction on Segment 1 on I-10 (from LA county line to Haven) and open to tolling by 2021.

(2) Years shown for I-15 represent opening year, and intermediate and forecast years that are consistent with an I-10 analysis year but are subject to change.

NOTES: In each subsequent scenario, changes from Alt. A are highlighted in bold.

I-10 base configuration to include two express lanes per direction from LA County line to SR 210 and 1 lane per direction from SR 210 to Ford Street.

I-15 base configuration to include two express lanes per direction from I-10 to US 395 and 1 lane per direction from I-10 to county line.

Each alternative will be run over a range of toll rates to identify the toll rates that would optimize revenue or optimize traffic usage of the express lanes.

A revenue optimizing revenue stream and a traffic optimizing revenue stream will be developed for Alts. A, B, C.

Each sensitivity test will be run assuming either revenue optimization or traffic optimization. Additional combinations can be run as schedule and budget permits.

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 33

Date: April 11, 2013

Subject: Cooperative Agreement with the Southern California Regional Rail Authority for the Laurel Street Grade Separation Project

Recommendation:* Approve Cooperative Agreement No. C13065 with the Southern California Regional Rail Authority for the Laurel Street Grade Separation Project in a not-to-exceed amount of $265,000 for railroad work, flagging, and administration and inspection costs.

Background: The Laurel Street Grade Separation Project will improve safety and reduce traffic delays along Laurel Street by separating pedestrians and vehicles from train traffic on six tracks along the BNSF rail corridor. San Bernardino Associated Governments (SANBAG) is the lead agency for the construction phase of the project pursuant to Cooperative Agreement No. C12037 that was executed between SANBAG and the City of Colton in December 2011.

Staff is recommending approval of cooperative agreement No. C13065 with the Southern California Regional Rail Authority (SCRRA) for the Laurel Street Grade Separation Project. The Laurel Street Grade Separation railroad shoo-fly will encroach into the SCRRA Eastern Maintenance Facility (EMF) during construction. While the underlying fee title of the EMF belongs to the BNSF Railway Company, SCRRA holds a permanent operating easement. The terms of the cooperative agreement with SCRRA are given below.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1304a-pm

Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13065.docx

At Project cost, SANBAG will pay SCRRA a total not-to-exceed amount of $265,000 for railroad work within the EMF property. The design and construction of the EMF tail tracks was temporarily modified from its ultimate configuration in order to accommodate the construction of the Laurel Street Grade Separation shoo-fly. After the construction of the Laurel Street Grade Separation, SCRRA will construct the EMF tail tracks to its ultimate configuration.

SANBAG will construct the bridge abutments for a future bridge that will be part of a future phase of the EMF facility expansion. The cost of the construction of the abutments is estimated at $189,000 and will be constructed as part of the Laurel Street Grade Separation project.

SCRRA will cooperate with SANBAG on the construction of the Laurel Street Grade Separation project and will allow SANBAG's contractor to work within the EMF facility. Administration and inspection costs for the Laurel Street Grade Separation project are included under this agreement.

SCRRA agrees to vacate its permanent operating easement over areas where a permanent storm water basin and pump station will be constructed which SANBAG will acquire the right-of-way in fee title.

Staff is recommending approval of cooperative agreement No. C13065 with SCRRA in order to proceed with the project. The approval of this agreement is required to certify the right-of-way for the project.

Financial Impact: The costs under the agreement are accounted for in the 2012/2013 fiscal year budget. The costs under the agreement will be funded with Traffic Congestion Relief Program funds, and with City of Colton, BNSF, and Union Pacific Railroad local funds.

Reviewed By: This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 14, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the contract.

Responsible Staff: Dennis Saylor, Project Manager

CONTRACT SUMMARY SHEET

Contract No. C 13065 Amendment No. 0

By and Between

San Bernardino Transportation Commission and Southern California Regional Rail Authority

Contract Description Cooperative Agreement for Laurel Street Grade Separation

Board of Director's Meeting Date: April 3, 2013

Overview of BOD Action: Approve Cooperative Agreement No. C13065 with the Southern California Regional Rail Authority (SCRRA) for the Laurel Street Grade Separation Project in a not-to-exceed amount of $265,000 for railroad work, flagging, and administration and inspection costs.

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

CONTRACT OVERVIEW

Original Contract Amount	$	265,000.00	Original Contingency Amount	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	Revised Contingency Amount *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	Contingency Amendment	$	0
TOTAL CONTRACT VALUE	$	265,000.00	TOTAL CONTINGENCY VALUE	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	265,000.00

Contract Start Date	Current Contract Expiration	Revised Contract Expiration Date
April 3, 2013	December 30, 2016	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0884.
☐ A Budget Amendment is required.

How are we funding current FY? TCRP, UPRR, BNSF, and City of Colton

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

Provide Brief Overview of the Overall Funding for the duration of the Contract:
72.34% TCRP, 7.7% UPRR, 10% BNSF, and 9.96% City of Colton.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

PAUL MELOCOTON Project Manager (Print Name)	Signature	2/28/13 Date
Garry Cohoe Task Manager (Print Name)	Signature	2-28-13 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Signature	3/6/13 Date
Jeffery Hill Contract Administrator (Print Name)	Signature	3/8/13 Date
W. STAWARSKI Chief Financial Officer (Print Name)	Signature	3/12/13 Date

SANBAG CONTRACT # C13065

COOPERATIVE AGREEMENT

BETWEEN THE

SAN BERNARDINO ASSOCIATED GOVERNMENTS AND THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

FOR

THE LAUREL STREET GRADE SEPARATION PROJECT

I. PARTIES

A. This Cooperative Agreement ("Agreement") is executed by and between the SAN BERNARDINO ASSOCIATED GOVERNMENTS ("SANBAG"), acting as the San Bernardino County Transportation Commission, and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY ("SCRRA") (hereafter individually known as "Party" and together the "Parties").

II. RECITALS

A. SANBAG is a joint exercise of powers authority designated as the San Bernardino County Transportation Commission, created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

B. SCRRA is a joint powers authority created and existing pursuant to California Government Code Section 6500 et seq., and Public Utilities Code Section 130255.

C. SANBAG is lead agency with regard to planning and development of the expansion of the Eastern Maintenance Facility Project (hereafter known as "EMF") and the Laurel Street Grade Separation Project (hereafter known as Project).

1. The EMF expansion will accommodate the staging, servicing, and maintenance of trains, inclusive of operations for the San Bernardino and Inland Empire Orange County lines. The EMF site is depicted on Exhibit "A", attached to and made a part of this Agreement.

2. The Laurel Street Grade Separation Project will separate vehicular traffic from six tracks along the BNSF Railway Company (BNSF) corridor and one track along the SCRRA corridor by an underpass structure. The Laurel Street Grade Separation Project is depicted on Exhibit "A" and made part of this Agreement.

D. SANBAG as lead agency is primarily responsible for all design and construction of the EMF. SANBAG entered into a cooperative agreement with SCRRA on July 21, 2012 for the EMF. SCRRA controls, operates, and maintains the EMF

pursuant to its rights under a December 12, 2007 agreement with the BNSF and upon completion of construction will operate and maintain the service, right-of-way and associated infrastructure relative to the operating envelope to be developed through the EMF.

E. SANBAG as lead agency is primarily responsible for all design, acquisition of right of way, and construction of the Project. SANBAG entered into a construction and right-of-way cooperative agreement with the City of Colton on December 7, 2011. Per the cooperative agreement, upon completion of construction, City of Colton will accept all right-of-way acquired for the Project and will operate and maintain any portion of the Project within City of Colton right-of-way.

F. To construct a temporary railroad shoo-fly for the Project (hereafter known as "Shoo-fly"), it is anticipated that SANBAG will acquire a Temporary Construction Easement (TCE) from BNSF within the EMF as shown in Exhibit "B" and made part of this Agreement. The area designated for the TCE is currently owned by BNSF in fee title and is subject to a permanent operating easement by SCRRA for the EMF facility. Areas that are owned in fee-title by SCRRA or areas that contain a permanent operating easement by SCRRA are hereafter known as "SCRRA right-of-way".

G. The Shoo-fly is in conflict with a portion of the tail tracks for the Phase 3 expansion of the EMF facility (hereafter known as "Tail-tracks"). The area of conflict is depicted on Exhibit "A" and made part of this Agreement. The Tail-tracks were temporarily modified in the final design of the EMF to accommodate the conflict with the Shoo-fly.

H. The scope of the Project includes drainage improvements that will collect and convey storm water runoff from the EMF facility and will be of benefit to SCRRA. Said drainage improvements will include a pump station, storm water force main, and a detention basin, all of which will be owned and maintained by the City of Colton.

I. To construct a storm water detention basin and pump station, SANBAG will acquire, portions of right-of-way in fee title from BNSF that are located within the EMF and are depicted on Exhibit "C" and made part of the Agreement. Said portions of right-of-way are currently owned by BNSF in fee title and contain a permanent operating easement by SCRRA for the EMF facility.

J. SANBAG will enter into a Construction and Maintenance (C&M) agreement with BNSF for the Project. Under the C&M agreement, BNSF will construct, operate, maintain, and remove the Shoo-fly and related signal work. After removal of the Shoo-fly, SANBAG's contractors will perform grading work within the EMF to specifications for the reconstruction of the Tail tracks.

K. The current scope of the Project includes construction of bridge abutments to accommodate a future SCRRA bridge over Laurel Street as part of future work for the EMF facility (hereafter known as "Abutments"). The Abutments are depicted on Exhibit "D" and made part of this Agreement. The Abutments will be owned and maintained by the City of Colton.

L. The Parties desire to enter into this Agreement for the purpose of documenting the terms and conditions of cooperation between the Parties with regard to the Project.

III. PARTIES RESPONSIBILITIES

A. General

1. SCRRA shall vacate or quit-claim to BNSF its permanent operating easement over portions of right-of-way necessary for the Project as shown in Exhibit "C" for the construction of a storm water detention basin and pump station.

2. SCRRA shall issue a Right-of-Entry permit, per SCRRA terms and conditions, to SANBAG's contractor and other designated persons for work within the EMF for the Project.

3. Upon removal of the Shoo-fly, SANBAG shall grade the site to accommodate construction of the portion of the Tail-tracks and all associated components that were modified for the EMF expansion project, as shown in Exhibit "A", as Project cost. SANBAG will comply with SCRRA Standards, Specifications and Procedures. Grading details for sub-ballast are shown on Exhibit "E", attached to and made part of this Agreement.

4. SANBAG agrees that the contract with its construction contractor will require insurance coverage meeting SCRRA's requirements for work within SCRRA's right-of-way. Builders' Risk insurance shall name SCRRA and SANBAG as insured parties and other Policies must contain an additional insured endorsement naming SCRRA, its member agencies, other operating railroads, and their officers, agents, and employees as additional insured parties. This insurance coverage must be evidenced by a Certificate of Insurance in a form satisfactory to SCRRA which will be delivered to SCRRA before the commencement of work.

5. SANBAG will require that its contractors fully comply with SCRRA's published Right-of-Entry procedures, that protection reasonably acceptable to SCRRA is put in place for all project activities that have potential to affect SCRRA's services or customers, and that all personnel working on or near SCRRA's right-of-way are trained to comply with SCRRA Right-of-Entry procedures and protection requirements.

6. SANBAG will require that its contractors and employees comply with all SCRRA and BNSF rules, regulations, restrictions, codes of conduct, standards, procedures, and safety obligations adopted and published as of the date of SANBAG's contract with its contractor. Any deviation from same will require SCRRA advance approval.

7. SANBAG will provide full access for emergency services throughout all worksites at all times.

8. During construction, SANBAG will require that its contractor(s) comply with the following in order that the Project work does not cause detrimental impact to any SCRRA owned or maintained infrastructure or equipment, as well as to ensure the safety of SCRRA staff and its ridership:

   a. Except as specifically approved in writing in advance by SCRRA, the Contractor may not move, relocate, remove, obstruct, or otherwise interfere with any railroad tracks, signals, cables, signs, flags, or other railroad facilities, or any service or connection to any railroad facilities, that are in operation.

   b. Maintain safe access to all SCRRA services, facilities and places of work in the event of temporary or permanent road closures, with appropriate signage, designated walkways free of hazards, vehicular routes and illumination.

9. Following the grading and construction of the sub-ballast as referenced in Exhibit E, as Project cost, SCRRA shall construct and install the Tail Tracks and associated components that were modified in the EMF expansion project to accommodate the Shoo-fly. Said cost for the construction and installation of Tail-tracks shall be a not-to-exceed amount of $230,000. SANBAG will also reimburse SCRRA for all SCRRA flagging costs up to a total amount of not-to-exceed $10,000 and administration and inspection costs up to a total amount of not-to-exceed $25,000.

10. SCRRA will send monthly invoices to SANBAG. With each monthly invoice, SCRRA will include all back-up material including but not limited to detailed expenditures, time cards, invoices from third parties including consultants and contractors, and descriptions of activities performed. SANBAG will pay invoices within thirty (30) days of receipt of a complete invoice that contains all back-up material. SANBAG acknowledges that until SCRRA receives formal approval of its overhead rates by the Federal Transit Administration, (FTA), SCRRA's cognizant audit agency, at the completion of its audit, an estimated allocated overhead rate will be provided for invoicing purposes. SANBAG will reimburse SCRRA on a time and materials basis in the total amount not-to-exceed $265,000 ("SCRRA Expense Cap") for total costs incurred by SCRRA pursuant to this Agreement, associated with the Project.

11. Within 30 days of execution of this Agreement, SCRRA shall invoice SANBAG for an initial deposit in the amount of $26,500 and SANBAG will pay the invoice within 20 working days.

12. At least 60 days prior to issuing a Notice to Proceed for the construction and installation of the Tail-tracks, SANBAG will deliver to SCRRA an additional deposit in the amount of $92,000.00 (ninety-two thousand dollars). SANBAG will offset the deposit funds for the initial deposit of $26,500.00 and the additional deposit of $92,000.00 (totaling $118,500.00) against amounts due for monthly progress payments to

SCRRA beginning with the first month billing/payment after the Notice to Proceed. SCRAA shall provide all documentation and back up materials for all expenditures and costs incurred against the deposits in accordance with the requirements of this MOU as to monthly invoices and payments.

13. At SANBAG's cost, SCRRA will review and approve the design of the Abutments prior to construction of the Project.

14. SANBAG will construct Abutments as part of the Project as a Project cost.

15. The Parties shall agree on a schedule of testing and inspection of the construction of Abutments. SANBAG will also report to SCRRA on all construction inspection and testing of Abutments, and will seek SCRRA concurrence prior to final inspection and SCRRA acceptance of Abutments.

16. All Project work performed by SANBAG, or performed on SANBAG's behalf, will be performed in accordance with all applicable state, federal, and local laws, regulations, policies, standards and procedures and SCRRA standards for operational tracks.

17. SCRRA agrees to the following obligations:

a. To reasonably cooperate and not interfere with the Project.

b. To timely review and communicate approval of all submittals from SANBAG or SANBAG consultant within 20 working days of receipt.

c. To timely appoint various personnel in writing to SANBAG designating specific staff members for fulfilling various duties under this Agreement.

d. To timely notify SANBAG of any changes to various personnel in writing to SANBAG modifying any designated staff members responsible for fulfilling various duties under this agreement.

e. To timely execute and deliver any and all documents reasonably necessary to convey rights of entry and/or fee or easement rights in SCRRA right of way and operating easement properties as and to the extent needed for the Project.

IV. MISCELLANEOUS

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

B. All of the exhibits attached to this Agreement are hereby incorporated by this reference.

C. 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).

D. Neither SCRRA, nor the Operating Railroads (BNSF, Amtrak and Union Pacific), nor any of SCRRA's board members, member agencies other than SANBAG, officers, agents, volunteers, contractors, or employees will be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SANBAG under or in connection with the Project or this Agreement. To the fullest extent allowed by law, SANBAG will indemnify, defend, and hold harmless SCRRA, Operating Railroads, as well as their respective board members, member agencies other than SANBAG, officers, agents, volunteers, contractors, and employees ("SCRRA Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SCRRA Indemnitees arising out of or connected with any acts or omissions on the part of SANBAG, its Board, officers, agents, contractors, or employees under or in connection with the Projects or this Agreement. This indemnity will survive expiration or termination of this Agreement.

E. Neither SANBAG, nor its Board, member agencies, officers, agents, volunteers, contractors, or employees will be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SCRRA under or in connection with the Project or this Agreement. To the fullest extent allowed by law, SCRRA will indemnify, defend, and hold harmless SANBAG, as well as its Board, officers, agents, contractors, and employees ("SANBAG Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SANBAG Indemnitees arising out of or connected with any acts or omissions on the part of SCRRA, its board members, officers, agents, volunteers, contractors or employees under or in connection with the Projects or this Agreement. This indemnity will survive expiration or termination of this Agreement.

F. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. Venue shall be in San Bernardino County.

G. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation will be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

H. Termination. Both SANBAG and SCRRA shall have the right at any time, to terminate this Agreement by giving thirty (30) calendar days written notice to the other party, specifying the date of termination. Such termination shall be subject to the continuing obligations of this Agreement contained in Part III. D. sections 27 and 28, and Part VII A and B.

I. This Agreement shall terminate upon completion of obligations set forth in this agreement, or on December 30, 2016, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement.

J. Notification. Each Party will designate a person to be responsible for day-to-day communications regarding work under the Projects. For SCRRA, the initial person designated will be Patricia Watkins, with a copy to Legal Counsel. For SANBAG, the initial person designated shall be Garry Cohoe. All notices and communications regarding this Agreement, interpretation of the terms of this Agreement, or changes thereto will be provided as follows:

Legal Department Metrolink / SCRRA One Gateway Plaza, 12th Floor Los Angeles, CA 90012 ATTN: General Counsel	SANBAG San Bernardino Associated Governments 1170 W. 3rd Street San Bernardino, CA 92410-1715 ATTN: Executive Director CC: General Counsel

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

L. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the Project and supersedes any previous agreements or understandings arising prior to the execution of this Agreement.

M. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of the Agreement shall not be affected and shall be enforced to the greatest extent permitted by law."

SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY

APPROVED

By:_____
Patrick Morris
Chair, Board of Directors

Date:_____

APPROVED AS TO FORM:

By:_____
Donald O. DelRio
General Counsel

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

By:_____
Janice Rutherford
President, Board of Directors

Date:_____

APPROVED AS TO FORM:

By:_____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By:_____
Jeffery Hill
Contract Administrator

EXHIBIT A

Laurel Street Grade Separation Project
And
Eastern Maintenance Facility

EXHIBIT B

Laurel Street Grade Separation Project
Right of Way Requirements

Temporary Construction Easement

EXHIBIT C

Laurel Street Grade Separation Project
Right of Way Requirements

Fee Acquisition

EXHIBIT D

Future EMF Bridge Abutments

EXHIBIT E

Laurel Street Grade Separation Project

Grading and Paving Plans

EXHIBIT A

Laurel Street Grade Separation Project
And
Eastern Maintenance Facility

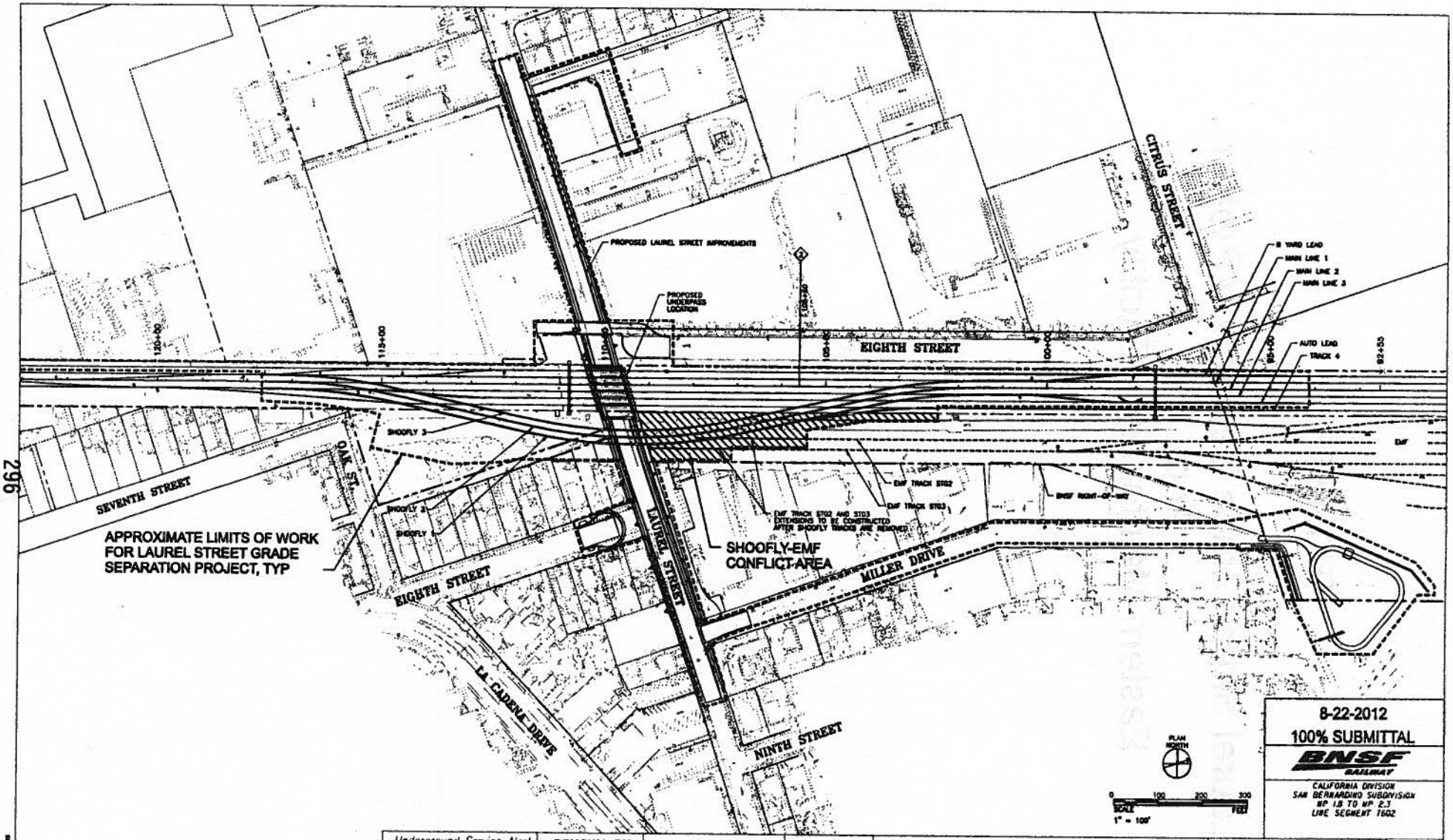

APPROXIMATE LIMITS OF WORK FOR LAUREL STREET GRADE SEPARATION PROJECT, TYP
SHOOFLY-EMF CONFLICT AREA
PROPOSED LAUREL STREET IMPROVEMENTS
PROPOSED UNDERPASS LOCATION
EIGHTH STREET
SEVENTH STREET
NINTH STREET
MILLER DRIVE
LAUREL STREET
OAK ST.
CITRUS STREET
LA CADENA DRIVE
SHOOFLY 3
SHOOFLY 2
SHOOFLY
EMF TRACK ST02
EMF TRACK ST03
EMF TRACK ST02 AND ST03 EXTENSIONS TO BE CONSTRUCTED AFTER SHOOFLY TRACKS ARE REMOVED
BNSF RIGHT-OF-WAY
EMF
B YARD LEAD
MAIN LINE 1
MAIN LINE 2
MAIN LINE 3
AUTO LEAD
TRACK 4
120+00
115+00
110+00
105+00
100+00
95+00
92+55
PLAN NORTH
SCALE 1" = 100'
0 100 200 300 FEET
8-22-2012
100% SUBMITTAL
BNSF RAILWAY
CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP 1.8 TO MP 2.3
LINE SEGMENT 7602
Underground Service Alert
Call: TOLL FREE 1-800 422-4133
TWO WORKING DAYS BEFORE YOU DIG
BENCHMARK
SEE GENERAL NOTES SHEET FOR BENCHMARK INFORMATION
SANBAG
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov
CITY OF COLTON
PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT
CITY ENGINEER
PRINCIPAL ENGINEER R.C.E. No. 75468 DATE
8/17/2012
PLAN NO. 1282-1
LAUREL STREET GRADE SEPARATION PROJECT
EXHIBIT A
SHEET 1 OF 1

EXHIBIT B

Laurel Street Grade Separation Project
Right of Way Requirements

Temporary Construction Easement

EXHIBIT 'A'
Legal Description

That portion of Blocks 8, 11 and 12, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the intersection of the northerly line of Laurel Street, 66 feet wide, with the easterly line of Eighth Street, 80 feet wide, as shown on the map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County, said easterly line also being the westerly line of the 100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County;

Thence along said easterly line and said westerly line, North 18°21'19" East 1944.98 feet;

Thence leaving said easterly and westerly lines, South 71°38'41" East 100.00 feet to the easterly line of said 100-foot wide strip of land;

Thence along said easterly line, South 18°21'19" West 237.99 feet;

Thence leaving said easterly line, South 71°40'57" East 12.96 feet;

Thence South 18°19'03" West 28.35 feet;

Thence North 71°40'57" West 12.98 feet to said easterly line;

Thence along said easterly line, South 18°21'19" West 24.84 feet;

Thence leaving said easterly line, South 71°38'41" East 16.41 feet;

Thence South 18°21'19" West 34.23 feet;

Thence North 71°38'41" West 16.41 feet to said easterly line;

Thence along said easterly line, South 18°21'19" West 258.36 feet;

Thence leaving said easterly line, South 71°38'41" East 107.92 feet to a line parallel with and distant 157.92 feet from the centerline of said 100-foot wide strip of land;

Thence along said parallel line, South 18°21'19" West 1291.03 feet to said northerly line;

Thence along said northerly line, South 89°42'12" West 219.45 feet to the **POINT OF BEGINNING.**

EXCEPTING THEREFROM that portion lying within the land conveyed in the Quitclaim Deed to Javier Soto and Antonio Cuevas recorded August 16, 2002 as Document No. 2002-0430701 of Official Records of said County.

ALSO EXCEPTING THEREFROM that portion described as follows:

BEGINNING at the intersection of the northerly line of Laurel Street, 66 feet wide, with a line parallel with and distant 157.92 feet from the centerline of the100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County;

Thence along said parallel line, North 18°21'19" East 56.89 feet;

Thence leaving said parallel line, North 71°39'16" West 8.45 feet;

Thence South 18°20'44" West 59.74 feet to said northerly line;

Thence along said northerly line, North 89°42'12" East 8.91 feet to the **POINT OF BEGINNING.**

The above described parcel contains 334,291 square feet (7.674 acres), more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

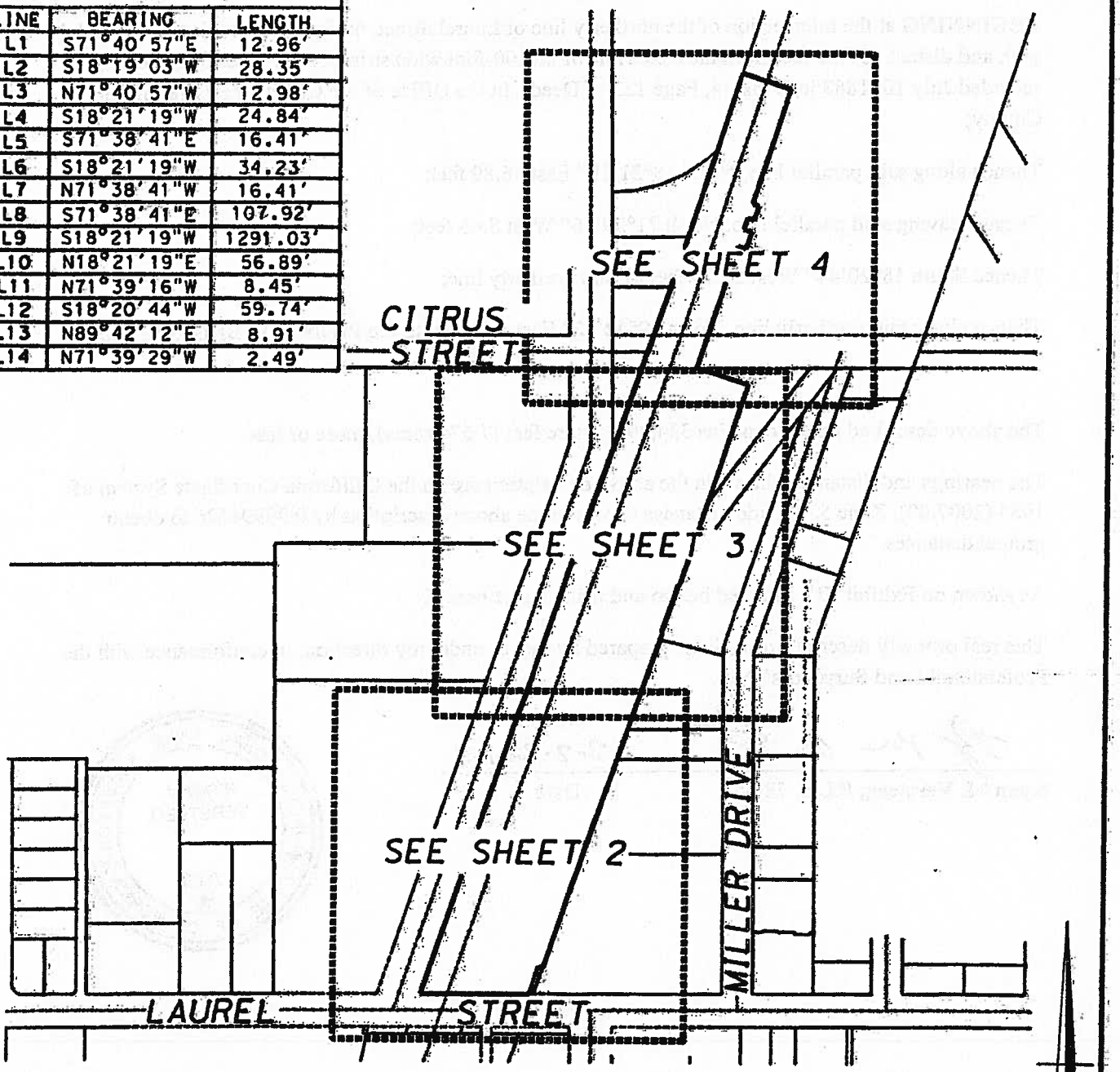
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

2-2-2012

Ryan M. Versteeg, P.L.S. 7809 Date

EXHIBIT 'B'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S71°40'57"E	12.96'
L2	S18°19'03"W	28.35'
L3	N71°40'57"W	12.98'
L4	S18°21'19"W	24.84'
L5	S71°38'41"E	16.41'
L6	S18°21'19"W	34.23'
L7	N71°38'41"W	16.41'
L8	S71°38'41"E	107.92'
L9	S18°21'19"W	1291.03'
L10	N18°21'19"E	56.89'
L11	N71°39'16"W	8.45'
L12	S18°20'44"W	59.74'
L13	N89°42'12"E	8.91'
L14	N71°39'29"W	2.49'



LEGEND

PROPERTY LINES

EASEMENT AREA

POB — POINT OF BEGINNING

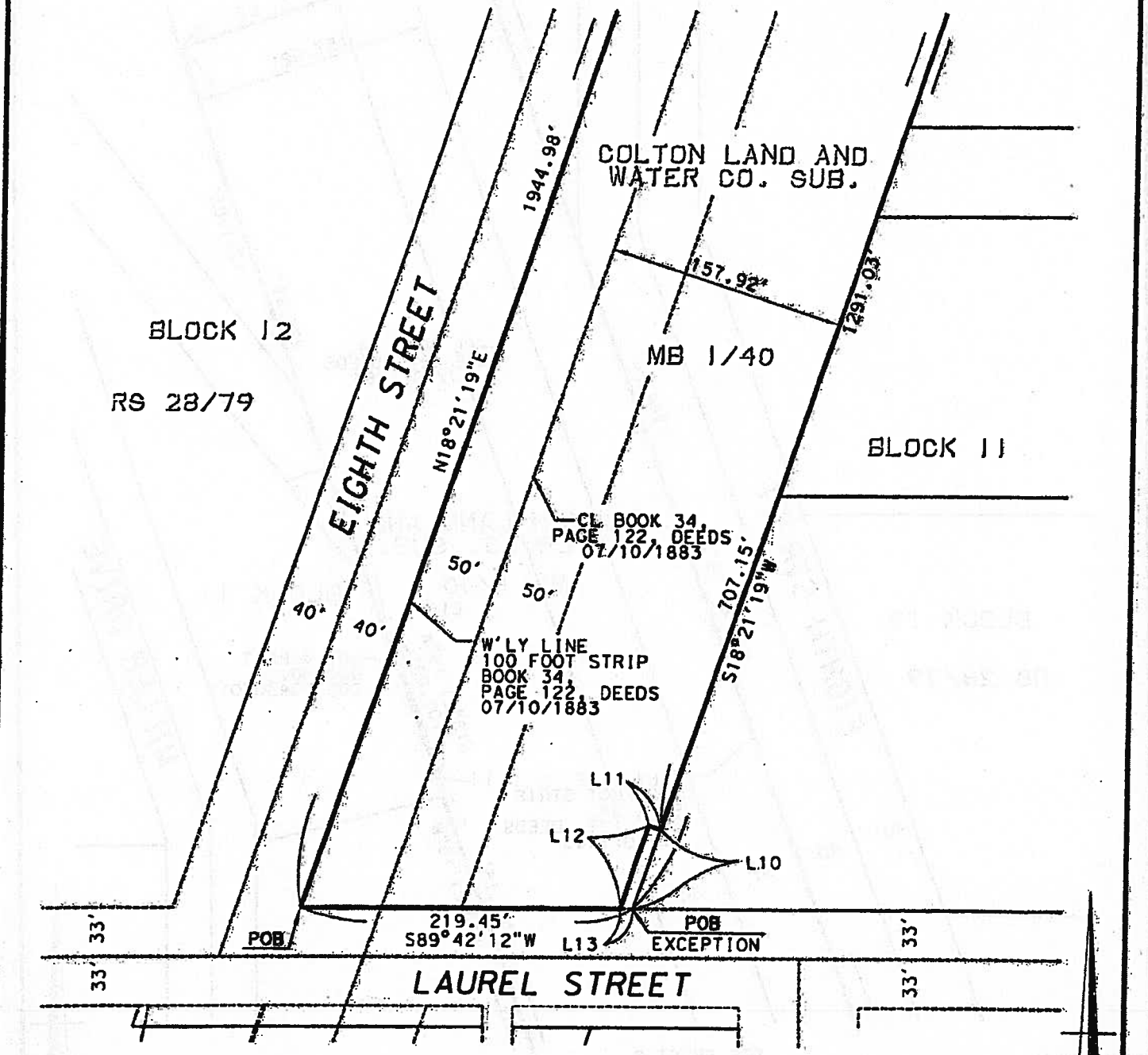
AREA — 334,291± SQUARE FEET

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: KXG
JOB NO.: TRAN0000-0004			DATE: 01/26/12
SHEET: 1 / TOTAL: 4	APN: 0160-151-17, 0160-242-32, 0160-242-33, 0160-242-34, 0160-242-40		SCALE: 1"=300'

EXHIBIT 'B'

SEE SHEET 3



LEGEND

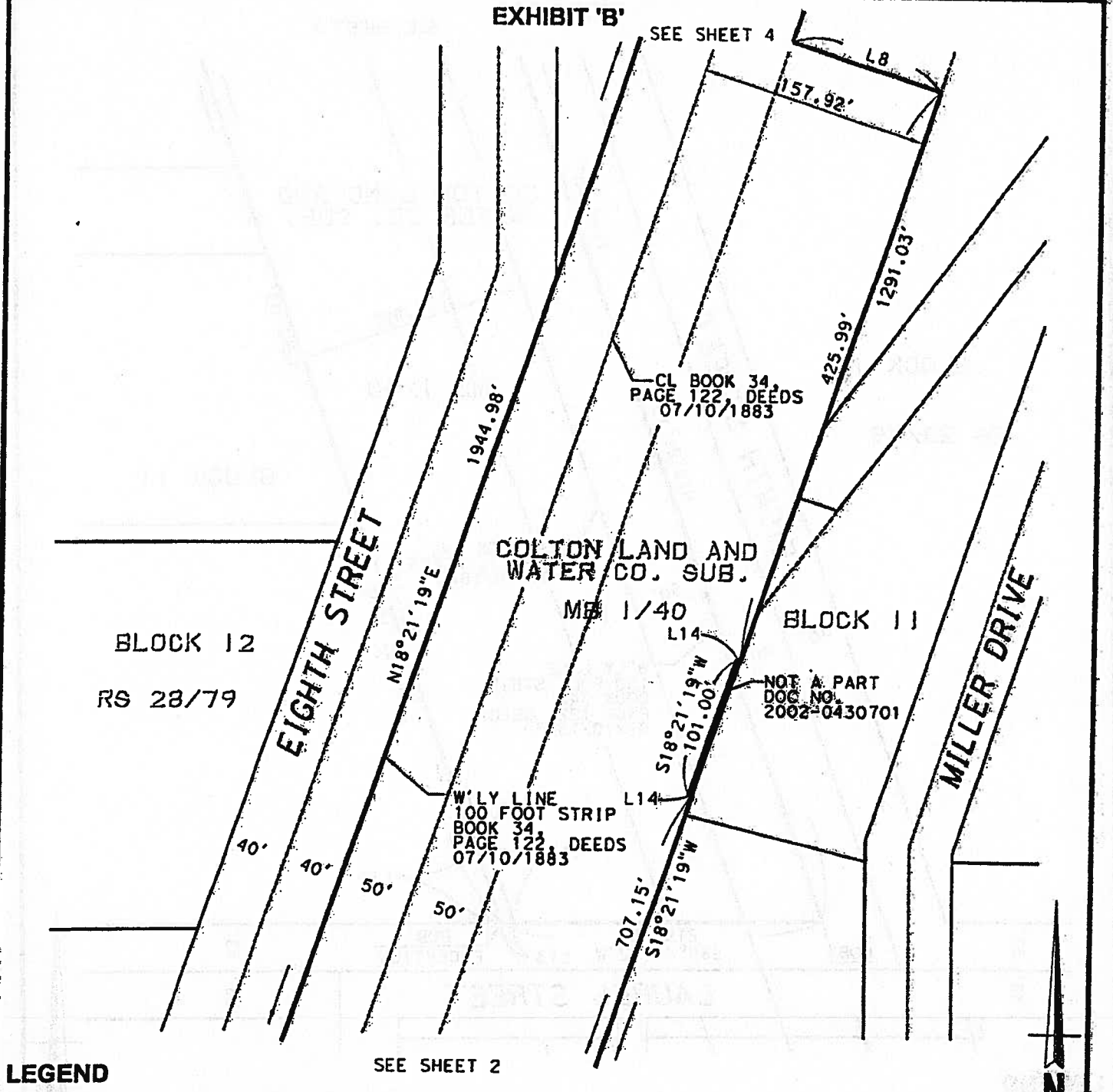
———	PROPERTY LINES
▭	EASEMENT AREA
POB	POINT OF BEGINNING
AREA	334,291± SQUARE FEET

NOTE: SEE SHEET 1 FOR LINE TABLE

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: KXG
JOB NO: TRAN0000-0004			DATE: 01/26/12
SHEET: 2 / TOTAL: 4	APN: 0160-242-33 & 34		SCALE: 1"=100'

EXHIBIT 'B'



LEGEND

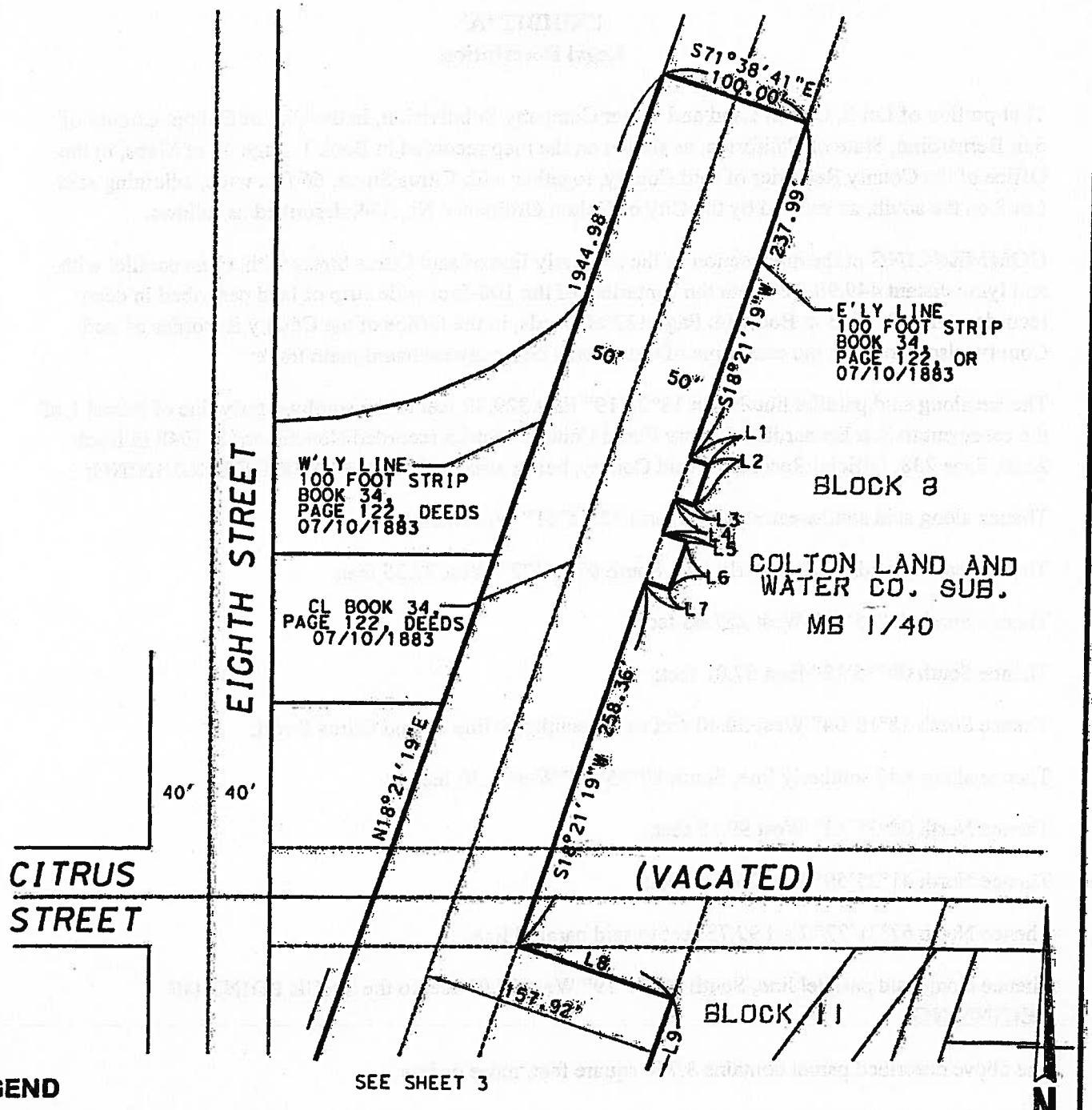
———	PROPERTY LINES
▭	EASEMENT AREA
POB	POINT OF BEGINNING
AREA	334,291± SQUARE FEET

NOTE: SEE SHEET 1 FOR LINE TABLE

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
JOB NO.: TRAN0000-0004	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: KXG
SHEET: 3 / TOTAL: 4	APN: 0160-242-33 & 34		DATE: 01/26/12
			SCALE: 1"=100'

EXHIBIT 'B'



LEGEND

———	PROPERTY LINES
▭	EASEMENT AREA
POB	POINT OF BEGINNING
AREA	334,291± SQUARE FEET

NOTE: SEE SHEET 1 FOR LINE TABLE

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: KXG
JOB NO.: TRAN0000-0004			DATE: 01/26/12
SHEET: 4 TOTAL: 4	APN: 0161-242-33 & 34		SCALE: 1"=100'

EXHIBIT 'A'
Legal Description

That portion of Lot 8, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, together with Citrus Street, 66 feet wide, adjoining said Lot 8 on the south, as vacated by the City of Colton Ordinance No. 474, described as follows:

COMMENCING at the intersection of the southerly line of said Citrus Street with a line parallel with and lying distant 449.98 feet from the centerline of the 100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County, also known as the centerline of the railway company eastward main track;

Thence along said parallel line North 18°21'19" East 329.93 feet to the southwesterly line of Parcel 1 of the easement to San Bernardino County Flood Control District recorded November 13, 1948 in Book 2320, Page 238, Official Records of said County, being also the **TRUE POINT OF BEGINNING;**

Thence along said southwesterly line North 32°15'51" West 0.39 feet;

Thence leaving said southwesterly line, South 67°21'22" West 77.35 feet;

Thence South 41°25'59" West 257.68 feet;

Thence South 00°35'13" East 57.01 feet;

Thence South 18°10'04" West 36.40 feet to the southerly line of said Citrus Street;

Thence along said southerly line, South 89°35'00" West 8.30 feet;

Thence North 00°35'13" West 99.15 feet;

Thence North 41°25'59" East 269.96 feet;

Thence North 67°21'22" East 99.73 feet to said parallel line;

Thence along said parallel line, South 18°21'19" West 27.01 feet to the **TRUE POINT OF BEGINNING.**

The above described parcel contains 8,756 square feet, more or less.

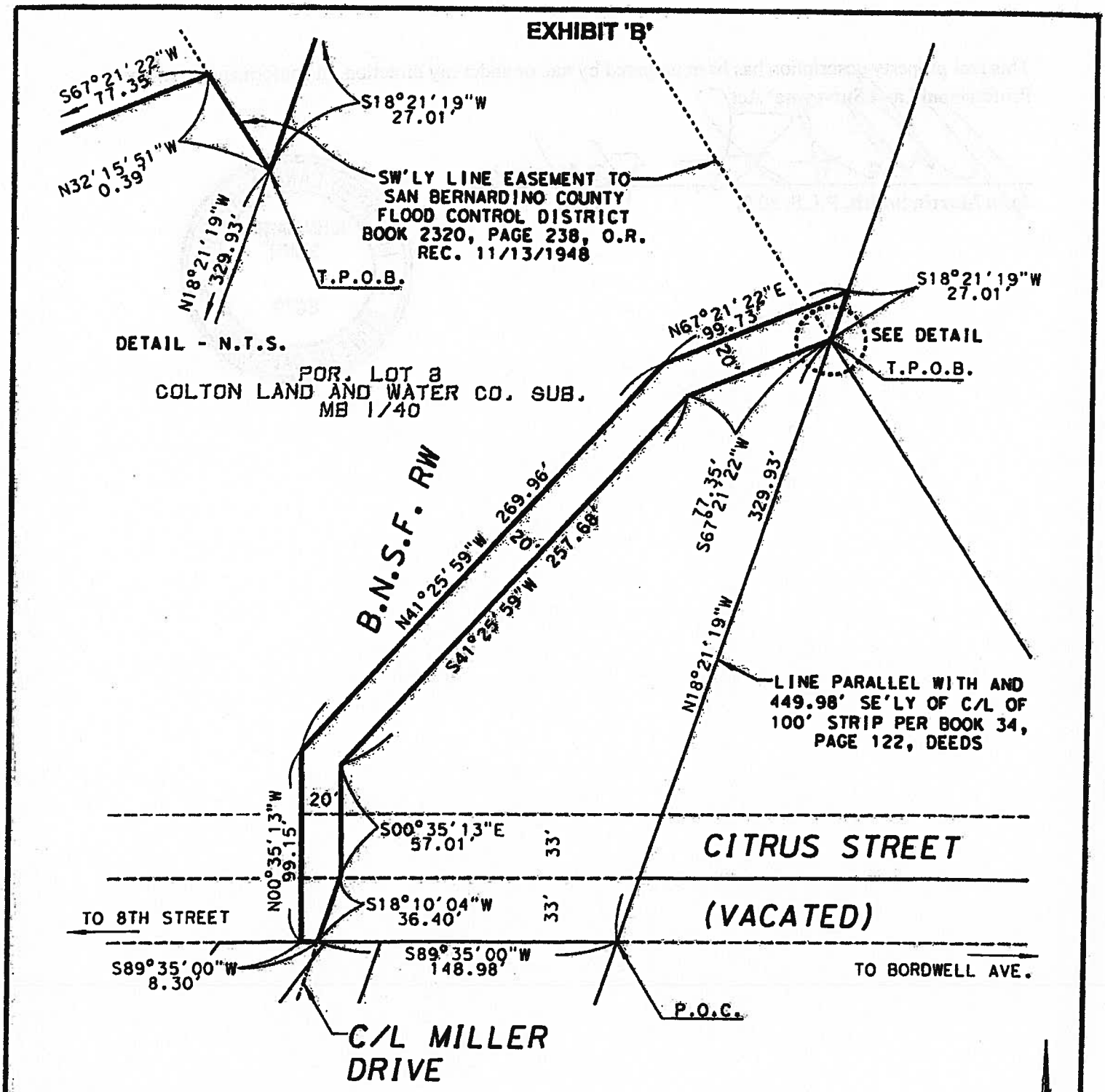
The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

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

5/24/2012

John Martin Smith, P.L.S. 8070 Date



LEGEND

PROPERTY LINES

EASEMENT AREA

P.O.C. POINT OF COMMENCEMENT
T.B.O.B. TRUE POINT OF BEGINNING
AREA 8,756±SQUARE FEET

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: MXSM
JOB NO.: TRAN0000-0004	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: RMVE
SHEET: 1 TOTAL: 1	APN: 0160-161-04		DATE: 05/24/2012
			SCALE: NTS

EXHIBIT C

Laurel Street Grade Separation Project
Right of Way Requirements

Fee Acquisition

EXHIBIT 'A'
Legal Description

That portion of Lot 8, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, together with Citrus Street, 66 feet wide, adjoining said Lot 8 on the south, as vacated by the City of Colton Ordinance No. 474, described as follows:

BEGINNING at the intersection of the southerly line of said Citrus Street with a line parallel with and lying distant 449.98 feet from the centerline of the 100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County, also known as the centerline of the railway company eastward main track;

Thence along said parallel line North 18°21'19" East 329.93 feet to the southwesterly line of Parcel 1 of the easement to San Bernardino County Flood Control District recorded November 13, 1948 in Book 2320, Page 238, Official Records of said County;

Thence along said southwesterly line North 32°15'51" West 0.39 feet;

Thence leaving said southwesterly line, South 67°21'22" West 77.35 feet;

Thence South 41°25'59" West 257.68 feet;

Thence South 00°35'13" East 57.01 feet;

Thence South 18°10'04" West 36.40 feet to the southerly line of said Citrus Street;

Thence along said southerly line, North 89°35'00" East 148.98 feet to the **POINT OF BEGINNING.**

The above described parcel contains 37,243 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

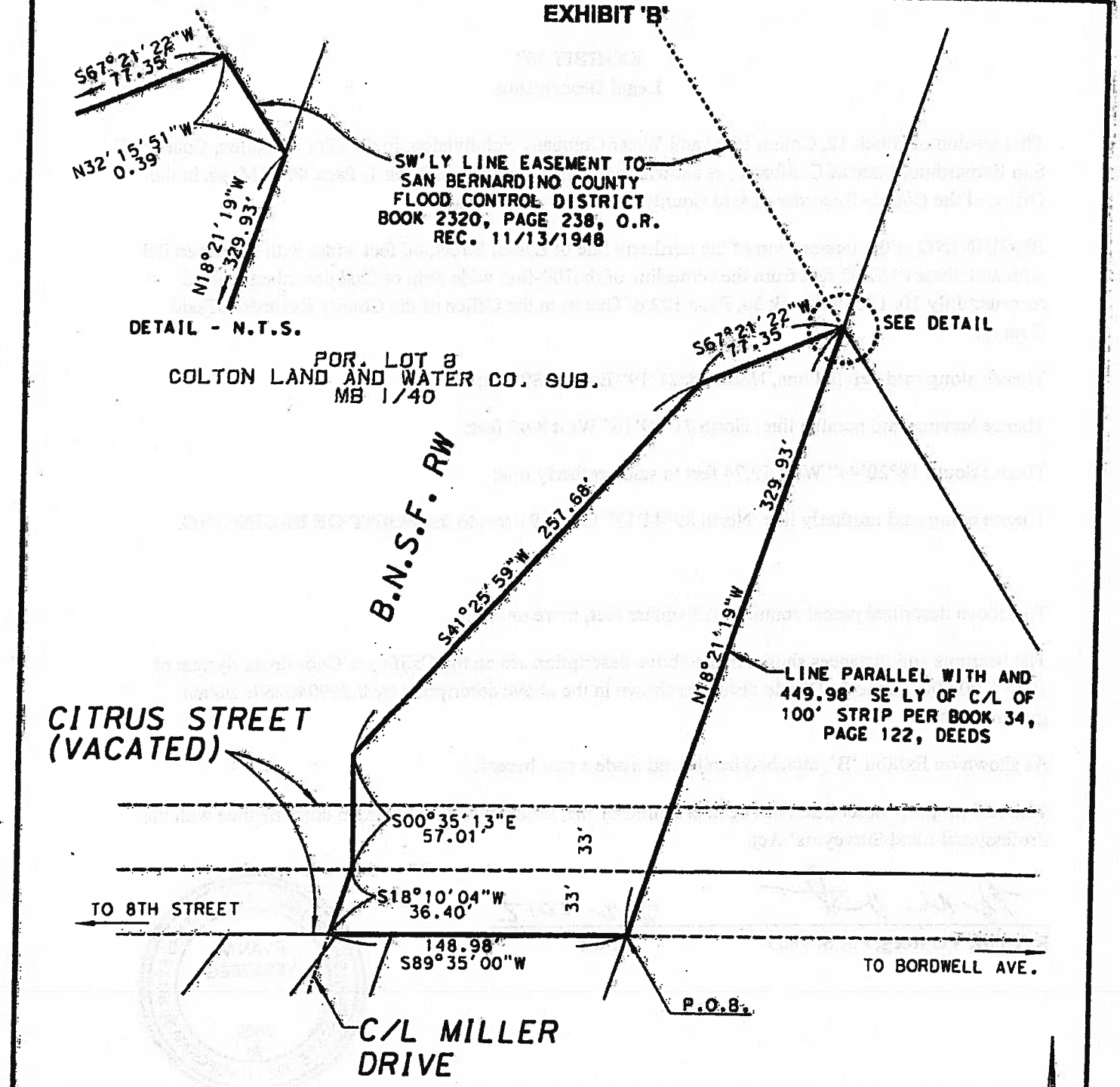
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

5/29/12

John Martin Smith, P.L.S. 8070 Date

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0160-161-04 RW.docx

EXHIBIT 'B'



LEGEND

———	PROPERTY LINES
▭	EASEMENT AREA
POB	POINT OF BEGINNING
AREA	37,243±SQUARE FEET

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: MXSM
JOB NO.: TRAN0000-0004	RIGHT-OF-WAY EASEMENT		DRAWN BY: RMVE
SHEET: 1 / TOTAL: 1	APN: 0160-161-04		DATE: 05/29/2012
			SCALE: NTS

EXHIBIT 'A'
Legal Description

That portion of Block 12, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the intersection of the northerly line of Laurel Street, 66 feet wide, with a line parallel with and distant 157.92 feet from the centerline of the100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County;

Thence along said parallel line, North 18°21'19" East 56.89 feet;

Thence leaving said parallel line, North 71°39'16" West 8.45 feet;

Thence South 18°20'44" West 59.74 feet to said northerly line;

Thence along said northerly line, North 89°42'12" East 8.91 feet to the **POINT OF BEGINNING.**

The above described parcel contains 493 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

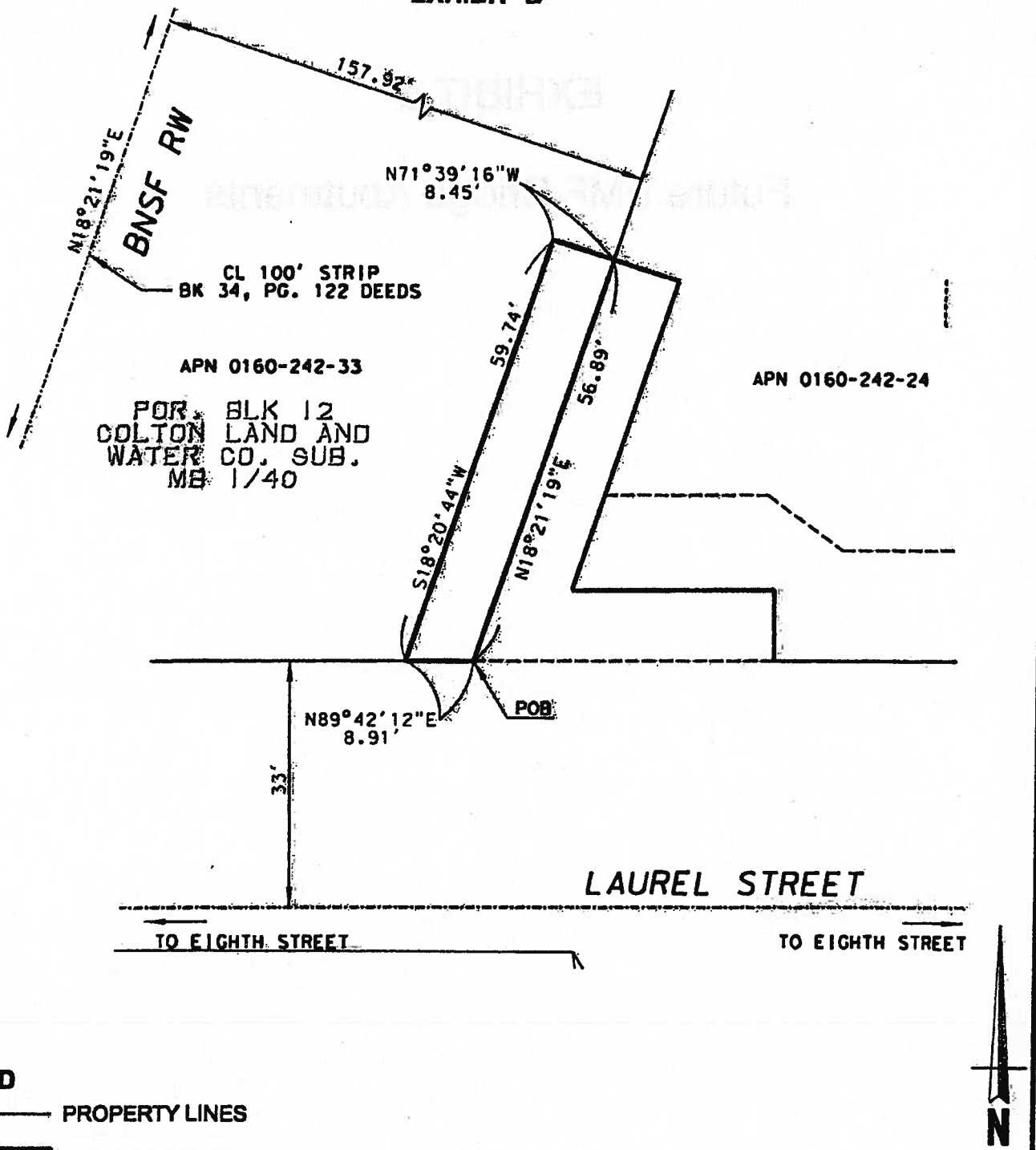
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

2-2-2012

Ryan M. Versteeg, P.L.S. 7809 Date

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0160-242-33 RW.docx

EXHIBIT 'B'



LEGEND

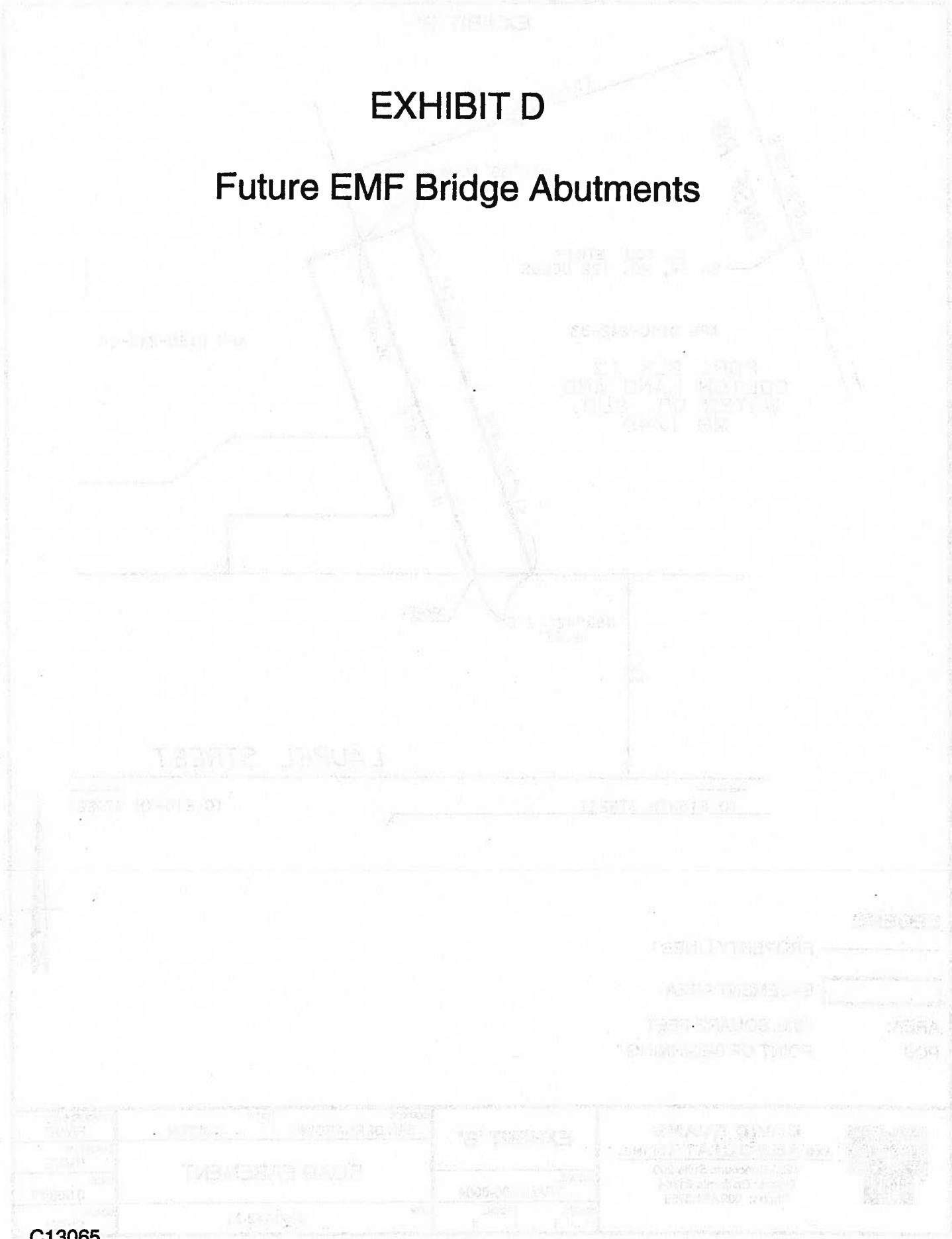
———	PROPERTY LINES
▭	EASEMENT AREA
AREA:	493± SQUARE FEET
POB	POINT OF BEGINNING

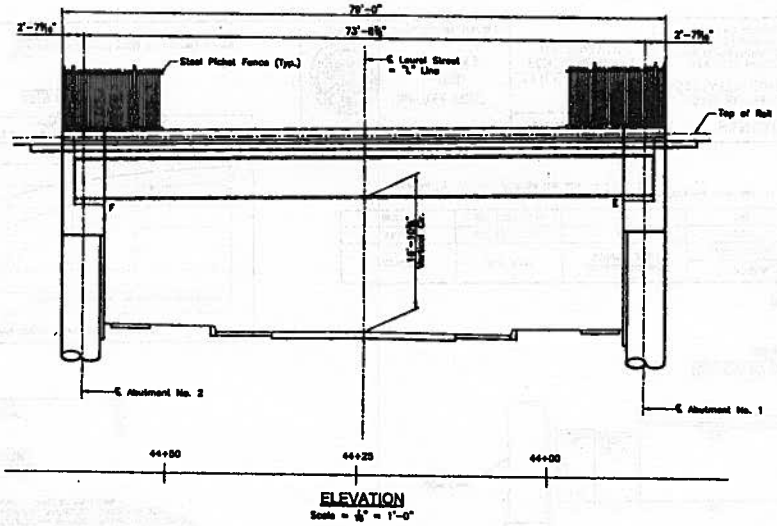
DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	ROAD EASEMENT		DRAWN BY: RMVE
JOB NO.: TRAN0000-0004			DATE: 01/03/12
SHEET: 1 / TOTAL: 1	APN: 0160-242-33		SCALE: 1"=20'

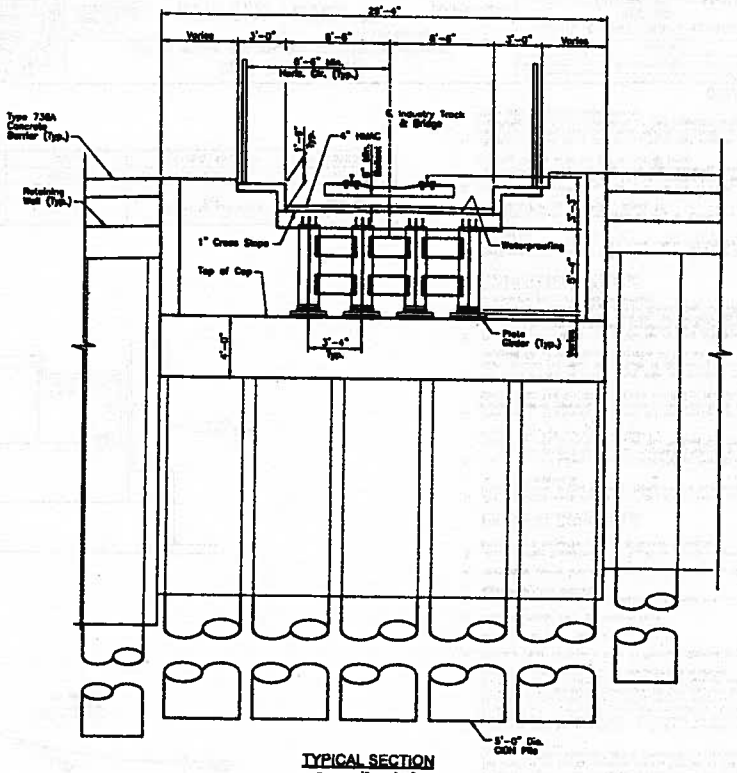
EXHIBIT D

Future EMF Bridge Abutments

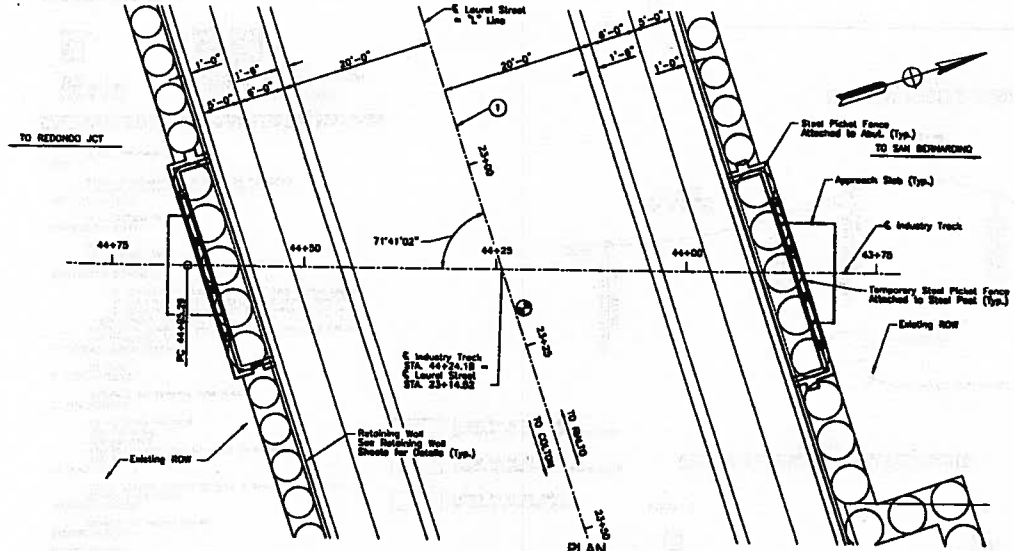




ELEVATION
Scale = 1/16" = 1'-0"



TYPICAL SECTION
Scale = 1/8" = 1'-0"



PLAN
Scale = 1/16" = 1'-0"

PROFILE GRADE
No Scale

CURVE DATA				
No.	R	Δ	T	L
1	7000.00'	4°16'47"	261.55'	522.86'

LEGEND:
- Indicates point of minimum vertical clearance
- E Indicates expansion bearing
- F Indicates fixed bearing

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

Underground Service Alert
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK
SEE TITLE SHEET T-2 FOR BENCHMARK INFORMATION

SANBAG
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

REGISTERED PROFESSIONAL ENGINEER
CARDEN E. McDONALD
No. 52560
Exp. 12/31/12
STATE OF CALIFORNIA

CITY OF COLTON
PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT

PREPARED BY: Transcendence
6 HUTTON CENTRE DRIVE, SUITE 1200
SANTA ANA, CA 92707

CITY ENGINEER
NAME: AMER AKKER
R.C.E. 50632
EXPIRES 9-30-13
APPROVED: _____ DATE: _____

PRINCIPAL ENGINEER S.E. No. 2660 DATE
PLAN NO. 1262-1

DRAFT FINAL PLAN

REVISIONS
LAUREL STREET GRADE SEPARATION PROJECT
LAUREL ST. UNDERPASS/INDUSTRY TRACK
GENERAL PLAN
ADDRESS: COLTON, CA 92324
B-30
SHEET 232 OF 242

RAILROAD BRIDGE DESIGN CRITERIA

The railroad bridge design shall meet all applicable portions of the State of California general laws and regulations and in accordance with the requirements of the AREMA 2010 Manual and special requirements of the railroad. Detailed requirements not specifically covered in the AREMA manual shall be in accordance with the current edition of AASHTO/Caltrans Bridge Design Specifications and Memo to Designers

DESIGN:
1. AREMA Manual for Railway Engineering, 2010 Edition

DESIGN LOADING

SEISMIC DESIGN:
Chapter 9, AREMA Manual

ABUTMENT DESIGN:
Service Load Design
AREMA Manual Chapter 8, Part 2 and Part 5, Chapter 9.

1. DEAD LOAD:
150 pcf concrete
120 pcf ballast, 26" in height including ties
200 plf track
120 psf HMAC
50 plf fence per side

2. LIVE LOADING:
Cooper E 80 Liveload plus Impact

3. DESIGN SPEED:
30 MPH

4. SEISMIC DESIGN LOADING:
Site Coefficient 1.2
Three Level Response Spectrum Curves, see ARS Curve
Performance Criteria:
1. Serviceability limit state (100 years return period)
2. Ultimate limit state (500 years return period)
3. Survivability limit state (2400 year return period)

REINFORCED CONCRETE:
fy = 60,000 psi unless otherwise noted
f'c = 4,000 psi
n = 8

STRUCTURAL STEEL:
fy = 50,000 psi

SOIL PARAMETERS:
Per Geotechnical Report provided by
Earth Mechanics, Inc dated June 20, 2012

TIES:
8'-3" Concrete ties

CALTRANS STANDARD PLANS DATED MAY 2006

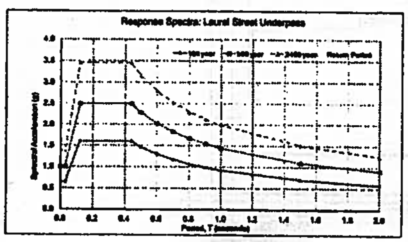
A10A & A10B	ACRONYMS AND ABBREVIATIONS
A10C & A10D	SYMBOLS
A62C	LIMITS OF PAYMENT FOR EXCAVATION AND BACKFILL BRIDGE
B0-1	BRIDGE DETAILS
B0-3	BRIDGE DETAILS
B0-5	BRIDGE DETAILS
B0-13	BRIDGE DETAILS

ABBREVIATIONS

AREMA	THE AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF-WAY ASSOCIATION
BNSF	BURLINGTON NORTHERN SANTE FE RAILWAY
CPUC	CALIFORNIA PUBLIC UTILITIES COMMISSION
FRA	FEDERAL RAILROAD ADMINISTRATION
UPRR	UNION PACIFIC RAILROAD

DEPTH FROM TOR TO BRIDGE DECK:

Rail + Tie Plates	8"
Concrete Ties	8"
Waterproofing & HMAC	4"
Min Ballast under Tie	8"
Min Total	28"



ARS CURVE

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

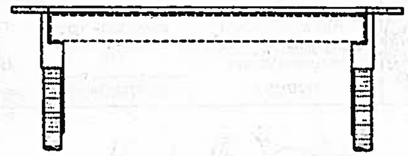
INDEX TO PLANS

SHEET NO.	Title
B-30	GENERAL PLAN
B-31	GENERAL NOTES
B-32	FOUNDATION PLAN
B-33	ABUTMENT 1 LAYOUT
B-34	ABUTMENT 2 LAYOUT
B-35	ABUTMENT DETAILS (1 OF 2)
B-36	ABUTMENT DETAILS (2 OF 2)

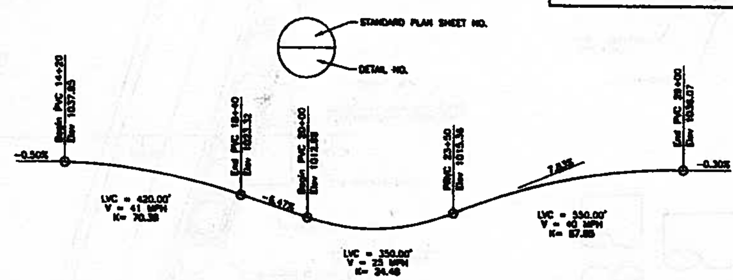
Structural Concrete, Bridge (4,000 psi at 28 days)

Cast-In-Drilled Hole Concrete Piling (5,000 psi at 28 days)

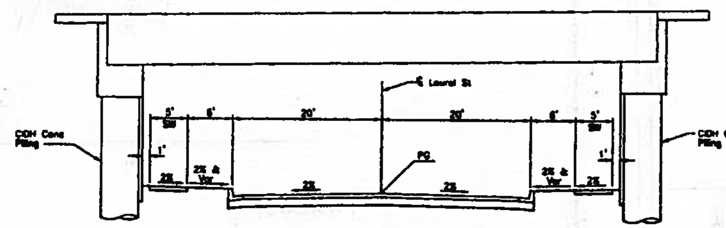
Structural Concrete, Approach Slab (4,000 psi at 28 days)



CONCRETE STRENGTH AND TYPE LIMITS
NO SCALE



ROADWAY PROFILE GRADE
NO SCALE



ROADWAY PROFILE GRADE
SCALE: 1/4"=1'-0"

SUMMARY OF QUANTITIES		
DESCRIPTION	UNIT	QUANTITY
Structure Excavation (Bridge)	CY	42
Structure Backfill (Bridge)	CY	21
18" Lean Concrete Secant Pile	LF	196
60" Cast-In-Drilled-Hole Concrete Piling	LF	700
Drill and Bond Dowel	LF	170
Structural Concrete, Wall Facing	CY	18
Structural Concrete, Bridge	CY	77
Structural Concrete, Approach Slab (Type EQ)	CY	5
Architectural Treatment (Fractured Rib)	SQFT	800
Bar Reinforcing Steel (Bridge)	LB	188,845
Shotcrete	CY	30
Steel Picket Fence	LF	75
Temporary Steel Post	EA	6
Temporary Precast Concrete Panels	EA	6

PILE DATA TABLE

LOCATION	PILE TYPE	DESIGN LOADING SERVICE (kips)	NOMINAL RESISTANCE (kips)		CUT-OFF ELEVATION (ft)	DESIGN TIP ELEVATION (ft)	SPECIFIED TIP ELEVATION (ft)
			COMPRESSION	TENSION			
ABUT 1	60" CIDH Conc	450	900	0	1026.8	963.3(A), 956.8(D)	956.8
ABUT 2	60" CIDH Conc	450	900	0	1025.5	962.0(A), 955.5(D)	955.5

NOTE: Design Tip Elevation for Abutments are controlled by the following demands: (A) Compression, (D) Lateral Load
Specified Tip Elevation shall be the least of (A) & (D)

GENERAL NOTES

CONSTRUCTION:

1. All demolition within the Railroad's right-of-way and/or demolition that may impact the Railroad's tracks or operations shall comply with the Railroad's Demolition requirements.
2. A final walk through inspection will be required by Metrolink before acceptance of the work.
3. The proposed grade separation project shall not increase the quantity and/or characteristics of the flow in the Railroad ditches and/or drainage structures.
4. The Contractor must submit a proposed method of erosion and sediment control and have the method approved by the Railroad prior to beginning any grading on the project site.
5. For Railroad coordination please refer to the Railroad's Coordination Requirements as part of the Special Provisions of this project.
6. Temporary Construction Clearances, including falsework clearances, shall comply with Minimum Construction Clearance Envelope provided in SCRRA Standard ES2101.
7. All permanent clearances shall be verified before project closeout.
8. Material specifications shall comply with the Special Provisions, the 2006 Caltrans Standard Specifications, as amended.
9. For Construction submittal requirements, see Special Provisions and Standard Specifications.
10. Contractor shall submit "Plans and Working Drawings" to Metrolink for review and approval. Submit final Metrolink for Plan archive.

CAST-IN-PLACE CONCRETE:

All concrete material, placement and workmanship shall be in accordance with Chapter 8 of the 2010 edition of AREMA and the following:

1. Minimum Compressive Strength-4000 lb. per square inch at 28 days.
2. Exposed surfaces shall be formed in a manner that will produce a smooth and uniform appearance without rubbing or plastering. Exposed edges of 90 degrees or less are to be chamfered 3/4" x 3/4". Top surface to have a smooth finish, free of all float or trowel marks with the exception that a broom finish be used on all walkway surfaces.
3. Concrete shall be proportioned such that the water-cementitious material ratio (by weight) does not exceed the values in AREMA Table 8-1-3. Precast concrete must contain a minimum of 610 pounds of cementitious material per cubic yard of concrete. Cast-in-place concrete must contain a minimum of 565 pounds of cementitious material per cubic yard of concrete. If fly ash is used with cement it shall be limited to 15% of cementitious material.
4. Cement shall be Type I, II or III Portland Cement per ASTM C150.
5. Coarse aggregate shall be size no. 57.
6. Fine aggregate shall be natural sand.
7. Admixtures, other than air entrainment, shall not be used without approval by the Railroad.
8. Membrane curing compound shall conform to ASTM C309 Type 2.
9. Apply Thoflex Epoxy Adhesive 24LPL or approved alternate before placing new concrete against hardened surfaces.

PRECAST CONCRETE:

1. The fabricator shall stencil the fabricator's name, date of fabrication, the bridge number, lifting weight and piece mark on each component.
2. The production facility must be precertified. Production procedures for the manufacture of precast members shall be in accordance with AREMA and the current edition of the Precast Concrete Institute's Manual MNL 116 for Quality Control.
3. Dimensional tolerances governing the manufacture of precast members shall conform to Division VI, Section 6.4.6 of the PCI Manual MNL 116 for QC. Tolerance for lifting devices shall be ±1/4".
4. The area around all lifting loops shall be recessed so that the loops can be removed to a depth of 3/4" and grouted. Properly designed lift anchors are acceptable in lieu of lifting loops.
5. The fabricator will be responsible for loading and properly securing the precast concrete members for shipment. All concrete components shall be made available, at the Railroad's discretion, for inspection by the Engineer-of-Record and the Railroad at the fabricator's plant prior to shipment.

REINFORCING STEEL:

1. Reinforcing Steel shall be deformed, new billet bars per current ASTM A615 Specifications and meet Grade 60 requirements or as indicated.
2. Reinforcing Steel requiring field welding or bending shall conform to ASTM A706 Specifications, Grade 60.
3. Fabrication of reinforcing steel shall be per Chapter 7 of the CRSI Manual of Standard Practice. Ultimate splices must be done in accordance with Caltrans Standard Specifications, dimensions of bending details shall be out to out of bars.
4. Reinforcing steel is to be blocked to proper location and securely wired against displacement. Tack welding of reinforcement is prohibited. Minimum concrete cover not otherwise noted shall meet current AREMA requirements.

DRAFT FINAL PLAN

Underground Service Alert
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK
SEE TITLE SHEET T-2 FOR BENCHMARK INFORMATION

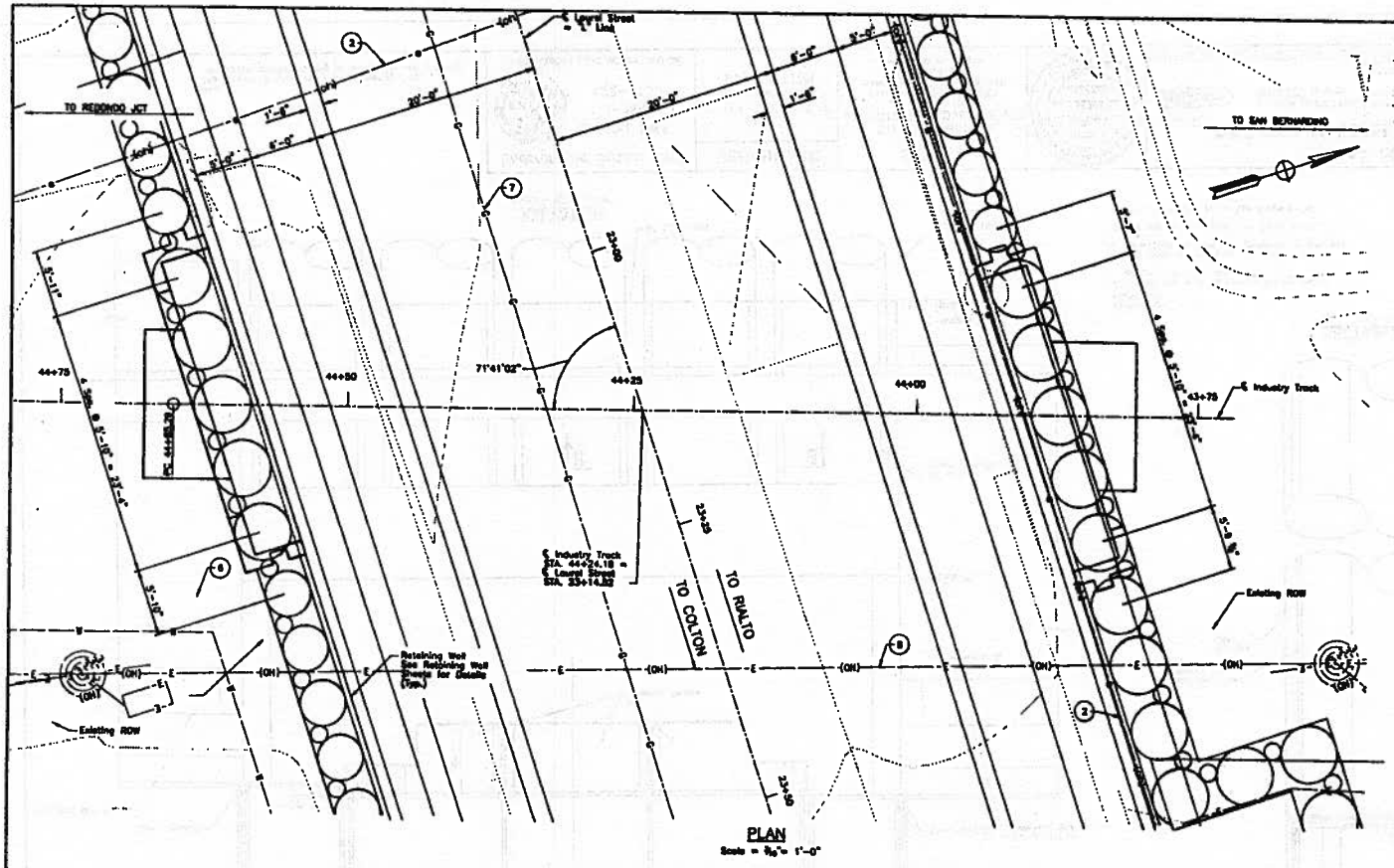
SANBAG
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

REGISTERED PROFESSIONAL ENGINEER
No. S2860
Exp. 12/31/12
STATE OF CALIFORNIA

CITY OF COLTON
PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT
PREPARED BY:
CITY ENGINEER
NAME: AMER JAKHER
R.C.E.50832
EXPIRES 9-30-13
APPROVED:_______ DATE:_______
PRINCIPAL ENGINEER S.E. No. 2860 DATE
PLAN NO. 1282-1

REVISIONS | DATE | APPR.

LAUREL STREET GRADE SEPARATION PROJECT
LAUREL ST. UNDERPASS/INDUSTRY TRACK
GENERAL NOTES
ADDRESS: COLTON, CA 92324
B-31
SHEET 233 OF 241



PLAN
Scale = 3/32"= 1'-0"

EXISTING UTILITIES:

	OWNER	DESCRIPTION	STATUS
1	SCG	2" Gas line in 4" casing	Removed
2	City of Colton/AT&T/TWC	Overhead Electrical	Removed
3	AT&T/Nextel G	Overhead Phone	To Remain
4	Sprint	Fiber optic line	Relocated
5	MCI	(Abandoned)	
6	City of Colton	12" CMLC Water in 24" casing	Removed

PROPOSED NEW UTILITIES:

	OWNER	DESCRIPTION
7	SCG	2" Gas
8	City of Colton/AT&T	12 kV Overhead Electrical
9	Sprint	2-4" HPS Fiber optic lines
10	City of Colton	Double 14x7 RSC

Note: For Utility relocation, see "Utility Plans".

BENCHMARK:

Benchmark: M 471

Elevation: 1088.11 feet

Datum: North American Vertical Datum of 1988 (NAVD88)

Agency: National Geodetic Survey (NGS)

Description: A bench mark disk set vertically in the north face of the northeast pilaster of a building at the intersection of I Street and 3rd Street, in the City of San Bernardino, California; 15.3 feet west of the west curb of I Street, 14.1 feet south of the south curb of 3rd Street and 2.2 feet above the sidewalk.

NOTES:

1. For size and type of existing utilities, potholo information and overhead utility elevations, see "Utility Plans".
2. For Piling details, see "Abutment 1 Layout" and "Abutment Details No. 1" sheets.
3. For Curve Data, see "General Plan" sheet.
4. Temporary shoring system required for construction of Double 14x7 RSC, see "Road Plans".

LEGEND:

Indicates 60" CIDH Conc Piling

Indicates 48" CIDH Conc Ext Piling

Indicates 16" Loan Conc Secant Piling

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

Underground Service Alert
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK
SEE TITLE SHEET T-2 FOR BENCHMARK INFORMATION

SANBAG
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909) 884-8276
www.sanbag.ca.gov

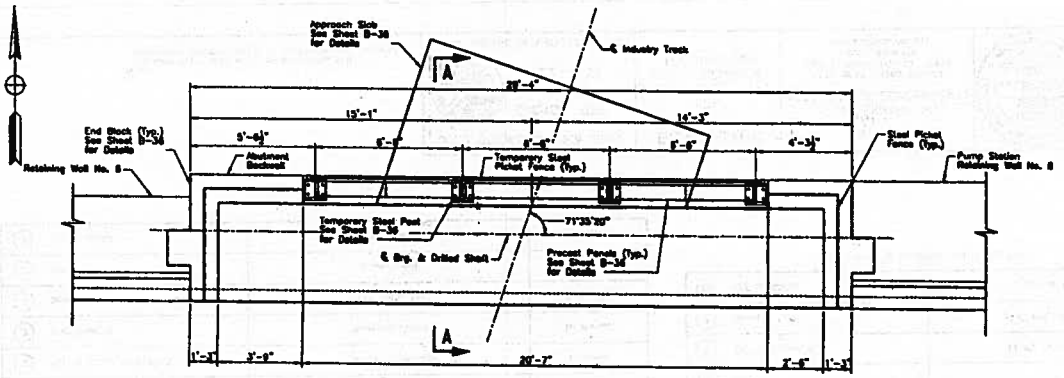
REGISTERED PROFESSIONAL ENGINEER CHRIS E. NORMAN No. 2660 Exp. 12/31/13 CIVIL STATE OF CALIFORNIA

CITY OF COLTON
PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT
CITY ENGINEER
PREPARED BY: [illegible] 650 E. HOSPITALITY LANE, SUITE 320, SAN BERNARDINO, CA 92408
NAME: AMER JAKHER R.C.E. 59832 EXPIRES 9-30-13
APPROVED: _____ DATE: _____
PRINCIPAL ENGINEER R.E. No. 2660 DATE
PLAN NO. 1282-1

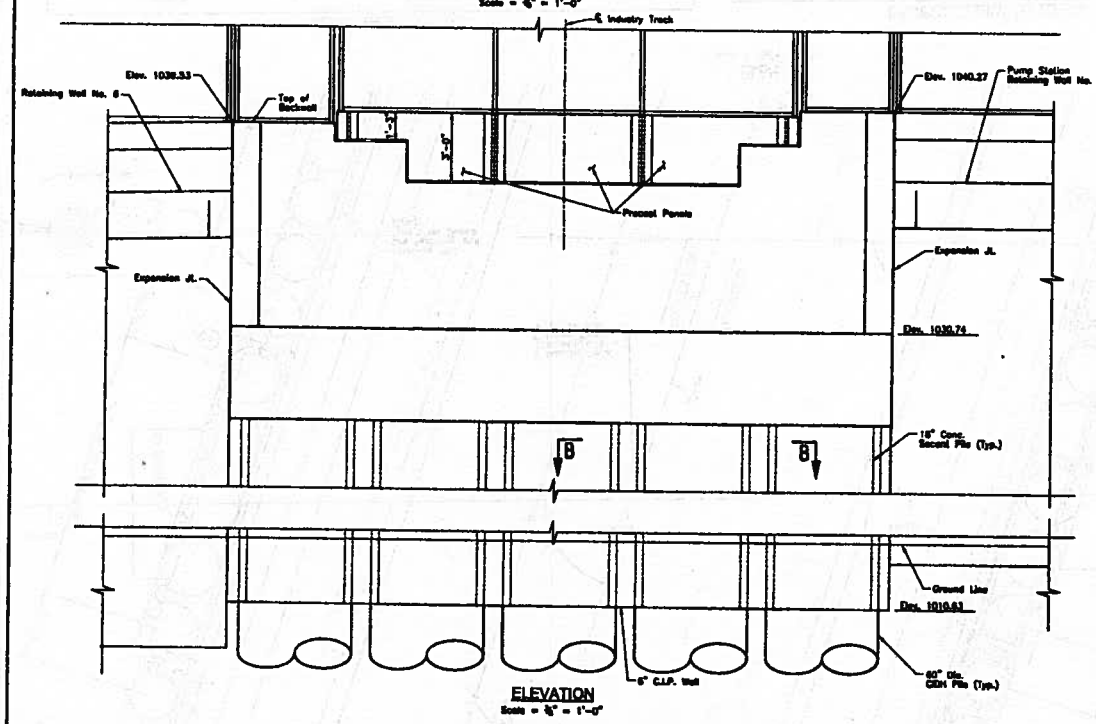
DRAFT FINAL PLAN

NO.	REVISIONS	DATE	APPR.

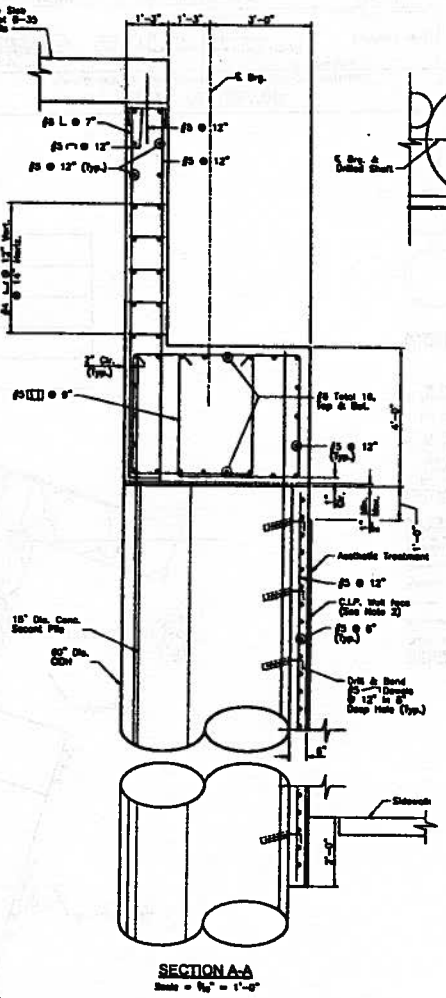
LAUREL STREET GRADE SEPARATION PROJECT
LAUREL ST. UNDERPASS/INDUSTRY TRACK FOUNDATION PLAN
ADDRESS: COLTON, CA 92324
B-32
SHEET 234 OF 342



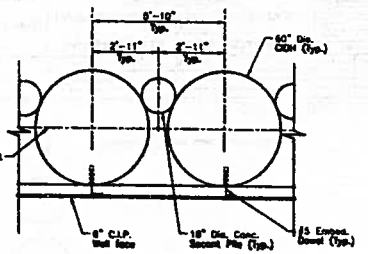
PLAN
Scale = ⅜" = 1'-0"



ELEVATION
Scale = ⅜" = 1'-0"



SECTION A-A
Scale = ⅜" = 1'-0"



SECTION B-B
Scale = ⅜" = 1'-0"

NOTES:
1. Secant pile shall be located behind and in contact with CIDH pile.
2. Any loose soil material and voids behind wall shall be filled with shotcrete or concrete.
3. For pile reinforcement, See Sheet B-35.
4. For End Block details, See Sheet B-36.

DRAFT FINAL PLAN

Underground Service Alert
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK
SEE
TITLE SHEET T-2
FOR BENCHMARK
INFORMATION

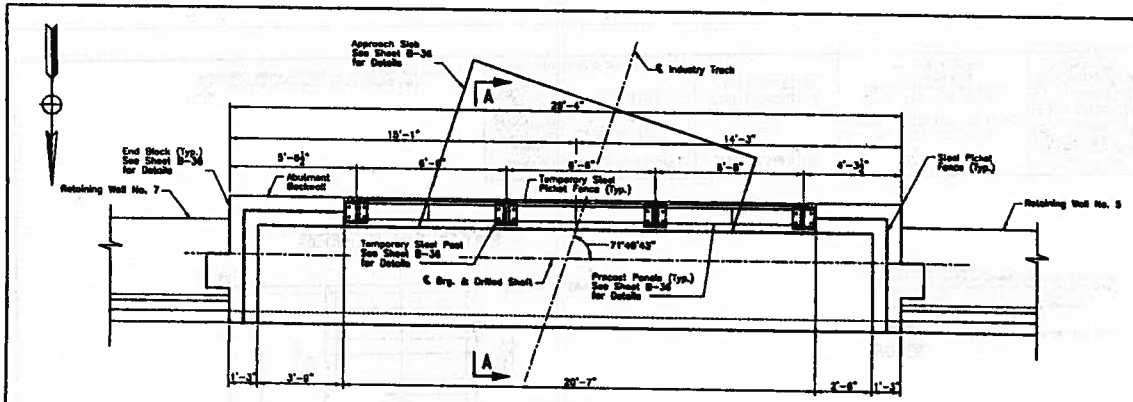
SANBAG
SAN BERNARDINO
ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

REGISTERED PROFESSIONAL ENGINEER
CHERI E. BERGHELLA
No. 18/31/18
STATE OF CALIFORNIA

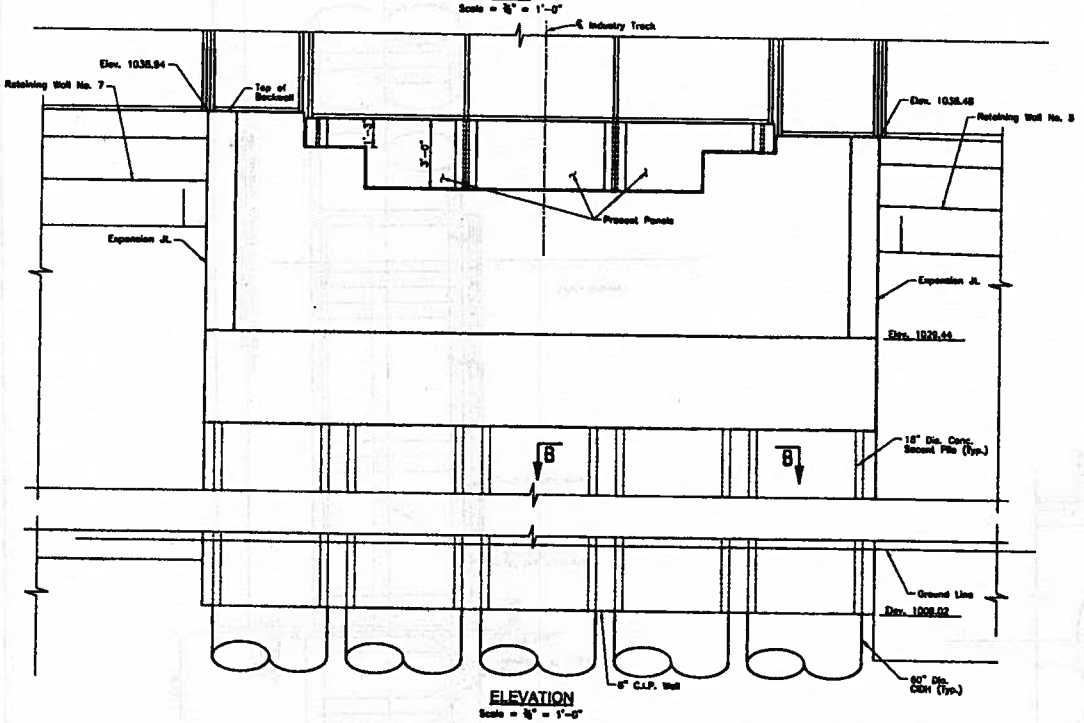
CITY OF COLTON
PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT
CITY ENGINEER
PREPARED BY: T.Y. Lin International
NAME: AMER JAKHER
R.C.E. 50532
EXPIRES 9-30-13
APPROVED: _____ DATE: _____
PRINCIPAL ENGINEER S.E. No. 2660 DATE
PLAN NO. 1282-1

LAUREL STREET GRADE SEPARATION PROJECT
LAUREL ST. UNDERPASS/INDUSTRY TRACK
ABUTMENT 1 LAYOUT
ADDRESS: COLTON, CA 92324
B-33

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.



PLAN
Scale = ⅜" = 1'-0"



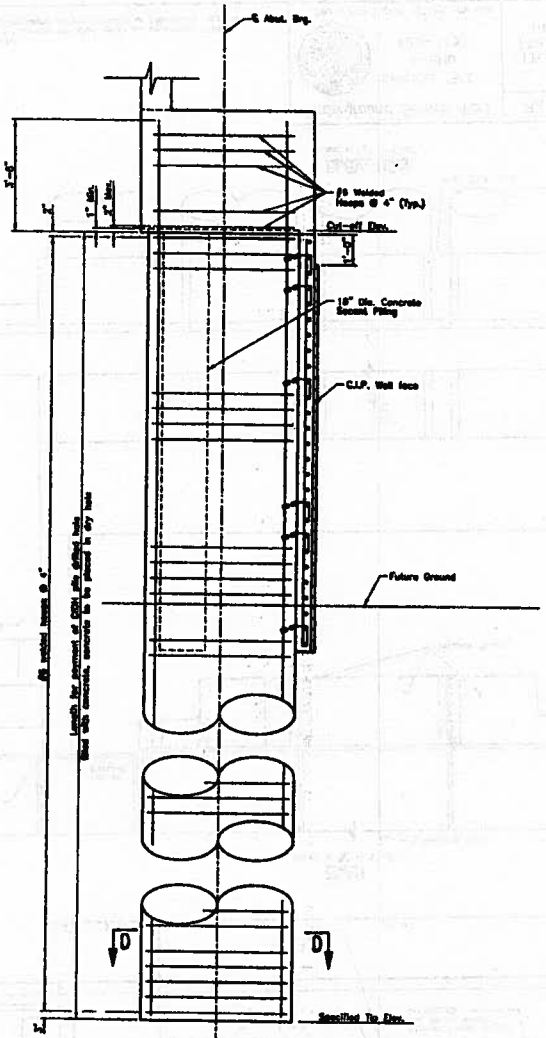
ELEVATION
Scale = ⅜" = 1'-0"

NOTES:

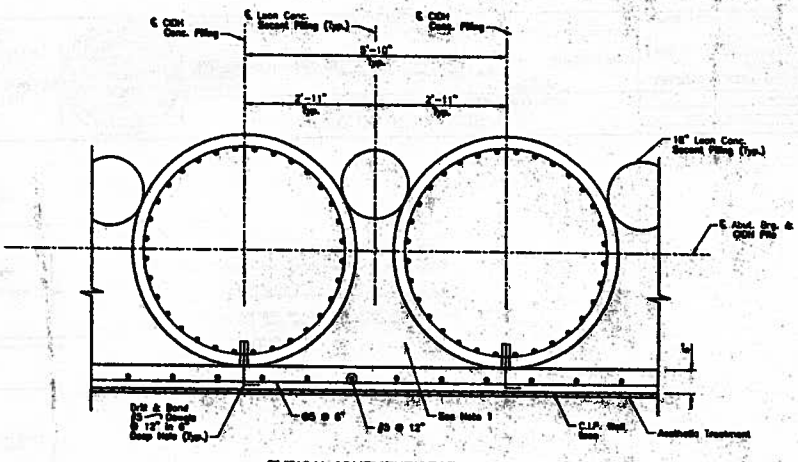
1. Any loose soil material and voids behind wall shall be filled with shotcrete.
2. For Sections A-A and B-B, see "Abutment 1 Layout" sheet.
3. For pile reinforcement, See Sheet B-35.
4. For End Block details, See Sheet B-36.

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

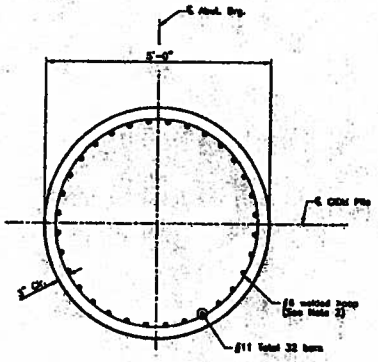
Underground Service Alert Call: TOLL FREE 1-800 422-4133 TWO WORKING DAYS BEFORE YOU DIG	BENCHMARK SEE TITLE SHEET T-2 FOR BENCHMARK INFORMATION	SANBAG SAN BERNARDINO ASSOCIATED GOVERNMENTS 1170 WEST THIRD STREET SAN BERNARDINO, CA 92410 (909)884-8276 www.sanbag.ca.gov	REGISTERED PROFESSIONAL ENGINEER CHRIS E. McDANIEL No. 52260 Exp. 12/31/13 CIVIL STATE OF CALIFORNIA	CITY OF COLTON PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT PREPARED BY: 8 KOTTE CENTRE DRIVE, SUITE 100, CHINO HILLS, CA 91709 CITY ENGINEER: MARK J. AMER JARMER, R.C.E. 50832, EXPIRES 9-30-13 APPROVED: _____ DATE: _____ PRINCIPAL ENGINEER R.E. No. 2660 DATE PLAN NO. 1282-1	DRAFT FINAL PLAN LAUREL STREET GRADE SEPARATION PROJECT LAUREL ST. UNDERPASS/INDUSTRY TRACK ABUTMENT 2 LAYOUT ADDRESS: COLTON, CA 92324 B-34



60" CIDH CONCRETE PILING
Scale = ½" = 1'-0"



TYPICAL ABUTMENT SECTION
Scale = ½" = 1'-0"

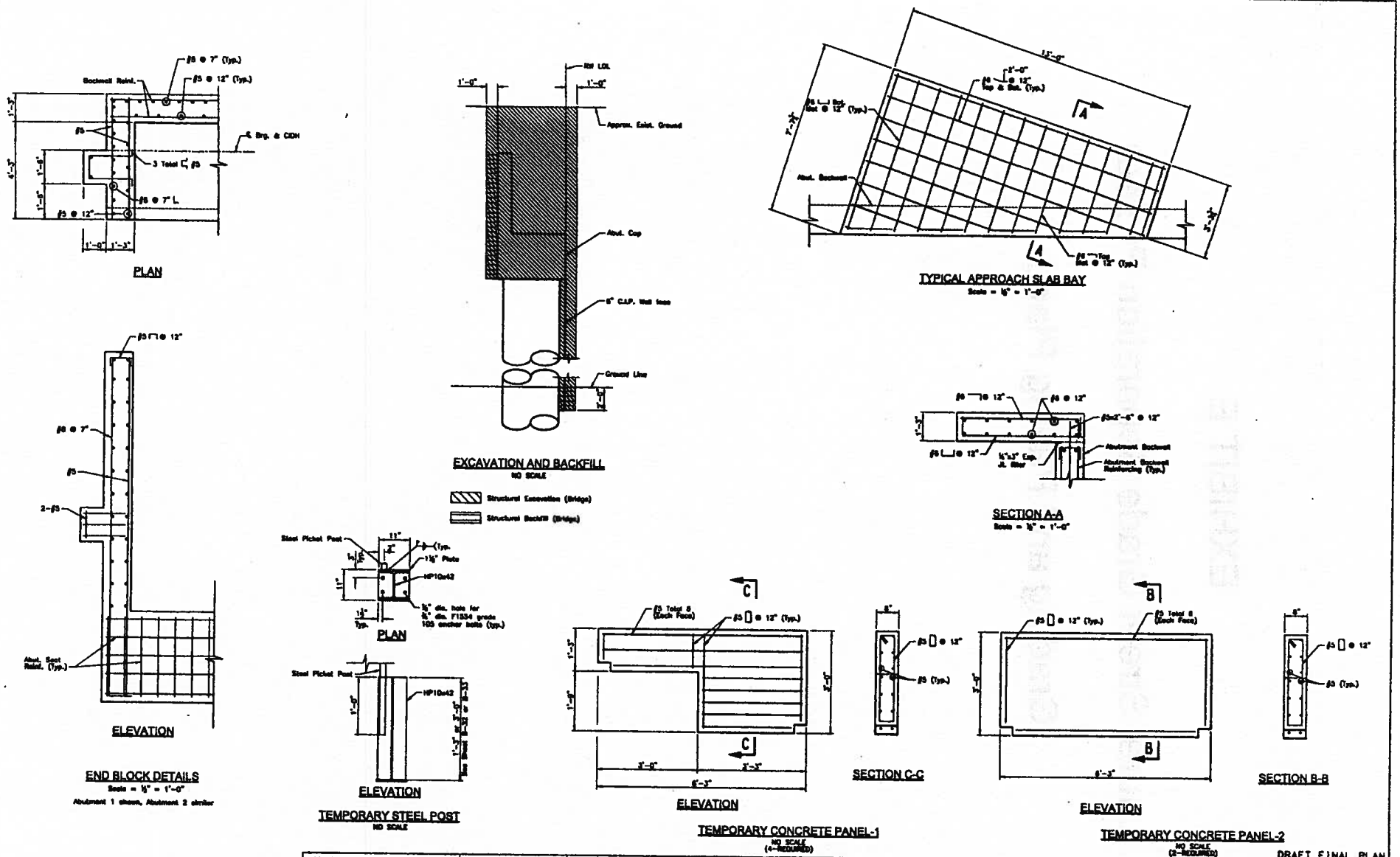


SECTION D-D
Scale = ½" = 1'-0"

NOTES:
1. All voids behind facing wall shall be filled with shotcrete or concrete.
2. #8 hoops shall be ultimate butt spliced.
3. PVC inspection tube are required for the CIDH piles, see Technical Specifications for inspection tube requirements.

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

Underground Service Alert — Call: TOLL FREE 1-800 422-4133 — TWO WORKING DAYS BEFORE YOU DIG	BENCHMARK — SEE TITLE SHEET T-2 FOR BENCHMARK INFORMATION	SANBAG — SAN BERNARDINO ASSOCIATED GOVERNMENTS — 1170 WEST THIRD STREET SAN BERNARDINO, CA 92410 (909)884-8276 www.sanbag.ca.gov	REGISTERED PROFESSIONAL ENGINEER — CLAUDE G. DeSANTIS — No. 52200 — Exp. 12/31/13 — STATE OF CALIFORNIA	CITY OF COLTON — PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT — PREPARED BY: [illegible] — 1 UNION SQUARE DRIVE, SUITE 100, Ca 92507 — CITY ENGINEER: MARK ANEN ANDREW, R.C.E. 52232 — EXPIRES 6-30-13 — APPROVED: _____ DATE: _____ — PRINCIPAL ENGINEER S.E. No. 2660 DATE — PLAN NO. 1282-1	DRAFT FINAL PLAN — LAUREL STREET GRADE SEPARATION PROJECT — LAUREL ST. UNDERPASS/INDUSTRY TRACK ABUTMENT DETAILS (1 OF 2) — ADDRESS: COLTON, CA 92324 — B-55 — SHEET 239 OF 242



DRAFT FINAL PLAN

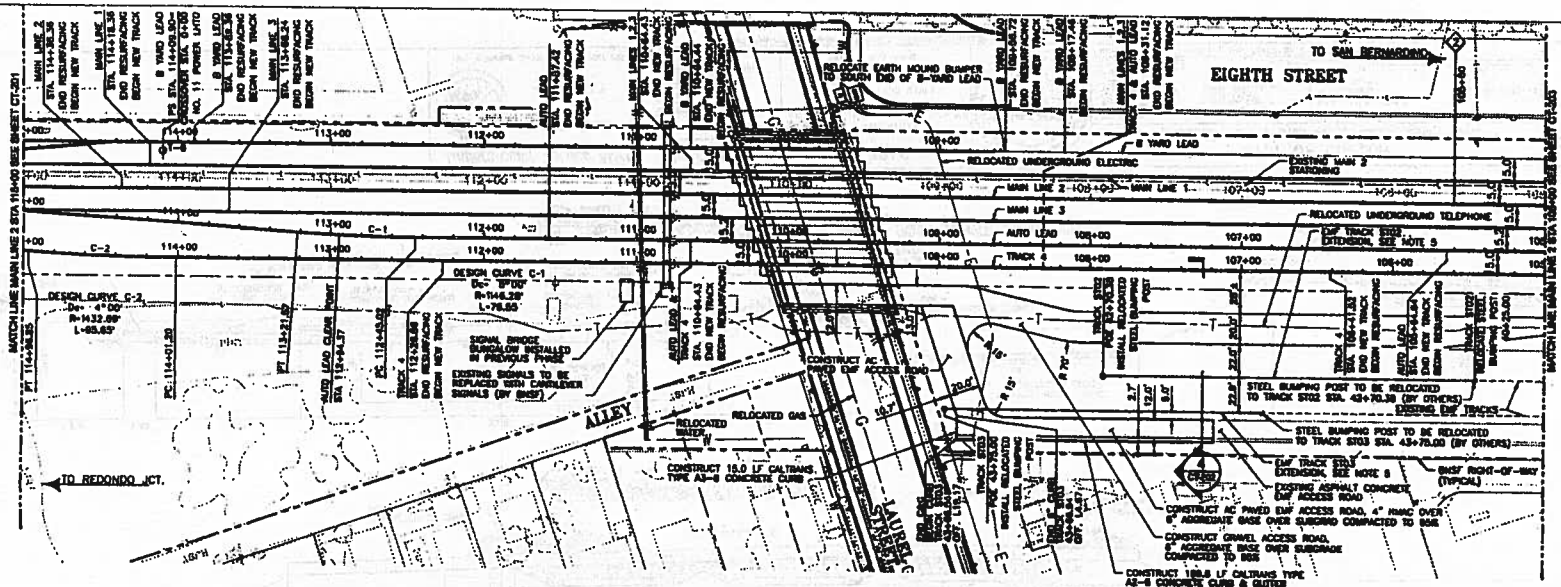
Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

Underground Service Alert	BENCHMARK	SANBAG		CITY OF COLTON	
Call: TOLL FREE 1-800 422-4133 TWO WORKING DAYS BEFORE YOU DIG	SEE TITLE SHEET T-2 FOR BENCHMARK INFORMATION	SAN BERNARDINO ASSOCIATED GOVERNMENTS 1170 WEST THIRD STREET SAN BERNARDINO, CA 92410 (909)884-8276 www.sanbag.ca.gov		PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT	LAUREL STREET GRADE SEPARATION PROJECT LAUREL ST. UNDERPASS/INDUSTRY TRACK ABUTMENT DETAILS (2 OF 2)
				PREPARED BY: CITY ENGINEER	ADDRESS: COLTON, CA 92324
				PRINCIPAL ENGINEER S.E. No. 2660 DATE	PLAN NO. 1282-1

EXHIBIT E

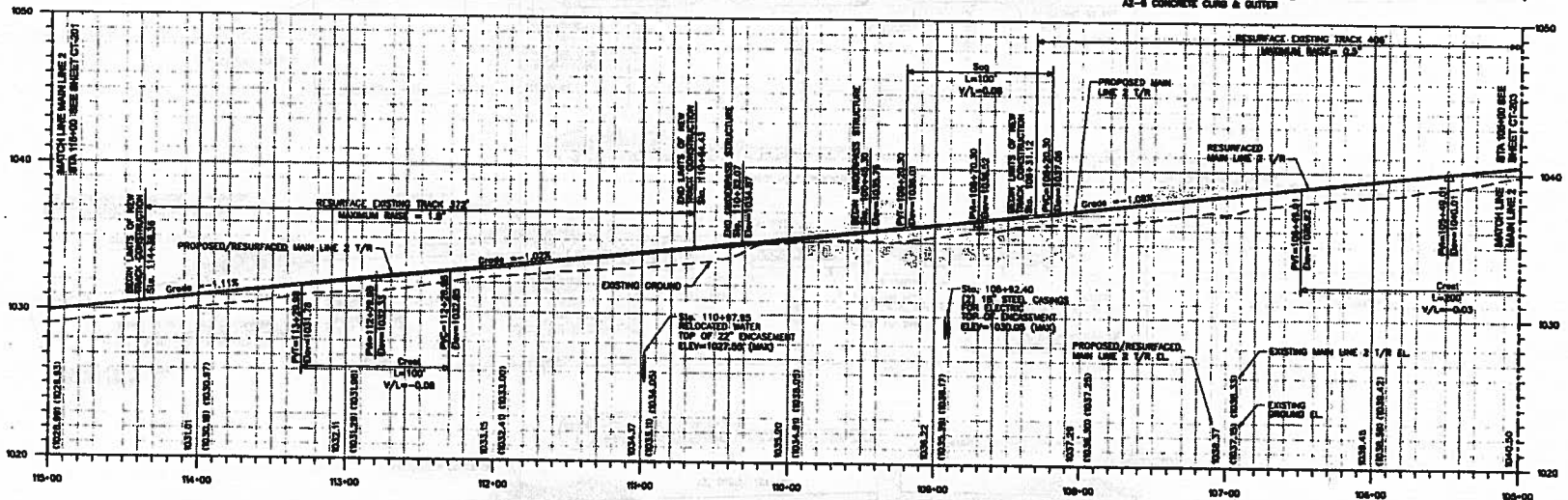
Laurel Street Grade Separation Project

Grading and Paving Plans



GENERAL NOTES:

1. BNSF RIGHT-OF-WAY AND EXISTING MAIN LINE 2 STATIONING BASED ON BNSF RAILWAY COMPANY STATION MAP FOR COLTON, CA LINE SEGMENT 7900, LAST REVISED 08-22-2008. MAIN LINE 2 STATIONING AT CENTERLINE OF LAUREL STREET EQUALS 108+81.5.
2. MAXIMUM OPERATING SPEED AND DESIGN SPEED IS 30 MPH ON ALL EXISTING AND PROPOSED TRACKS, EXCEPT AURD LEAD OPERATING SPEED = 10 MPH.
3. AFTER SHOOFLY UNDERPASS CONSTRUCTION IS COMPLETE, SHOOFLY TRACKS WILL BE REMOVED AND THE EXISTING TRACK ALIGNMENTS WILL BE MAINTAINED AS SHOWN.
4. SIGNAL EQUIPMENT AND LOCATIONS ARE SHOWN FOR CLARITY ONLY. ALL SIGNAL DESIGN WILL BE COMPLETED BY BNSF.
5. BALLAST, TIES, AND RAIL FOR EMF TRACK EXTENSION WILL BE BY OTHERS. CONTRACTOR IS RESPONSIBLE FOR PREPARATION OF SUBGRADE, HMAC (AS SUBBALLAST), AND UNDERDRAINS FOR EMF TRACK EXTENSION.



MAIN LINE 2 PROFILE - POST-CONSTRUCTION PHASE

PLAN NORTH

SCALE 1" = 40' (0, 40, 80, 120 FEET)

8-22-2012
100% SUBMITTAL

BNSF RAILWAY

CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP 1.8 TO MP 2.3
LINE SEGMENT 7602

Underground Service Alert
Call:TOLL FREE 1-800 422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK
SEE GENERAL NOTES SHEET FOR BENCHMARK INFORMATION

SANBAG
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

REGISTERED PROFESSIONAL ENGINEER — KRISTA M. LANSING — No. 72958 — Exp. 09-30-13 — CIVIL — STATE OF CALIFORNIA

PREPARED BY: HUNTER CENTRE DRIVE, SUITE 200, SANTA ANA, CA 92707 — 8/17/2012

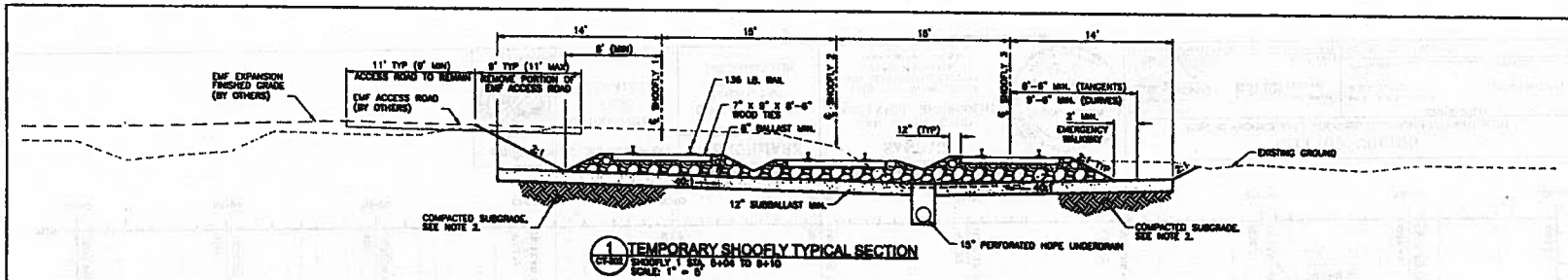
CITY OF COLTON
PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT
CITY ENGINEER
NAME: AMER JAMAR
R.C.E. 50932 EXPIRES 9-30-13
APPROVED: _____ DATE: _____
PRINCIPAL ENGINEER R.C.E. No. 72460 DATE
PLAN NO. 1282-1

REVISIONS	DATE	APP'D

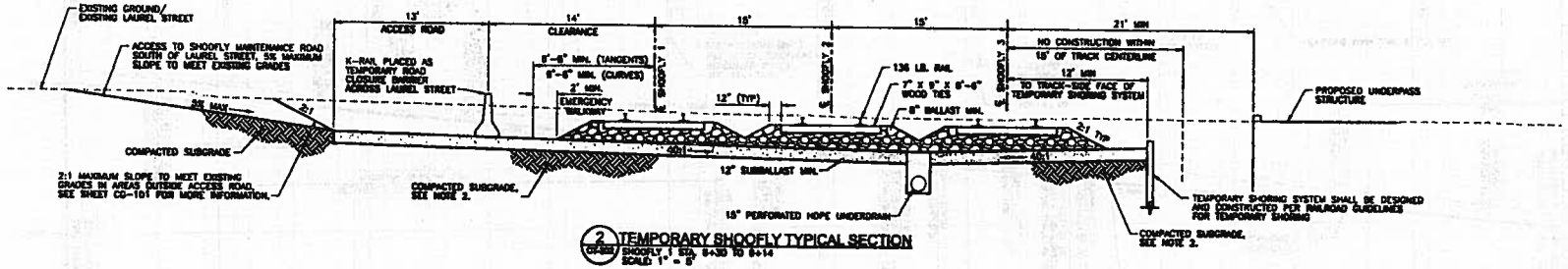
LAUREL STREET GRADE SEPARATION PROJECT
MAIN LINE 2 PLAN AND PROFILE
POST-CONSTRUCTION PHASE

ADDRESS: COLTON, CA 92324 — CT-202 — SHEET 16 OF 43

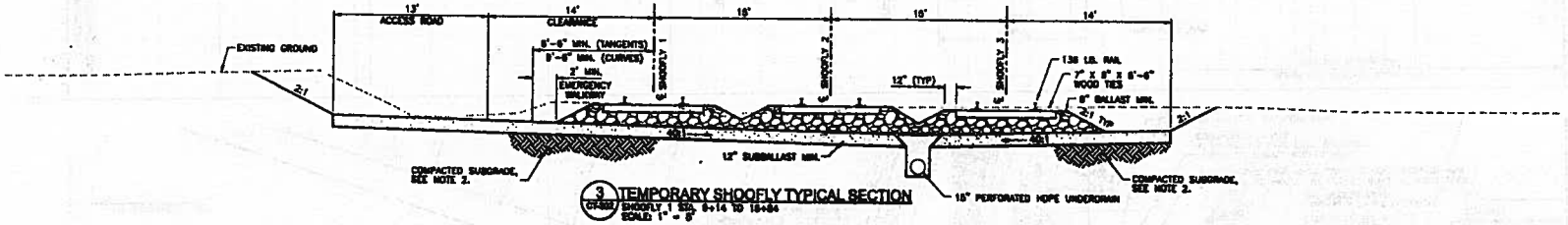
If This Drawing is Less Than 22" X 34" It is a Reduced Size Drawing



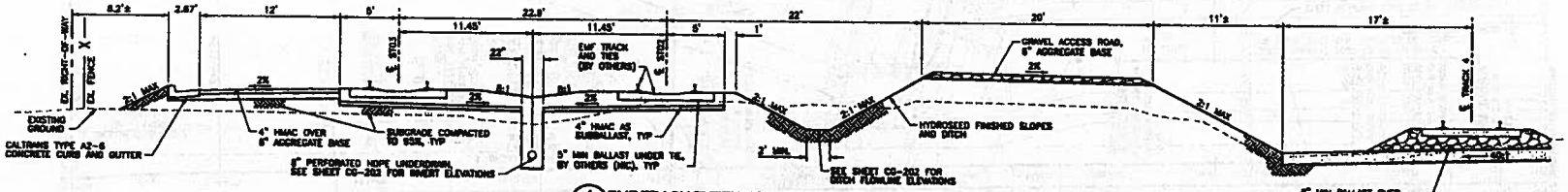
1 TEMPORARY SHOOFLY TYPICAL SECTION
CT-302 SHOOFLY 1 STA. 8+04 TO 8+10
SCALE: 1" = 8'



2 TEMPORARY SHOOFLY TYPICAL SECTION
CT-302 SHOOFLY 1 STA. 8+30 TO 8+14
SCALE: 1" = 8'



3 TEMPORARY SHOOFLY TYPICAL SECTION
CT-302 SHOOFLY 1 STA. 8+14 TO 18+84
SCALE: 1" = 8'



4 EMF TRACK EXTENSION TYPICAL SECTION - POST CONSTRUCTION PHASE
CT-302 TRACK STA. 40+25 TO 43+91
SCALE: 1" = 8'

GENERAL NOTES:

1. DEPTH OF BALLAST NOTED IS MEASURED FROM BOTTOM OF TIE.
2. PRIOR TO PLACING SUBBALLAST, THE EXPOSED SUBGRADE SHOULD BE PROOF-ROLLED WITH A HEAVY VIBRATORY PAD-FOOT OR SMOOTH WHEEL ROLLER (MINIMUM OPERATING WEIGHT OF 15 TONS), AT LEAST 4 PASSES SHOULD BE ACCOMPLISHED FOR PROOF-ROLLING THE SUBGRADE. THE SUBGRADE SURFACE SHOULD BE SMOOTHED AND SHOULD BE OBSERVED TO BE FIRM AND UNYIELDING PRIOR TO PLACING THE SUBBALLAST.

8-22-2012
100% SUBMITTAL

BNSF RAILWAY
CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP LB TO MP 2.1
LINE SEGMENT 7602

Underground Service Alert
Call:TOLL FREE 1-800 422-4133
TWO WORKING DAYS BEFORE YOU DIG

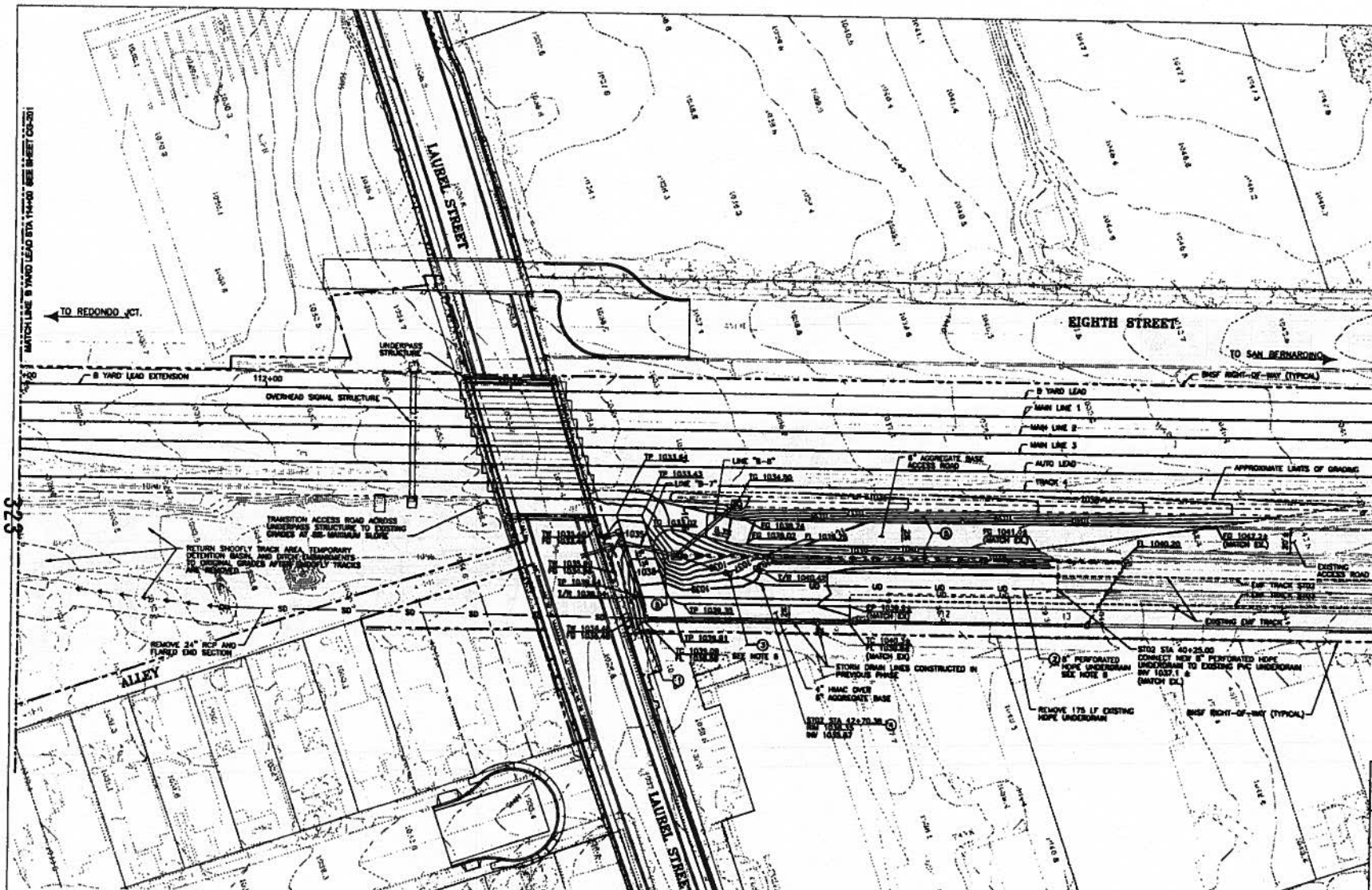
BENCHMARK
SEE GENERAL NOTES SHEET FOR BENCHMARK INFORMATION

SANBAG
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

CITY OF COLTON
PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT
PREPARED BY: [illegible] 8/17/2012
PRINCIPAL ENGINEER R.C.E No. 75460 DATE
CITY ENGINEER
NAME: AMER JAMMER
R.C.E. 50532 EXPIRES 9-30-13
APPROVED: DATE:
PLAN NO. 1282-1

LAUREL STREET GRADE SEPARATION PROJECT
TYPICAL SECTIONS
ADDRESS: COLTON, CA 92324
CT-302 SHEET 23 OF 43

322



GENERAL NOTES:

1. PROPOSED CONTOURS ARE SHOWN TO FINISHED SURFACE ELEVATION, UNLESS OTHERWISE NOTED. CONTOURS SHOWN IN B YARD LEAD EXTENSION AREA ARE TO SUBGRADE ELEVATION.
2. SEE CT SERIES SHEETS FOR TRACK INFORMATION.
3. SEE CG-500 SERIES SHEETS FOR DRAINAGE DETAILS.
4. LOCATION AND ELEVATION OF STORM DRAIN STRUCTURES IN EMF YARD ARE BASED ON FINAL DESIGN PLANS TITLED "SAN BERNARDINO ASSOCIATED GOVERNMENTS – EASTERN MAINTENANCE FACILITY EXPANSION," DATED NOVEMBER 29, 2011, PROVIDED BY HDR ENGINEERING, INC.
5. SEE DRAINAGE LAYOUT AND PROFILE SHEETS IN SEPARATE PACKAGE FOR PERMANENT DRAINAGE STRUCTURE DESIGN INFORMATION.
6. SEE SHEET CG-302 FOR PROFILE OF UNDERDRAIN FOR EMF EXTENSION.
7. SEE TYPICAL SECTION 3 ON SHEET CT-302 FOR ADDITIONAL INFORMATION IN AREA OF EMF TRACK EXTENSION.

SHEET NOTES:

1. REMOVE TEMPORARY PIPE TO WITHIN 2' OF STRUCTURE, PLUG AND CAP.
2. TRACK UNDERDRAIN PER DETAIL 5 ON SHEET CG-501.
3. 8" HDPE PIPE.
4. CLEANOUT PER DETAIL 4 ON SHEET CG-501.
5. 2:1 MAXIMUM SLOPE

LEGEND:

- FLOW DIRECTION
- APPROXIMATE LIMITS OF GRADING
- EXISTING CONTOURS
- 1025 PROPOSED CONTOURS
- EXISTING SPOT ELEVATIONS
- UD UNDERDRAIN PIPE
- SD STORM DRAIN PIPE
- BOTTOM OF DITCH
- DITCH FLOW LINE
- RIP RAP

8-22-2012
100% SUBMITTAL

BNSF RAILWAY

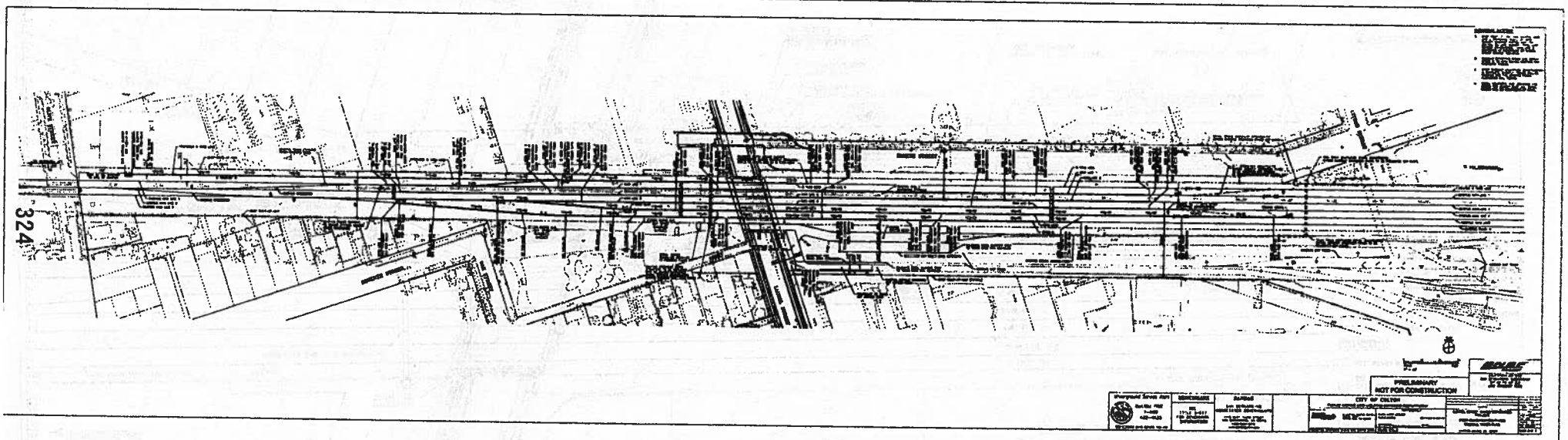
CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP 1.8 TO MP 2.3
LINE SEGMENT 7602

Underground Service Alert	BENCHMARK	SANBAG	CITY OF COLTON
Call: TOLL FREE 1-800 422-4133 TWO WORKING DAYS BEFORE YOU DIG	SEE GENERAL NOTES SHEET FOR BENCHMARK INFORMATION	SAN BERNARDINO ASSOCIATED GOVERNMENTS 1170 WEST THIRD STREET SAN BERNARDINO, CA 92410 (909)884-8276 www.sanbag.ca.gov	PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT

PREPARED BY: TRANSYSTEMS, 8 MUTTON CENTRE DRIVE, SUITE 1200, SANTA ANA, CA 92707
PRINCIPAL ENGINEER R.C.E No. 79460 DATE 8/17/2012
CITY ENGINEER: NAME: AMER JAKHER R.C.E. 50932 EXPIRES 9-30-13
APPROVED: DATE:
PLAN NO. 1282-1

REVISIONS: DATE APPR.
LAUREL STREET GRADE SEPARATION PROJECT
GRADING AND DRAINAGE PLAN POST-CONSTRUCTION PHASE
ADDRESS: COLTON, CA 92324
CG-202 SHEET 37 OF 43

IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING


PRELIMINARY
NOT FOR CONSTRUCTION

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 34

Date: April 11, 2013

Subject: Award Construction Contract No. C13089 for State Route 210 Segment 8 Establish Existing Planting Project

Recommendation:* The Board, acting in its capacity as the San Bernardino County Transportation Authority:

1. Award Construction Contract No. C13089 to Pacific Restoration Group, Inc. as the lowest responsive and responsible bidder for the State Route 210 Segment 8 Establish Existing Planting Project in the amount of $499,186.00.

2. Approve Allowances/Contingency for Contract No. C13089 on the State Route 210 Segment 8 Establish Existing Planting Project in the amount of $ 119,918.60.

Background: **This agenda item provides for award of a new contract based on the competitive low bid process.** In February 2013, the Board of Directors authorized release of Invitation for Bid (IFB) No. C13089 and authorized staff to proceed directly to the Board with a recommendation for award of a four (4) year landscape maintenance contract for the SR-210 Segment 8 Establish Existing Planting Project (Project). The engineer's construction cost estimate was $500,192.00. With supplemental items, agency

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1304a-mb
Attachment: C13089 http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13089-%20SR%20210%20Seg%208%20EEP.docx

furnished items, and contingency, the total project was estimated at $620,000.00.

On March 7, 2013, San Bernardino Associated Governments (SANBAG) received two (2) bids from landscape contractors for the Project. At the bid opening, Pacific Restoration Group, Inc. was identified as the lowest bidder at $499,186.00, followed by Diversified Landscape Co. at $542,000 (See Exhibit A).

Both bids were reviewed by staff for discrepancies and compliance with the Invitation for Bids (IFB) requirements. Based on a review of the bids, Staff is recommending that Contract No. C13089 for the SR-210 Segment 8 Establish Existing Planting Project be awarded to Pacific Restoration Group, Inc. in the amount of **$499,186.00**.

Staff is also recommending approval of Allowances/Contingency for Contract No. C13089 for the SR-210 Segment 8 Establish Existing Planting Project consisting of supplemental items, and contingency, for a total amount of **$119,918.60** (See Exhibit B). With the addition of Allowances/Contingency the total construction cost is **$619,104.60.**

Financial Impact: The recommendations are consistent with the SANBAG Fiscal Year 2012/2013 budget. The funding for this maintenance contract is Measure I-1990 Valley Major Projects, Task No. 0824.

Reviewed By: This item has not had prior Policy Committee review. SANBAG General Counsel and Contract Administrator have reviewed this item and the contract.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Exhibit A

#	Bidder	Final Bid Amount
1	Pacific Restoration Group, Inc.	$499, 186.00
2	Diversified Landscape Co	$542,000.00

Exhibit B

Item Description		Amount
BID ITEM WORK		
Construction Contract C13089 SR 210 Segment 8 Establish Existing Planting (EEP)	$	499,186.00
SUPPLEMENTAL WORK		
Mulch Replacement Allowance	$	60,000.00
Shared Cost Irrigation Repairs Damaged by Public	$	10,000.00
SUBTOTAL	$	70,000.00
CONTINGENCIES		
10% of Construction Contract	$	49,918.60
SUBTOTAL	$	49,918.60
TOTAL SUPPLEMENTAL WORK AND CONTINGENCY	$	**119,918.60**
SUMMARY		
Construction Contract C13089	$	499,186.00
Supplemental Work Items	$	70,000.00
Contingency (10%)	$	49,918.60
TOTAL	$	**619,104.60**

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13089 Amendment No. _____

By and Between

San Bernardino Transportation Authority and Pacific Restoration Group, Inc.

Contract Description State Route 210 Segment 8 Establish existing Planting Project

Board of Director's Meeting Date: 4/3/13
Overview of BOD Action: Award Contract No. C13089 for State Route 210 Segment 8 establish existing planting project.

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

CONTRACT OVERVIEW

Original Contract Amount	$	499,186.00	**Original Contingency Amount**	$	119,918.60
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	499, 186.00	**TOTAL CONTINGENCY VALUE**	$	119,918.60
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	619, 104.60

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
4/3/13	4/3/18	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0824.
☐ A Budget Amendment is required.
How are we funding current FY? MSI-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:*
MSI-1990-Valley Fund – Major Projects
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☒ Retention? If yes, indicate % 5.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Mike Bannum		3/20/13
Project Manager (Print Name)	Signature	Date
Garry Cohoe		3-20-13
Task Manager (Print Name)	Signature	Date
Carrie Schindler for Andrea Zureick		3/21/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		3/21/13
Contract Administrator (Print Name)	Signature	Date
William Stawarski		3/21/13
Chief Financial Officer (Print Name)	Signature	Date

CONTRACT # C13089

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

PACIFIC RESTORATION GROUP, INC.

FOR

STATE ROUTE 210 SEGMENT 8 ESTABLISH EXISTING PLANTING PROJECT

This Contract, is effective on the Effective Date as defined herein, by and between San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority (referred to hereinafter as "AUTHORITY"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and, **Pacific Restoration Group, Inc.** (referred to hereinafter as "CONTRACTOR") whose address is 325 E. Ellis Ave, Perris, CA 92572. Authority and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, AUTHORITY has determined that it requires construction of State Route 210 Segment 8 Establish Existing Planting Project; and

WHEREAS, the work described herein cannot be performed by the employees of AUTHORITY; and

WHEREAS, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform these services identified herein.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents:

a) Advertisement for Bids, first publication date February 7, 2013.
b) Bidder's Bid dated March 7, 2013.
c) California Department of Transportation Standard Plans, dated May 2006, the Standard Specifications dated May 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.
d) Plans titled, "San Bernardino County in cities of Fontana and Rialto on Route 210 from 0.1 mile west of Sierra Avenue to Locust Avenue Overcrossing" dated April 30, 2010.
e) Addenda No. 1.
f) Special Provisions dated February 6, 2013.

ARTICLE 2. PAYMENT

CONTRACTOR agrees to perform all work set forth and particularly described in this Contract, incorporated herein by reference, in consideration of the Base Bid to be paid by AUTHORITY in the amount of **$ 499,186.00**

ARTICLE 3. PAYMENT AND PERFORMANCE BONDS

CONTRACTOR will furnish a Payment bond, in the form provided by AUTHORITY in the IFB, in an amount equal to one hundred percent (100%) of the contract price, and a faithful Performance bond in the form provided by AUTHORITY in the IFB, in an amount equal to one hundred percent (100%) of the contract price, said bonds, to be secured from a surety company satisfactory to AUTHORITY within ten (10) working days of the Notice of Award of this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

ARTICLE 4. RETENTION/PROMPT PAYMENT

Pursuant to California and Business Professions Code 7108.5, CONTRACTOR is required to pay all subcontractors for satisfactory performance no later than 7 days from when the CONTRACTOR receives payment from the AUTHORITY. AUTHORITY shall hold retainage from CONTRACTOR of **five percent (5%)** from each invoice, and shall make prompt and regular incremental acceptances of portions, as determined by AUTHORITY of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with AUTHORITY's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of; a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance and/or non-compliance by a subcontractor. This Article applies to all subcontractors.

ARTICLE 5. COMPENSATION

The AUTHORITY agrees to pay, and CONTRACTOR agrees to accept in full payment for the work outlined in the Contract documents, the sum of **FOUR HUNDRED NINETY-NINE THOUSAND ONE HUNDRED EIGHTY-SIX DOLLARS AND ZERO CENTS ($499,186.00),** subject to additions and deductions, if any, in accordance with said documents [including without limit that compensation due for unit price work shall be the actual number of such units performed multiplied by the unit price]. Payment shall not be made more often than once each thirty (30) days, nor shall the amount be paid in excess of ninety-five percent (95%) of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after acceptance of the Project. The Bid Schedule presented on the next page is incorporated into this Contract by this reference.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

ACCEPTED BID SCHEDULE C13089

STATE ROUTE 210 SEGMENT 8 ESTABLISH EXISTING PLANTING

Bid Items

ITEM NO.	DESCRIPTION	UNIT MEASURE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	ESTABLISH EXISTING PLANTING –SR 210 SEGMENT 8 (4 years)	LS	1	$ 499,186.00	$ 499,186.00
			TOTAL BID PRICE $		$ 499,186.00

ARTICLE 6. TAXES, DUTIES AND FEES

Except to the extent expressly provided otherwise elsewhere in this Contract, CONTRACTOR shall pay when due, and the compensations set forth in this Contract shall be inclusive of all a) local, municipal, state, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONTRACTOR; and d) all other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

ARTICLE 7. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not allocated or available for the continuance of work performed by the CONTRACTOR, work directly or indirectly involved may be suspended or terminated by AUTHORITY at the end of the period for which funds are available. When AUTHORITY becomes aware that any portion of work, which will or may be affected by a shortage of funds, it will notify CONTRACTOR within fifteen (15) days. Nothing herein shall relieve AUTHORITY from its obligation to compensate CONTRACTOR for work performed pursuant to this Contract. No penalty shall accrue to AUTHORITY in the event this provision is exercised.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide AUTHORITY, or other authorized representatives or agents of AUTHORITY, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by AUTHORITY, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow AUTHORITY or its representatives of agents to reproduce any materials as reasonably necessary. This Article applies to all subcontractors at any tier that is performing work under this Contract.

ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Provisions attached herein. CONTRACTOR shall incur no costs and shall not perform or furnish any work, services or equipment under this Contract, unless and until AUTHORITY has issued a written Notice To Proceed (NTP).

ARTICLE 10. CONTRACTORS LICENSE

CONTRACTOR agrees that he is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in the project plans and specifications. CONTRACTOR further agrees to maintain license through the entire duration of Contract.

ARTICLE 11. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

11.1 CONTRACTOR agrees to comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of transportation (DOT), Title 49 CFR Part 21 as they may be amended from time to time, which are herein incorporated by this reference and made part of this Contract. The following minimum specific requirement activities of the Equal Employment Opportunity (EEO):

11.1.1 CONTRACTOR will work with the AUTHORITY and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the Contract.

11.2.1 CONTRACTOR will accept as his operating policy the following statement: "It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

11.2 EEO Officer: CONTRACTOR will designate and submit to the AUTHORITY in writing the EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate AUTHORITY and responsibility to do so.

11.3 Dissemination of Policy: All members of the CONTRACTOR' staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR' EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

11.3.1 Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

11.3.2 All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.

11.3.3 All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority group employees.

11.3.4 Notices and posters setting forth the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

11.3.5 CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

11.4 Recruitment: When advertising for employees, CONTRACTOR will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

11.4.1 CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to CONTRACTOR for employment consideration.

11.4.2 In the event CONTRACTOR has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)

11.4.3 CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

11.5 Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

11.5.1 CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

11.5.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

11.5.3 CONTRACTOR will periodically review-selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

11.5.4 CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.

11.6 Training and Promotion: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

11.6.1 Consistent with CONTRACTOR's work force requirements and as permissible under Federal and State regulations, the CONTRACTOR shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

11.6.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.

11.6.3 CONTRACTOR will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

11.7 Unions: If CONTRACTOR relies in whole or in part upon unions as a source of employees, CONTRACTOR will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by CONTRACTOR either directly or through a CONTRACTOR's association acting, as agent will include the procedures set forth below:

11.7.1 CONTRACTOR will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

11.7.2 CONTRACTOR will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

11.7.3 CONTRACTOR is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to CONTRACTOR, CONTRACTOR shall so certify to the AUTHORITY and shall set forth what efforts have been made to obtain such information.

11.7.4 In the event the union is unable to provide CONTRACTOR with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, CONTRACTOR will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which CONTRACTOR has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents CONTRACTOR from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such CONTRACTOR shall immediately notify the AUTHORITY.

11.8 CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract. Disadvantaged business enterprises (DBE), as defined in 49 CFR Part 23 shall have equal opportunity to compete for and perform subcontracts, which the CONTRACTOR enters into pursuant to this contract. CONTRACTOR will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. CONTRACTOR shall obtain lists of DBE construction firms from AUTHORITY's DBE Liaison. CONTRACTOR will use his best efforts to ensure subcontractor compliance with their EEO obligations.

11.9 Records and Reports: CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the AUTHORITY and the FHWA. The records kept by the CONTRACTOR shall document the following: The number of minority and non-minority group members and women employed in each work classification on the project; the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and the progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

11.9.1 CONTRACTOR will submit an annual report to the AUTHORITY each July 1st for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, CONTRACTOR will be required to collect and report training data.

ARTICLE 12. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SANBAG Policy 10102 regarding disclosure.

ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY

13.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by AUTHORITY, shall deliver to AUTHORITY the original of all such products which shall become the property of AUTHORITY.

13.2 All materials, documents, data or information obtained from AUTHORITY' data files or any AUTHORITY medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of AUTHORITY. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of AUTHORITY.

13.3 Except as reasonably necessary for the performance of Services, CONTRACTOR and its employees and agents shall hold in confidence the materials and information referred to in this Article, which are produced by CONTRACTOR for AUTHORITY in the performance and completion of CONTRACTOR's Services under this Contract, until released in writing by AUTHORITY, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.

13.4 CONTRACTOR shall not use AUTHORITY's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of AUTHORITY.

13.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

13.6 CONTRACTOR agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of

AUTHORITY, any information obtained by CONTRACTOR from or through AUTHORITY in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from AUTHORITY pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from AUTHORITY and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same.

ARTICLE 14. TERMINATION

14.1 Termination for Convenience - AUTHORITY shall have the right at any time, with or without cause, to terminate further performance of Services by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Services and shall preserve work in progress and completed work ("Work"), pending AUTHORITY's instruction, and shall turn over such Work in accordance with AUTHORITY's instructions. CONTRACTOR shall deliver to AUTHORITY, in accordance with AUTHORITY instructions, all deliverables prepared by CONTRACTOR or its subcontracts or furnished to CONTRACTOR by AUTHORITY. Upon such delivery, CONTRACTOR may then invoice AUTHORITY for payment in accordance with the terms hereof. If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from AUTHORITY as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination. CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR' field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with AUTHORITY's instructions plus the actual cost necessarily incurred in effecting the termination.

14.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, AUTHORITY may, without prejudice to any other rights or remedies AUTHORITY may have, (a) hold in abeyance further payments to CONTRACTOR; (b) stop any services of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by AUTHORITY, AUTHORITY may take possession of the deliverables and finish Services by whatever method AUTHORITY may deem expedient. A waiver by AUTHORITY of one default of CONTRACTOR shall not be considered to be a waiver of any

subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

14.2.1 In the event of termination, CONTRACTOR shall deliver to AUTHORITY all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by AUTHORITY.

14.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to AUTHORITY, satisfactory in form and content to AUTHORITY and verified by AUTHORITY. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

ARTICLE 15. INSURANCE

Without in anyway affecting the indemnity herein provided and in addition thereto the CONTRACTOR shall, at the CONTRACTOR's expense, and prior to commencement of any work, procure and maintain in full force insurance from the beginning of the work through final acceptance by AUTHORITY. In addition, CONTRACTOR shall maintain completed operations coverage with a carrier acceptable to AUTHORITY through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure. The policies shall be written by a carrier authorized to do business in the State of California with a Best rating of A-VII or better, and shall be written with at least the following limits of liability:

15.1 Workers' Compensation and Employer's Liability Insurance – Workers' Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Employer's Liability Insurance shall be provided in amounts not less than:

(a) $1,000,000 for each accident for bodily injury by accident.
(b) $1,000,000 policy limit for bodily injury by disease.
(c) $1,000,000 for each employee for bodily injury by disease.

15.2 Liability Insurance – CONTRACTOR shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations performed by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

(a) Premises and Operations coverage, with no exclusion or limitation for the perils of Explosion, Collapse or underground Operations;
(b) No limitation or exclusion for CONTRACTOR's liability arising out of work performed by its subcontractors; Products and completed operations.
(c) No limitation or exclusion to the definition of Products and Completed Operations coverage as contained in the ISO CF 00 01 12 04 or its equivalent;
(d) No limitation or exclusion to the definition of "Insured Contract" as contained in the ISO Commercial General Liability form CG 00 01 12 04 or its equivalent.

15.2.1 Liability Limits/Additional Insureds - Insurance shall be written on ISO occurrence form CG 00 01 12 04 (or its equivalent) and the policy must contain the following endorsement, which must be stated on the certificate of insurance:

(a) Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

The limits of liability shall be at least:

(a) $2,000,000 for each occurrence (combined single limit for bodily injury and property damage).

(b) $2,000,000 aggregate for products-completed operations.

(c) $10,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Contract.

(d) $5,000,000 umbrella or excess liability. Combined total Commercial General Liability and Excess Liability limits of $25,000,000 will be required for projects with a contract value in excess of $25,000,000.

(e) Umbrella or excess policy shall follow form over the CONTRACTOR's General Liability coverage and shall provide a separate aggregate limit for products and completed operations coverage. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

15.3 AUTHORITY, the State of California, the City of Fontana and City of Rialto and their authorized officers, employees, agents and volunteers, shall be named as additional insureds with respect to liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract. Coverage for such additional insureds shall not extend to liability:

(a) Arising from any defective or substandard condition of the Roadway which existed at or prior to the time the CONTRACTOR commenced work, unless such condition has been changed by the work or scope of the work requires the CONTRACTOR to maintain existing Roadway facilities and the claim arises from the CONTRACTOR' failure to maintain; or

(b) For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the CONTRACTOR which occurred during the course of the work; or

(c) To the extent prohibited by Section 11580.04 of the Insurance Code.

15.3.1 The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self-insurance maintained by AUTHORITY will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form

B) endorsement form CG 2010 07 04 and CG 20 37 07 04, as published by the Insurance Services Office (ISO).

15.4 Automotive Liability Insurance – CONTRACTOR shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall not be less than $5,000,000 combined single limit each accident for bodily injury and property damage. Umbrella or excess liability coverage used to meet the required limits required under "Liability Limits/Additional Insureds," shall also apply to automobile liability.

15.5 (Not Used)

15.6 Waiver of Subrogation Rights – CONTRACTOR shall require the carriers of the above required coverage's to waive all rights of subrogation against AUTHORITY, and its authorized officers, employees, agents and volunteers, CONTRACTOR and subcontractors by endorsement to the policy.

15.7 Policy Forms, Endorsements and Certificates – CONTRACTOR's General Liability Insurance shall be provided under Commercial General Liability policy form No. CG 00 01 12 04 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG 00 01 12 04.

15.8 Proof of Insurance – Evidence of insurance in a form acceptable to AUTHORITY, including the required "additional insured" endorsements, shall be provided within ten (10) business days after Notice of Award is given to CONTRACTOR. Prior to commencing any work, CONTRACTOR shall furnish AUTHORITY with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide AUTHORITY thirty (30) days written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide AUTHORITY ten (10) days written notice. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy, and shall also include the Contract Number and Project Manager's name on the face of the certificate. AUTHORITY may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of AUTHORITY. Standard ISO form No. CG 00 01 12 04 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusion is at the discretion of AUTHORITY. Regardless of the allowance of exclusions or deductions by AUTHORITY, CONTRACTOR shall be responsible for any deductible amount and shall warrant that the coverage provided to AUTHORITY is consistent with the requirements of this section. CONTRACTOR is required to provide certified copies of all insurance policies within ten (10) days of AUTHORITY's written request of said copies.

15.9 Enforcement – AUTHORITY may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of Contract. In the event the CONTRACTOR fails to maintain any insurance coverage required, AUTHORITY may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or terminate this Contract. The required insurance shall be subject to the approval of AUTHORITY, but any acceptance of insurance certificates by AUTHORITY shall in no way limit or relieve the CONTRACTOR of the CONTRACTOR's duties and responsibilities under the Contract to indemnify, defend and hold harmless AUTHORITY, and its authorized officers, employees, agents and volunteers. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude AUTHORITY from taking other actions as is available to it under any other provision of the contract or law. Failure of AUTHORITY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

15.10 Miscellaneous – Nothing contained in this Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of the Contract, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

ARTICLE 16. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by AUTHORITY) and hold harmless AUTHORITY, the State of California, City of Fontana and City of Rialto, and their authorized officers, employees, agents and volunteers (indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the indemnitees on account of any claim except where such indemnification its prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification obligation applies to the indemnitees' "passive" negligence but does not apply to the indemnitees' "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 17. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract shall become the property of AUTHORITY when prepared, whether delivered to AUTHORITY or not.

ARTICLE 18. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall be at all times an independent CONTRACTOR. Accordingly, all work provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction and control of CONTRACTOR. AUTHORITY shall rely on CONTRACTOR for results only, and shall have no right at any time to direct or supervise CONTRACTOR or

CONTRACTOR's employees in the performance or as to the manner, means and methods by which work is to be performed. All workers furnished by CONTRACTOR pursuant to this Contract, and all representatives of CONTRACTOR shall be and remain the employees or agents of CONTRACTOR or of CONTRACTOR's subcontractors at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AUTHORITY.

ARTICLE 19. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any party's rights hereunder, each Party, including the prevailing party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the Indemnification provision.

ARTICLE 20. BONDS

As a condition of issuance of the Notice To Proceed, CONTRACTOR agrees to furnish to AUTHORITY a satisfactory Payment Bond in an amount equal to one hundred percent (100%) of the original contract amount and a Performance Bond in an amount equal to one hundred percent (100%) of the original contract amount. These bonds shall be secured from a surety company (ies) admitted in the state of California and satisfactory to AUTHORITY. Bonds shall remain in force and effect for a period of one year following the date of filing of Notice of Completion. If the contract price is increased, AUTHORITY may in its sole discretion, require an increase in the amount of the bonds or new bonds covering the increased amount. These bonds are to be in effect from NTP through the term of this Contract.

ARTICLE 21. PRECEDENCE

The Contract documents consist of these general terms and conditions and the specifications, drawings and special provisions referenced herein and incorporated by this reference. The following order of precedence shall apply: a) this Contract and all attachments; b) IFB provisions; c) CONTRACTOR's Bid; all other documents, if any, cited herein or incorporated by reference.

ARTICLE 22. COMMUNICATIONS/NOTICES

All notices and communications permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other Party in writing. All communications pursuant to or in connection with this Contract shall be marked with AUTHORITY's contract number.

To CONTRACTOR	To AUTHORITY
Pacific Restoration Group, Inc.	San Bernardino Associated Governments
325 E. Ellis Ave.	1170 W. 3rd Street, 2nd Floor
Perris, CA 92572	San Bernardino, CA 92410-1715
Attn: John Richards, President	Attn: Garry Cohoe
Phone: 951-940-6069	C.C. Contract Administrator
Fax: 951-940-6501	Phone: (909) 884-8276

ARTICLE 23. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, Civil Division. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, Civil Division.

ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 25. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to AUTHORITY for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay AUTHORITY the sum of **$950.00** per each calendar day of delay as identified in the weekly statement of working days issued by the AUTHORITY. AUTHORITY shall not withhold liquidated damages if the delay is determined by AUTHORITY to be excusable in accordance with the Force Majeure article of this Contract. AUTHORITY may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

ARTICLE 26. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from AUTHORITY.

ARTICLE 27. SUBCONTRACTS

27.1 CONTRACTOR shall perform with its own organization contract work amounting to not less **than 30 percent** (or a greater percentage if specified elsewhere in the Contract) of the total

original contract price, excluding any specialty items designated by AUTHORITY. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by CONTRACTOR' own organization (23 CFR 635).

27.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.

27.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

27.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as AUTHORITY determines is necessary to assure the performance of the Contract.

27.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of AUTHORITY, or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after AUTHORITY has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, Section 4100 et. seq. AUTHORITY's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. AUTHORITY reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

ARTICLE 28. COORDINATION WITH OTHER CONTRACTS

AUTHORITY may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and AUTHORITY's employees or agents and carefully fit its own work to such additional work as may be directed by AUTHORITY. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other CONTRACTOR or by AUTHORITY.

ARTICLE 29. PREVAILING WAGE REQUIREMENTS

29.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the State Department of Labor the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the State Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

29.2 Contributions made or costs reasonably anticipated for bona fide fringe benefits under the State Department of Labor on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this Article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in herein. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under of this section) and the Davis-Bacon poster (WH1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

29.3 AUTHORITY shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under this Contract shall be classified in conformance with the wage determination. AUTHORITY shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona

fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

29.4 If CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and AUTORITY agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by AUTHORITY to the State Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the AUTHORITY or will notify AUTHORITY within the 30-day period that additional time is necessary.

29.5 In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and AUTHORITY do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), AUTHORITY shall refer the questions, including the views of all interested parties and the recommendation of AUTHORITY, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise AUTHORITY or will notify the AUTHORITY within the 30-day period that additional time is necessary.

29.6 The wage rate (including fringe benefits where appropriate) determined pursuant to this section, should be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

29.7 Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

29.8 If CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the State Department of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards have been met. The State Department of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

29.9 Withholding - AUTHORITY shall upon its own action or upon written request of an authorized representative of the State Department of Labor withhold or cause to be withheld from the CONTRACTOR under this Contract or any other contract with the same prime CONTRACTOR, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working

on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by this Contract, AUTHORITY may, after written notice to CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

29.10 Payrolls and basic records - Payrolls and basic records relating thereto shall be maintained by CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described herein, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the State Department of Labor has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program, CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

29.11 Apprenticeship - If CONTRACTOR employs apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

29.12 Payroll - CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the AUTHORITY if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to AUTHORITY. The payrolls submitted shall set out accurately and completely all of the information required to be maintained Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029005000141), U.S. Government Printing Office, Washington, DC 20402. CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors.

29.12.1 Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

29.12.2 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH347 shall satisfy the requirement for submission of the Statement of Compliance required by this section. The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

29.12.3 CONTRACTOR or subcontractor shall make the records required under of this section available for inspection, copying, or transcription by authorized representatives of the AUTHORITY, and shall permit such representatives to interview employees during working hours on the job. If CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

29.13 Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the

journeyman's hourly rate) specified in CONTRACTOR's or subcontractors registered program shall be observed.

29.13.1 Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

29.14 Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

29.15 Compliance with Copeland Act requirements - CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as AUTHORITY may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

29.16 Contract termination – debarment- A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

29.17 Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

29.18 Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the State Department of Labor. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and AUTHORITY, or the employees or their representatives.

29.19 Certification of eligibility- (i) By entering into this Contract, CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

29.20 Contract Work Hours and Safety Standards Act- AUTHORITY shall cause or require the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

29.21 Overtime requirements- No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

29.22 Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.

29.22.1 Withholding for unpaid wages and liquidated damages - AUTHORITY shall upon its own action or upon written request of an authorized representative of the State Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

29.23 Subcontracts - CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

29.23.1 In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 5.1, AUTHORITY shall insert a clause requiring that the CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, AUTHORITY shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of AUTHORITY and the State Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

ARTICLE 30. SAFETY

30.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as AUTHORITY may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

30.2 Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

ARTICLE 31. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of AUTHORITY, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 32. CONFIDENTIALITY

Any AUTHORITY materials to which the CONTRACTOR or its agents has access to or materials prepared by the CONTRACTOR during the term of this Contract shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except as authorized by AUTHORITY. CONTRACTOR shall not release any reports, information of promotional materials or allow for the use of any photos of the project for any purposes without written approval from AUTHORITY.

ARTICLE 33. CONVICT LABOR

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person, undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

ARTICLE 34. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by AUTHORITY, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the difficulty of cost of successfully or interpretations made by CONTRACTOR on the basis of the information made available by AUTHORITY.

ARTICLE 35. SEVERABILITY

The partial or complete invalidity in whole or in part, of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 36. FORCE MAJEURE

CONTRACTOR shall not be in default of this Contract in the event that the work performed by CONTRACTOR is temporarily interrupted or discontinued for any of the following reasons; riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government, and fires, severe weather, or other catastrophic events which are beyond the reasonable control of CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. Other catastrophic events do not include the financial inability of the CONTRACTOR to perform or failure of the CONTRACTOR to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the CONTRACTOR.

ARTICLE 37. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 38. EFFECTIVE DATE

The date that this Contract is executed by AUTHORITY shall be the Effective Date of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year first written below, but effective as of the day and year first set forth above.

CONTRACTOR
PACIFIC RESTORATION GROUP, INC.

By: _____
John Richards
President

Date: _____

Licensed in accordance with an act providing for registration of contractors.

685511 AB C27
License Number

Federal Employer
Identification Number

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Janice Rutherford
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Contract Administrator

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 35

Date: April 11, 2013

Subject: Construction Cooperative Agreement Amendment for the Colton Quiet Zone Project

Recommendation:* Approve Amendment 1 to Contract No. C12006 with the City of Colton and increase the contract by $60,982 for a total contract amount of $1,080,837, which will be funded with Measure I 1990 - Valley Fund - Major Projects, and change contract termination date of December 31, 2013 with December 31, 2014.

Background: On October 5, 2011, the San Bernardino Associated Governments (SANBAG) Board of Directors approved contract C12053, a Funding Agreement between SANBAG, the City of Colton, the BNSF Railway Company (BNSF), and the Union Pacific Railroad (UPRR) addressing roles and responsibilities for each party and funding commitments for several rail improvement projects in the City of Colton. Under this agreement, SANBAG is responsible for funding 100% of project costs related to the Colton Quiet Zone Project.

Following approval of C12053, the Board also approved contract C12006 with the City of Colton in the amount of $1,019,855 for construction capital costs and support costs for the construction of Quiet Zone Improvements in the City of Colton. Under this agreement, the City of Colton will advertise, award, and administer the construction contract for construction of the Quiet Zone.

The scope of the Colton Quiet Zone project was defined in C12006 as improvements to four existing at-grade railroad crossings. The project includes closure of and construction of related improvements to "H" Street and "E" Street

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1304b-pm

Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C12006-01.docx

and signal improvements and other upgrades to the Valley Boulevard and Olive Street at-grade railroad crossings. The estimated capital cost of the project under C12006 was $891,175, and the support and administration costs were estimated at $128,683 for a total amount of $1,019,855.

Subsequent to approval of C12006, the City of Colton identified additional improvements that are needed to enhance safety for pedestrians. Currently, the existing at-grade crossings that will be modified by the project include active signals devices and gates that would warn motorists and pedestrians of incoming trains. The closure of the railroad crossing at "E" Street and "H" Street would eliminate pedestrian access at those locations.

Because the project is proposing to close "E" Street and "H" Street, the City's concern is that pedestrians would now attempt to cross the railroad by entering the railroad Right-of-Way unsafely through unsecured locations. The City has identified four such locations and is requesting construction of fencing and warning signs to discourage trespassing by pedestrians. These areas are located on West "F" Street, West "D" Street, West "B" Street, and Hanna Street. The capital costs of these improvements are estimated at $53,306, including contingency, and an additional support cost of $7,676 for a total amount of $60,982.

The three party Construction and Maintenance agreement between SANBAG, the City of Colton, and BNSF was approved by the Board on March 6, 2013, and the City anticipates awarding a contract in June 2013. Staff recommends approval of Amendment 1 to C12006 to include pedestrian safety enhancements to the project. Staff is also recommending increasing the contract termination date by one year, from December 31, 2013 to December 31, 2014. This will allow sufficient time for the City to complete the work and allow project close out activities to occur.

Financial Impact: This item is consistent with the SANBAG Fiscal Year 2012/2013 budget. Funding for the contract is provided under Task 0886, Colton Quiet Zone. This contract will be funded with Measure I 1990 - Valley Fund - Major Projects.

Reviewed By: This item has not had prior Policy Committee review. SANBAG Contract Administrator has reviewed this item and the contracts.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12006 Amendment No. 1

By and Between

San Bernardino Transportation Authority and City of Colton

Contract Description Construction Cooperative Agreement for the Colton Quiet Zone

Board of Director's Meeting Date: April 3, 2013

Overview of BOD Action: Approve Amendment 1 to Contract No. C12006 and increase the contract by $60,982 for a total contract amount of $1,080,837 which will be funded with Measure I 1990 - Valley Fund - Major Projects.

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

CONTRACT OVERVIEW

Original Contract Amount	$	1,019,855.00	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	60982.00	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	1,080,837.00	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	1,080,837.00

Contract Start Date	Current Contract Expiration	Revised Contract Expiration Date
12/07/11	12/31/13	12/31/14

Has the contract term been amended? ☐ No ☒ Yes - please explain. Contract term has been amended to allow sufficient time for the City to complete the scope of work in the agreement.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0886.

☐ 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:*

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 MELOLOTON			3/28/13
Project Manager (Print Name)		Signature	Date
Gary Colvin			3.28.13
Task Manager (Print Name)		Signature	Date
Andrea Zureick		Andrea Zureick	3/28/13
Dir. of Fund Admin. & Programming (Print Name)		Signature	Date
Jeffery Hill			3/28/13
Contract Administrator (Print Name)		Signature	Date
W. STAWARSKI			3/29/13
Chief Financial Officer (Print Name)		Signature	Date

AMENDMENT NO. 1 TO CONTRACT NO. C12006

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF COLTON

COLTON QUIET ZONE

THIS AMENDMENT NO. 1 is by and between the San Bernardino County Transportation Commission ("AUTHORITY") and the City of Colton, a municipal corporation of the State of California ("CITY"), both collectively known as "PARTIES".

RECITALS:

A. **WHEREAS,** on October 5, 2011, AUTHORITY, CITY, Union Pacific Railroad, and the BNSF Railway Company ("BNSF") entered into a funding agreement for several railroad related projects in the City of Colton, describing the roles and responsibilities for each of the parties under the agreement.

B. **WHEREAS,** one of the projects identified in the funding agreement is known as the Colton Quiet Zone Improvement project ("Project"), which would establish a quiet zone by eliminating two existing grade crossings at "H" Street and "E" Street respectively and improving two existing grade crossings at Valley Boulevard and Olive Street.

C. **WHEREAS,** under the funding agreement, AUTHORITY is responsible for total project costs of the Project after a contribution of $100,000 by BNSF.

D. **WHEREAS,** on December 7, 2011, AUTHORITY and CITY entered into a construction cooperative agreement for the construction of the Project and CITY will administer construction of Project.

E. **WHEREAS,** the scope of the construction cooperative agreement only included work along "H" Street, "E" Street, Valley Boulevard, and Olive Street.

F. **WHEREAS,** CITY identified the need for additional improvements in relation to the Project to enhance safety and discourage pedestrians from trespassing into the railroad Right-of-Way.

G. **WHEREAS,** PARTIES agree to incorporate the additional improvements into the scope of the cooperative agreement.

NOW THEREFORE, AUTHORITY and CITY agree to amend Cooperative Agreement C12006 in the following particulars only:

1. Amend Section 1, Article 1 to replace the amount "$1,019,855" with "$1,085,837".

2. Exhibit 1 (Contract Attachment A.1) is attached to and incorporated into this Amendment by this reference.

3. Exhibit 2 (Contract Attachment B.1) to replace Exhibit B in the Agreement.

4. Amend Section 3, Article 13 to replace contract termination date of "December 31, 2013" with "December 31, 2014"

5. The Contract is incorporated into this Amendment.

6. Except as amended by this Amendment, all other provisions of the Contract shall remain in full force and effect.
7. This Amendment No. 1 is effective on the date executed by AUTHORITY.

----------SIGNATURES ON FOLLOWING PAGE----------

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the dates indicated below.

CITY OF COLTON,
A MUNICIPAL CORPORATION

APPROVED

By:_____
Sarah S. Zamora
Mayor

Date:_____

APPROVED AS TO FORM AND PROCEDURE

By:_____
Marco Martinez
City Attorney

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

APPROVED

By:_____
Janice Rutherford, President
Board of Directors

Date:_____

APPROVED AS TO FORM AND PROCEDURE

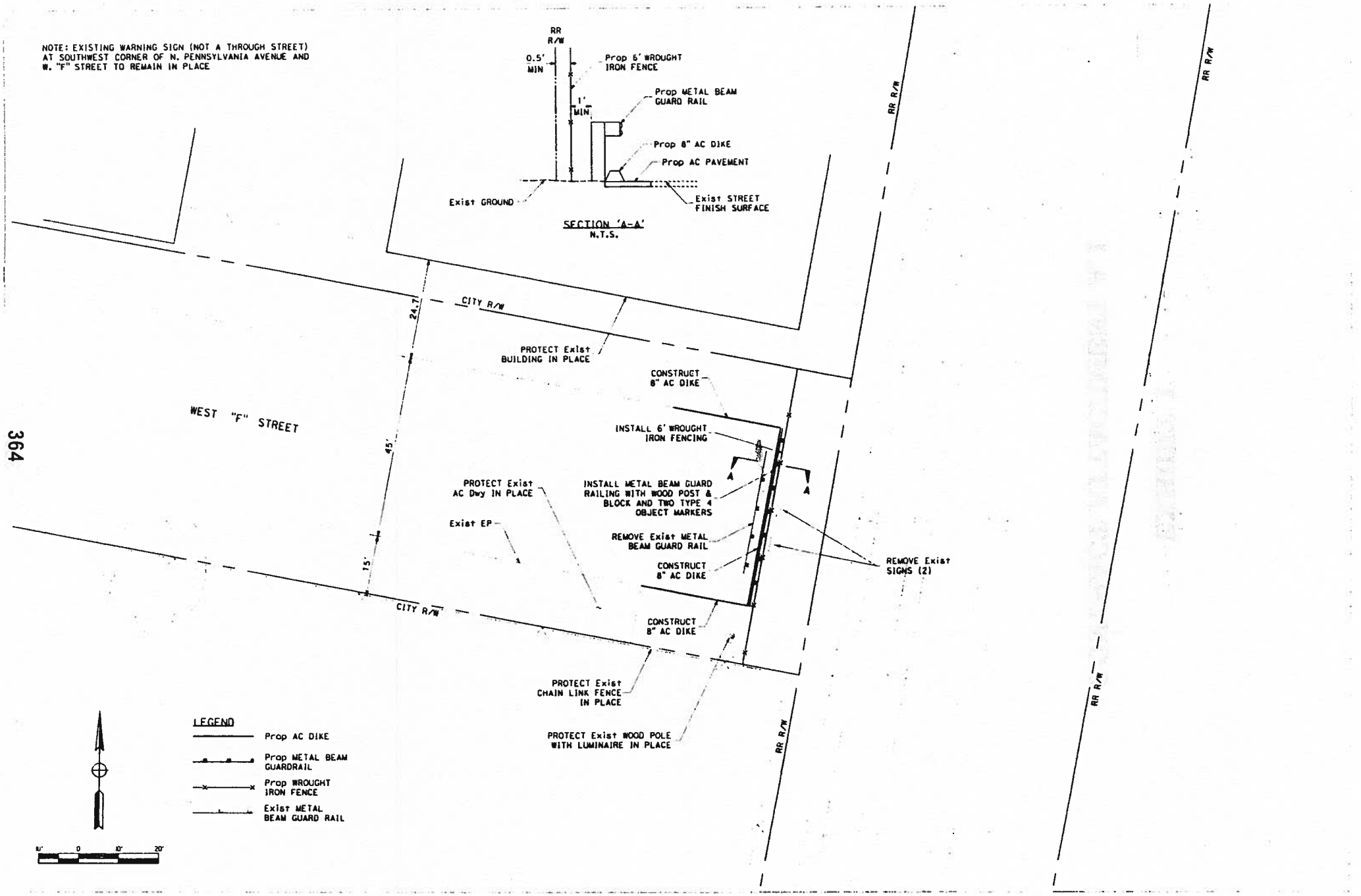
By:_____
Eileen Monaghan Teichert
AUTHORITY General Counsel

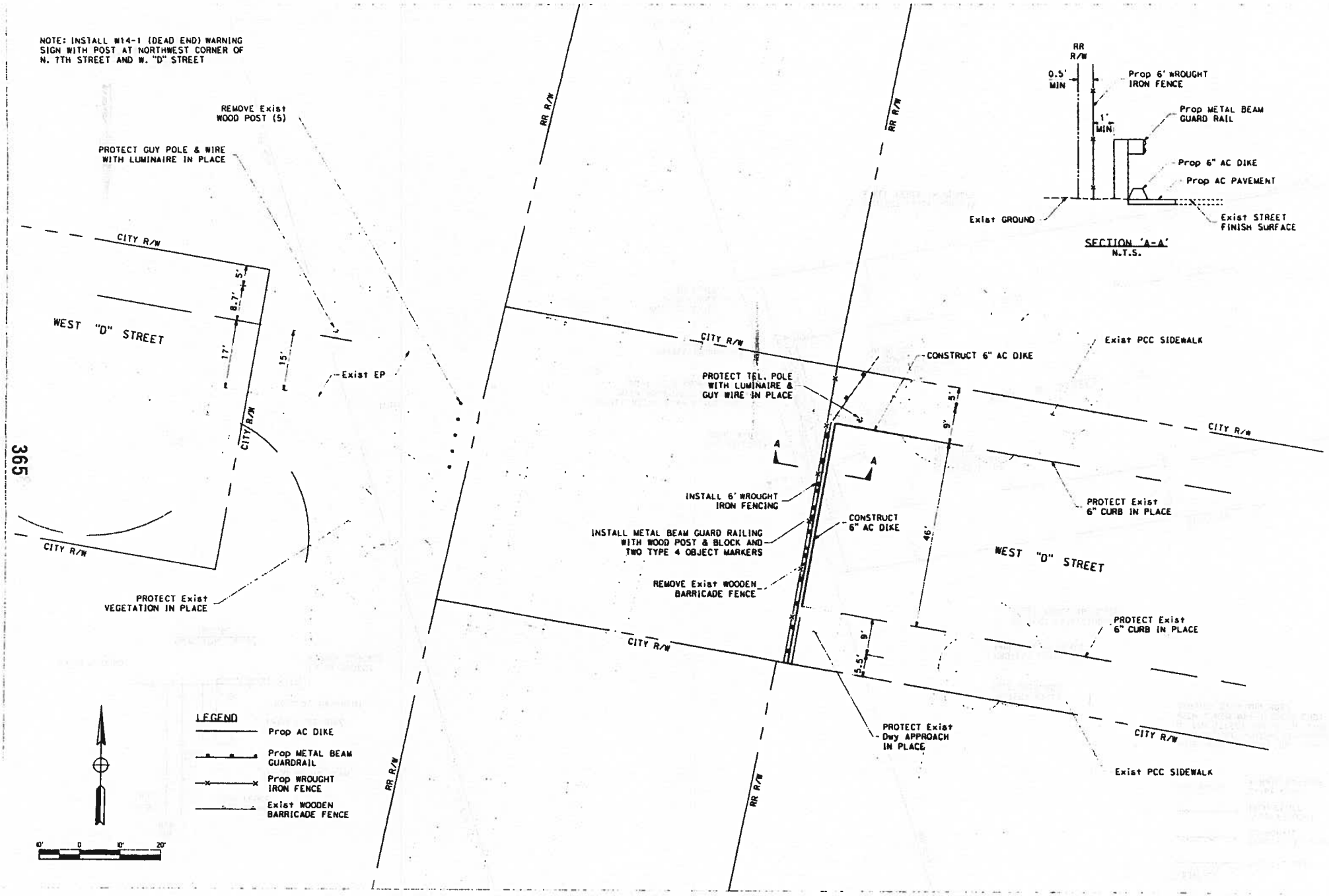
CONCURRENCE

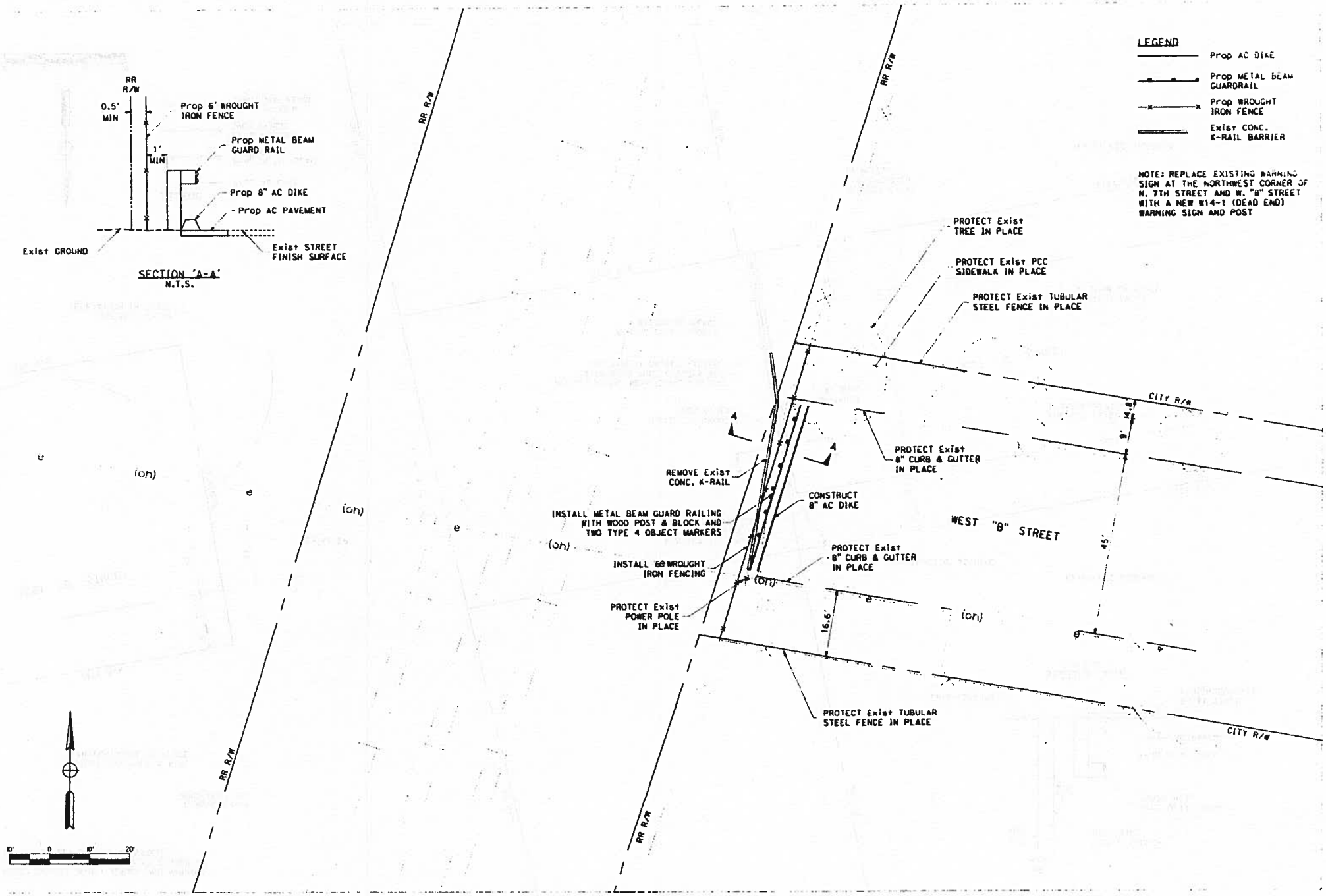
By:_____
Jeffrey Hill
Contract Administrator

EXHIBIT 1

CONTRACT ATTACHMENT A.1


NOTE: EXISTING WARNING SIGN (NOT A THROUGH STREET) AT SOUTHWEST CORNER OF N. PENNSYLVANIA AVENUE AND W. "F" STREET TO REMAIN IN PLACE
RR R/W
0.5' MIN
Prop 6' WROUGHT IRON FENCE
1' MIN
Prop METAL BEAM GUARD RAIL
Prop 8" AC DIKE
Prop AC PAVEMENT
Exist GROUND
Exist STREET FINISH SURFACE
SECTION 'A-A'
N.T.S.
CITY R/W
24.7'
PROTECT Exist BUILDING IN PLACE
CONSTRUCT 8" AC DIKE
WEST "F" STREET
INSTALL 6' WROUGHT IRON FENCING
45'
PROTECT Exist AC Dwy IN PLACE
INSTALL METAL BEAM GUARD RAILING WITH WOOD POST & BLOCK AND TWO TYPE 4 OBJECT MARKERS
Exist EP
REMOVE Exist METAL BEAM GUARD RAIL
REMOVE Exist SIGNS (2)
CONSTRUCT 8" AC DIKE
15'
CITY R/W
CONSTRUCT 8" AC DIKE
PROTECT Exist CHAIN LINK FENCE IN PLACE
PROTECT Exist WOOD POLE WITH LUMINAIRE IN PLACE
RR R/W
RR R/W
RR R/W
LEGEND
Prop AC DIKE
Prop METAL BEAM GUARDRAIL
Prop WROUGHT IRON FENCE
Exist METAL BEAM GUARD RAIL
0' 0 10' 20'


NOTE: INSTALL W14-1 (DEAD END) WARNING SIGN WITH POST AT NORTHWEST CORNER OF N. 7TH STREET AND W. "D" STREET
REMOVE Exist WOOD POST (5)
PROTECT GUY POLE & WIRE WITH LUMINAIRE IN PLACE
CITY R/W
WEST "D" STREET
5'
8.7'
17'
15'
Exist EP
CITY R/W
CITY R/W
PROTECT Exist VEGETATION IN PLACE
RR R/W
RR R/W
RR R/W
RR R/W
CITY R/W
PROTECT TEL. POLE WITH LUMINAIRE & GUY WIRE IN PLACE
CONSTRUCT 6" AC DIKE
Exist PCC SIDEWALK
A
A
INSTALL 6' WROUGHT IRON FENCING
INSTALL METAL BEAM GUARD RAILING WITH WOOD POST & BLOCK AND TWO TYPE 4 OBJECT MARKERS
REMOVE Exist WOODEN BARRICADE FENCE
CONSTRUCT 6" AC DIKE
5'
9'
46'
CITY R/W
PROTECT Exist 6" CURB IN PLACE
WEST "D" STREET
PROTECT Exist 6" CURB IN PLACE
9'
5.5'
PROTECT Exist Dwy APPROACH IN PLACE
CITY R/W
Exist PCC SIDEWALK
RR R/W
0.5' MIN
Prop 6' WROUGHT IRON FENCE
1' MIN
Prop METAL BEAM GUARD RAIL
Prop 6" AC DIKE
Prop AC PAVEMENT
Exist GROUND
Exist STREET FINISH SURFACE
SECTION 'A-A'
N.T.S.
LEGEND
Prop AC DIKE
Prop METAL BEAM GUARDRAIL
Prop WROUGHT IRON FENCE
Exist WOODEN BARRICADE FENCE
10' 0 10' 20'


RR R/W
0.5' MIN
Prop 6' WROUGHT IRON FENCE
1' MIN
Prop METAL BEAM GUARD RAIL
Prop 8" AC DIKE
Prop AC PAVEMENT
Exist GROUND
Exist STREET FINISH SURFACE
SECTION 'A-A'
N.T.S.
RR R/W
RR R/W
RR R/W
RR R/W
LEGEND
Prop AC DIKE
Prop METAL BEAM GUARDRAIL
Prop WROUGHT IRON FENCE
Exist CONC. K-RAIL BARRIER
NOTE: REPLACE EXISTING WARNING SIGN AT THE NORTHWEST CORNER OF N. 7TH STREET AND W. "B" STREET WITH A NEW W14-1 (DEAD END) WARNING SIGN AND POST
PROTECT Exist TREE IN PLACE
PROTECT Exist PCC SIDEWALK IN PLACE
PROTECT Exist TUBULAR STEEL FENCE IN PLACE
CITY R/W
PROTECT Exist 8" CURB & GUTTER IN PLACE
REMOVE Exist CONC. K-RAIL
CONSTRUCT 8" AC DIKE
INSTALL METAL BEAM GUARD RAILING WITH WOOD POST & BLOCK AND TWO TYPE 4 OBJECT MARKERS
WEST "B" STREET
INSTALL 66' WROUGHT IRON FENCING
PROTECT Exist 8" CURB & GUTTER IN PLACE
PROTECT Exist POWER POLE IN PLACE
16.6'
45'
PROTECT Exist TUBULAR STEEL FENCE IN PLACE
CITY R/W
10' 0 10' 20'

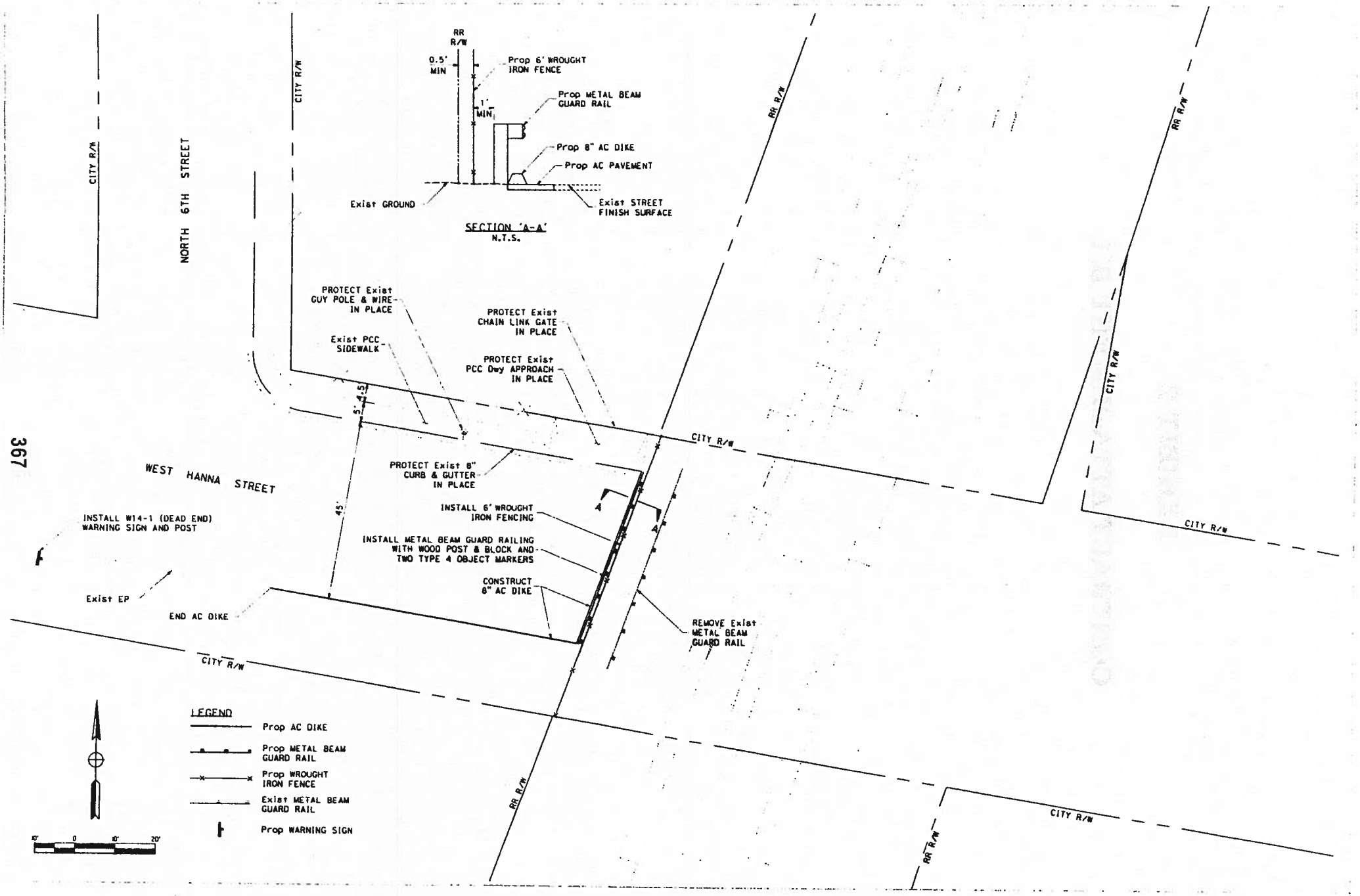

RR R/W
0.5' MIN
Prop 6' WROUGHT IRON FENCE
1' MIN
Prop METAL BEAM GUARD RAIL
Prop 8" AC DIKE
Prop AC PAVEMENT
Exist GROUND
Exist STREET FINISH SURFACE
SECTION 'A-A'
N.T.S.
CITY R/W
NORTH 6TH STREET
RR R/W
PROTECT Exist GUY POLE & WIRE IN PLACE
Exist PCC SIDEWALK
PROTECT Exist CHAIN LINK GATE IN PLACE
PROTECT Exist PCC Dwy APPROACH IN PLACE
5'
4.5'
WEST HANNA STREET
PROTECT Exist 8" CURB & GUTTER IN PLACE
45'
INSTALL W14-1 (DEAD END) WARNING SIGN AND POST
INSTALL 6' WROUGHT IRON FENCING
INSTALL METAL BEAM GUARD RAILING WITH WOOD POST & BLOCK AND TWO TYPE 4 OBJECT MARKERS
CONSTRUCT 8" AC DIKE
REMOVE Exist METAL BEAM GUARD RAIL
Exist EP
END AC DIKE
LEGEND
Prop AC DIKE
Prop METAL BEAM GUARD RAIL
Prop WROUGHT IRON FENCE
Exist METAL BEAM GUARD RAIL
Prop WARNING SIGN
10' 0 10' 20'

EXHIBIT 2

CONTRACT ATTACHMENT B.1

Colton Quiet Zone

Construction Cost Estimate

Roadway Improvements

CAPITAL COST ESTIMATE

Construction Capital Cost:	$769,981
Contingency (15%):	$115,497
Permits and Flagging:	$64,000
Total Construction Capital:	$949,478

CONSTRUCTION SUPPORT COST ESTIMATE

Administration:	$136,359
Total Construction Support:	$136,359

TOTAL CONSTRUCTION COST

$1,085,837

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 36

Date: April 11, 2013

Subject: Project Plans, Specifications, and Estimates and the Construction and Maintenance Agreement for the Laurel Street Grade Separation Project

Recommendation:* San Bernardino County Transportation Commission:

1. Approve three-party Construction and Maintenance Agreement No. C13016 with the BNSF Railway Company and the City of Colton for the Laurel Street Grade Separation Project in the amount of $14,772,066 for railroad work, flagging, inspection, and right-of-way; and San Bernardino Associated Governments will receive a contribution of $5,367,336 from BNSF Railway Company towards the overall project cost.
2. Authorize the Executive Director to execute Right of Way Easement Agreements and other such documents to implement the purposes of Construction and Maintenance Agreement No. C13016.
3. Approve the Laurel Street Grade Separation Project Plans, Specifications, and Estimates package.
4. Authorize the Director of Project Delivery to advertise Invitation for Bids No. C13121 to obtain construction bids for the Laurel Street Grade Separation Project.
5. Authorize staff to proceed directly to the Board without prior Metro Valley Study Session approval for the award of Construction Contract No. C13121.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1304c-pm

Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13016.doc

San Bernardino County Transportation Authority:

6. Approve programming change for the Laurel Street Grade Separation Project in the City of Colton to increase total Measure I Major Streets Bond Funds commitment from $8,520,000 to $11,455,148, an increase of $2,935,148.

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

On August 4, 2010, the SANBAG Board of Directors approved the nomination of the Laurel Street Grade Separation project to receive funding through the State's Proposition 1B Trade Corridor Improvement Fund (TCIF) program. On November 4, 2010, with the recommendation of the Southern California Consensus Group, the California Transportation Commission (CTC) approved the programming of approximately $11.9M for the construction phase of the project. On March 6, 2013, the SANBAG Board of Directors approved an amendment to the Laurel Street Grade Separation programming by increasing the amount of TCIF on the project by approximately $11.2M resulting in a new programmed TCIF amount of approximately $23.2M on the project. According to the TCIF program requirements, the TCIF funds must be allocated by the CTC by not later than the June 2013 CTC meeting and construction must begin by end of the 2013 calendar year. Staff plans to request allocation of the TCIF funds for this project at the May 2013 CTC meeting to ensure we meet these TCIF requirements.

Recommendation 1 and 2: To proceed with construction of the project, staff is recommending approval of the three-party Construction and Maintenance agreement No. C13016 with the City of Colton, and BNSF. The terms of the subject Construction and Maintenance agreement are given below. The execution of this Construction and Maintenance agreement is required to certify the right-of-way for this project.

At a project cost, BNSF will perform railroad work within the BNSF railroad corridor. The railroad work consists of construction, maintenance, and removal of a temporary three-track rail shoo-fly, construction of a temporary three-track and temporary two-track cantilever signal structures, and construction of other related improvements such as relocation of signal controller housing and relocation of conduits. Also included in the railroad work, is the costs for railroad flagging and inspection associated with monitoring and regulating construction work adjacent and on this very busy railroad corridor. The estimated amount of this railroad work is $11,040,468.

At a project cost, SANBAG will acquire a temporary construction easement to accommodate construction of the project and acquisition in fee of areas required to construct a portion of a permanent storm water basin and a storm water pump station. The cost of the temporary construction easement and the acquisition for the storm water basin and pump station is $740,604.

As a goodwill payment, SANBAG will pay BNSF a lump sum amount of $3,000,000 to mitigate railroad operational impacts during construction due to a temporary loss of track lengths for three mainline tracks, a "B-Yard" lead track, and an auto lead track. Due to the grade separation project being located adjacent to the San Bernardino BNSF Intermodal Yard, the impacts to railroad operations during construction of the project are much greater than other typical grade separation projects. This compensation is similar to a goodwill payment made to other businesses if a project impacts their operation.

The impact to the mainline is due to the relocation of the railroad signal temporarily during construction. Moving the railroad signal moves the railroad "control point" which impacts the railroad's capacity to store 10,000-foot trains in this block. According to BNSF, they hold longer trains within this block to allow shorter, faster trains with time penalties for late delivery to pass. BNSF staff mentioned that this would impact railroad operations as far north as Barstow. BNSF also reported that there are about twenty-five 10,000-foot trains that cross Laurel Street a week.

The loss of track length on the Auto Yard lead will require BNSF to add an additional crew each day to assemble trains in this area. They estimated this cost to be $9,000 to $10,000 per day. Construction of the project is estimated to take 18 months, which equates to an estimated total cost just for the additional crew of over $4 million. In addition, the loss of track length and train storage capacity on the B-Yard lead will also require BNSF to use a portion of the main track to assemble the daily train that travels to San Diego. Using the mainline tracks to assemble trains will also affect BNSF operations.

Alternatively, BNSF could defer the penalties for late shipments and additional staffing costs to the project proponent; however, this approach increases the risk to SANBAG for potentially higher unknown future costs. As such, staff recommends the lump sum mitigation payment. It also needs to be noted that BNSF has agreed to reduce the mainline shoo-fly by one track, which has resulted in substantial project construction cost savings estimated at least $1.3M. This does not include the savings if the Auto Yard Lead and B-Yard Lead needed to be included in the shoo-fly. By reducing the number of tracks along the shoo-fly, SANBAG was also able to reduce impacts and associated costs to the Southern

California Regional Rail's Eastern Maintenance Facility which is adjacent to the railroad crossing.

In October 2011, BNSF entered into a funding agreement (C12037) with SANBAG, the City of Colton, and the Union Pacific Railroad (UPRR) related to several rail improvement projects in the City of Colton. Under this agreement, BNSF committed to paying 10% of total Project costs which includes costs for project management, design, Right-of-Way, and construction. Per the agreement, BNSF will contribute these funds towards the project upon completion of construction. BNSF's negotiated lump sum contribution for the project is $5,367,336.

The attached Construction and Maintenance Agreement is in draft form, with the final agreement being distributed at the Board of Directors Meeting.

Recommendation 3: The design for the Laurel Street Grade Separation Project has been completed with concurrence of the railroad design by BNSF and concurrence of the final design package by the City of Colton. A constructability review of the final design plans was completed in February 2013. At this time, staff is recommending the approval of the Plans, Specifications, and Estimates (PS&E) package. This approval is required prior to allocation of TCIF funding by the CTC.

Recommendation 4 and 5: Staff is requesting Board approval to allow the Director of Project Delivery to advertise Invitation for Bids (IFB) for C13121 to obtain construction bids for the project. Staff anticipates advertising this project in May.

Staff is also recommending that the Board allow staff to take the recommendation to award the construction contract to lowest responsive/responsible bidder directly to the SANBAG Board of Directors without prior approval of the Metro Valley Study Session. Staff is making this recommendation to ensure that construction can begin prior to the end of the 2013 calendar year as required by the TCIF program. An early construction award will allow some grading and utility relocations adjacent to the railroad facility to occur prior to the fourth-quarter calendar year restriction of work near any railroad, which begins in October.

Recommendation 6: The cost estimate the TCIF Baseline Agreement did not anticipate the goodwill payment to BNSF and had under-estimated the cost of the railroad work. The current estimate for the cost of the railroad work was provided by BNSF, with payment to BNSF for this work based on actuals. The project cost increase is $3,843,819 from the estimated total cost that was included in the TCIF Baseline Agreement approved by the Board in December 2012. SANBAG's share of the increase is $2,935,148 for a total contribution of $42,297,148. SANBAG's share of the cost increase will be covered with Measure I Major

Street bond funds. The project cost increase remains consistent with Funding Agreement C12053 between the City of Colton, UPRR, and BNSF. Recommend the approval of the additional funds.

Financial Impact: This item is consistent with the 2012/2013 Fiscal Year Budget. As described by Recommendation 6, a programming increase is required to fully fund the project. Funding sources are Trade Congestion Relief Program funds, Measure I Major Local Streets funds, and with City of Colton, BNSF, and UPRR funds.

Reviewed By: This item has not had prior Policy Committee or Technical Advisory Committee review.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13016 Amendment No. 0

By and Between

San Bernardino Transportation Commission and BNSF Railway Co. and City of Colton

Contract Description Construction and Maintenance Agmt. for Laurel Street Grade Separation

Board of Director's Meeting Date: 4/11/13 ***(Contract Summary Sheet 1 of 2; Payable Portion)***

Overview of BOD Action: Approve three-party Construction and Maintenance Agreement No. C13016 with the BNSF Railway Company and the City of Colton for the Laurel Street Grade Separation Project in the amount of $14,772,066 for railroad work, flagging, inspection, and right-of-way; and SANBAG will receive a contribution of $5,367,336 from BNSF Railway Company towards the overall project cost.

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

CONTRACT OVERVIEW					
Original Contract Amount	$	14,772,066	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	14,772,066	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	14,772,066

Contract Start Date	**Current Contract Expiration**	**Revised Contract Expiration Date**
April 11, 2013	December 30, 2016	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0884.

☐ A Budget Amendment is required.

How are we funding current FY? TCRP, UPRR, BNSF, and City of Colton

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

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

72.34% TCRP/MSI, 7.7% UPRR, 10% BNSF, and 9.96% City of Cotlon (payable); BNSF 100% (receivable)

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

PAUL MELOLOTON Project Manager (Print Name)		4/2/13 Date
Garry Cohoe Task Manager (Print Name)	Signature	4.2.13 Date
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13016 Amendment No. 0

By and Between

San Bernardino Transportation Commission and BNSF Railway Co. and City of Colton

Contract Description Construction and Maintenance Agmt. for Laurel Street Grade Separation

Board of Director's Meeting Date: 4/11/13 ***(Contract Summary Sheet 2 of 2; Receivable Portion)***

Overview of BOD Action: Approve three-party Construction and Maintenance Agreement No. C13016 with the BNSF Railway Company and the City of Colton for the Laurel Street Grade Separation Project in the amount of $14,772,066 for railroad work, flagging, inspection, and right-of-way; and SANBAG will receive a contribution of $5,367,336 from BNSF Railway Company towards the overall project cost.

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

CONTRACT OVERVIEW

Original Contract Amount	$	$5,367,336	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	$5,367,336	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	$5,367,336

Contract Start Date	**Current Contract Expiration**	**Revised Contract Expiration Date**
April 11, 2013	December 30, 2016	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0884.

☐ A Budget Amendment is required.

How are we funding current FY? TCRP, UPRR, BNSF, and City of Colton

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

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

72.34% TCRP/MSI, 7.7% UPRR, 10% BNSF, and 9.96% City of Colton (payable); BNSF 100% (receivable)

☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

PAUL MELOLOTON		4/2/13
Project Manager (Print Name)	Signature	Date
Garry Cohoe		4.2.13
Task Manager (Print Name)	Signature	Date
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

UNDERPASS AGREEMENT

BNSF File No. BF10002932
SANBAG Agreement No. C13016
Laurel Street Underpass
U.S. D.O.T. No.026449C
LS 7602
MP 2.1
San Bernardino Subdivision

This Agreement **("Agreement")** is executed to be effective as of _____ **("Effective Date")**, by and between BNSF Railway Company, a Delaware corporation **("BNSF"),** the City of Colton, a political subdivision of the State of California **("City"),** and the San Bernardino County Transportation Commission **("Commission").**

DRAFT

RECITALS:

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").

WHEREAS, residents adjacent and near the rail lines in the general vicinity of the Colton Crossing, specifically those adjacent to the BNSF rail line north of I-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 jurisdictional limits; and

WHEREAS, in relation to but separate from this Agreement and the Colton Crossing Project, UPRR, the Commission, BNSF, and the City agreed in a Funding Agreement ("Funding Agreement"), approved on or about October 5, 2011, to implement a series of projects necessary to address the noise and circulation issues described above; and

WHEREAS, one of the projects identified in the Funding Agreement is a grade separation at Laurel Street (erroneously referenced in the Funding Agreement as Laurel Avenue) and the BNSF rail line; and

WHEREAS, the grade separation at Laurel Street and the BNSF rail line would improve the existing Laurel Street at-grade crossing by constructing a new crossing at separated grades to be known as the Laurel Street Underpass and designated as the Laurel Street Underpass in Colton, CA. MP 2.1, San Bernardino Sub, LS 7602, D.O.T. No. 026449C; and

WHEREAS, the existing Laurel Street at-grade crossing shall be permanently closed, vacated and removed upon completion of construction and the placing in service of the Laurel Street Underpass; and

WHEREAS, the "Funding Agreement" has established the funding shares for the Laurel Street Grade Separation Project ("Project"); and

WHEREAS, City and Commission have entered into a separate Construction Cooperative Agreement, dated December 7, 2011, (Agreement No. C12037), under which, it has been agreed that Commission shall advertise, administer, and award the construction contract for the Project and the City shall accept and own all acquired right-of-way ("ROW") upon completion of Project construction.

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

AGREEMENT:

ARTICLE I - SCOPE OF WORK

1. The term **"Project"** as used herein includes any and all work related to the construction of the proposed Laurel Street Underpass (hereinafter referred to as the **"Structure"**), more particularly described on Exhibit A—"Map of Structure and Temporary Construction License Right-of-Way", attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation. Additionally, temporary controls during construction shall be in compliance with Section 8A-085, "Temporary Traffic Control Zones" of the Manual of Uniform Traffic Control Devices ("MUTCD"), U.S. Department of Transportation.

ARTICLE II - BNSF OBLIGATIONS

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

1. Upon Commission's payment to BNSF of an administrative fee in the sum of Two Thousand and No/100 dollars ($2,000.00), together with the sum of Four Hundred Eighty-Nine Thousand and Fifty-Seven Dollars ($489,057), BNSF shall grant to Commission, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon the portion of BNSF's right-of-way described further on Exhibit A, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

(a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way, provided such facilities do not materially interfere with Commission's construction of the Project;

(b) Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with Commission's construction of the Project;

(c) Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with Commission's construction of the Project; and

(d) Require Commission or its contractor to execute a Temporary Construction Crossing Agreement, for any temporary crossing requested to aid in the construction of this Project.

The term of the Temporary Construction License shall begin on the Notice to Commence Construction date as set forth hereinafter in Article III, Section 18 and ends on the earlier of (i) substantial completion of the Structure, or (ii) 24 months following the Notice to Commence Construction date. The Temporary Construction License and related rights given by BNSF to Commission 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 Commission for any other purpose. Commission acknowledges and agrees that Commission shall not have the right, under the Temporary Construction License, to use the Structure except for purposes consistent with this Agreement. In the event Commission is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF shall not be liable to Commission 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 Commission herein.

DRAFT

Upon Commission's payment to BNSF of the additional sum of Two Hundred Forty-Four Thousand and Five Hundred Twenty-Nine Dollars ($240,529) such payment to be made within thirty (30) days of the giving of the Notice to Proceed pursuant to Article III, Section 17 of this Agreement, and provided further that Commission is in compliance with the terms and conditions of this Agreement, BNSF shall grant to Commission, its successors and assigns, a permanent easement which shall thereafter be wholly transferred or assigned to City by Commission (hereinafter called the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Structure, substantially in the form of Exhibit B--"Easement Agreement", attached to this Agreement. If Commission fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

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

(a) Procurement of materials, equipment and supplies necessary for the Railroad Work;

(b) Preliminary engineering, design and contract preparation;

(c) Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C—"Flagging Services and Construction Contractor Requirements", attached hereto and incorporated herein;

(d) Furnishing engineering and inspection as required in connection with the construction of the Structure;

(e) Providing a contract project coordinator, at Commission's expense, to serve as a project manager for the Structure;

(f) Providing a structural coordinator and project inspector/coordinator, at Commission's expense, to monitor any construction activities;

(g) Construction and Removal of the three (3) Shoo-fly tracks;

DRAFT

(h) Signal work, including relocation and installation of a temporary wayside signal bridge;

(i) Providing survey control for all track work;

(j) Providing review, at Commission's expense, of plans and specifications for any falsework, shoring, and demolition that may be subsequently submitted to BNSF by Commission or its contractor for approval;

(k) Temporary shortening of the B-yard Lead track, GM Auto Lead track, and Main Track #4 through the installation and removal of crossover tracks including the line over and lining back of the existing storage tracks;

(l) Replacement of the temporarily shortened B-yard Lead track, GM Auto Lead track, and Main Track #4 back to the original alignment; and

(m) Removal of the existing Laurel Street at-grade crossing, including removal of the automatic warning devices, and obliteration of the crossing between the rails and two feet outside thereof.

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

4. Commission agrees to reimburse BNSF's costs for work of an emergency nature caused by Commission or Commission's contractor in connection with the Project which BNSF deems is 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 Commission and Commission agrees to fully reimburse BNSF for all such emergency work.

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

6. During the construction of the Project, BNSF shall send Commission progressive invoices detailing the costs of the Railroad Work performed by BNSF under this Agreement. Commission shall reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF shall send Commission a detailed invoice of final costs, segregated as to labor

and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, Commission shall pay the final invoice within ninety (90) days of the date of the final invoice. BNSF may assess a finance charge of 0.033% per day (7% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges may be assessed on delinquent sums and other charges as of the end of the month and may be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges, if any, shall be noted on invoices sent to Commission under this section. **For purposes of computing the time limits prescribed by Section 911.2 of the California Government Code for the presentment of a claim against the Commission for failure to reimburse BNSF for the costs of the Railroad Work performed by it pursuant to this Agreement, the cause of action shall be deemed to have accrued one hundred and eighty (180) days after the date of the final invoice.**

ARTICLE III - CITY and COMMISSION OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, City and Commission agree as follows:

1. Commission shall furnish to BNSF plans and specifications for the Project. Four sets of said plans (reduced size 11" x 17"), together with two copies of calculations, and two copies of specifications in **English Units**, shall be submitted to BNSF for approval prior to commencement of any construction. BNSF shall give Commission final written approval of the plans and specifications substantially in the form of Exhibit E—"Plans and Specifications Approval Letter", attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications shall become part of this Agreement and are hereby incorporated herein. Approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction, except that such approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF and that such plans and specification are deemed sufficient for BNSF's intended use of the Structure. Such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.

2. City and Commission shall make any required governmental applications and obtain all required government permits and approvals for the construction of the Project.

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

4. City and Commission shall acquire all rights-of-way necessary for the construction of the Project.

5. Commission shall make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (http://www.bnsf.com/communities/faqs/pdf/utility.pdf), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

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

(a) Design and Construction of the Structure;

(b) Removal of any BNSF maintenance buildings if any, foundations and concrete aprons;

(c) All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;

(d) Placement of twelve (12) inches of sub ballast and the initial eight (8) inches of crushed rock ballast on all track roadbeds for the shoo-flies and for the permanent replacement of the main tracks and storage tracks;

(e) Placement of a waterproof membrane on the deck of the Structure, and after the placement of such waterproofing membrane, placement of a layer of crushed rock ballast, not to exceed six (6) inches in thickness, on the deck of the Structure;

(f) Provide suitable drainage, both temporary and permanent;

(g) Installation of a gate in the fence along the geographical eastern boundary of BNSF's right of way in order to provide BNSF with permanent access for maintenance purposes;

(h) Temporary Installation of K-Rail (Jersey) barriers and chain link fencing along Laurel Street, N 8th Street, N 7th Street, and both sides of the tracks and the traveled roadways;

(i) Temporary Installation of a chain link fence barrier separating construction of the Structure from the shoo-fly tracks;

DRAFT

(j) Performance of necessary engineering, grading and staking for the Structure;

(k) Providing of pedestrian and trespasser control during construction;

(l) Design and construction of a permanent roadway across the Structure along the Track #4 to be used for BNSF maintenance access;

(m) Installation and maintenance of an 8-ft. high fence and/or concrete combination (throw fence) on the outside barrier of the Structure; and

(n) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

7. Commission shall apply and maintain said D.O.T. Crossing number 026449C, and the Public Utility Commission Crossing number 002B-2.10 in a conspicuous location on the Structure.

8. Commission's Work shall be performed by Commission's contractor in a manner that shall not endanger or interfere with the safe and timely operations of BNSF and its facilities.

9. For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of Commission, Commission shall require the subcontractors to comply with the provisions of Exhibit C and execute the agreement attached hereto as Exhibit C-1 "Contractor Letter Agreement". Prior to performing any future maintenance with its own personnel, Commission shall (i) comply with all of BNSF's applicable safety rules and regulations, (ii) require any Commission employee performing maintenance to complete the safety training program at the BNSF's Internet Website, "www.contractororientation.com"; (iii) notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; (iv) procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.

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

11. Commission or its contractor(s) shall submit one reduced size 11" x 17" paper copy, including calculations, expressed in **English Units** of the plans and specifications for proposed shoring, falsework, or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Director Structural Engineering. Commission or its contractor(s) shall submit a PDF copy of the plans and specifications for the proposed

shoring, falsework, or cribbing to both BNSF's Manager Public Projects and BNSF's Director Structural Engineering. The PDF copy with a file size of two (2) megabytes or less should be sent via an email attachment. Should the PDF copy of the plans and specifications exceed two (2) megabytes, a CD (Compact Disk) of the plans and specifications should be sent via overnight mail service to both BNSF offices for approval. The email and mailing addresses are included in Article IV, Section 29. The shoring, falsework or cribbing used by Commission's contractor shall comply with the BNSF Bridge Requirements set forth on Exhibit F, attached to this Agreement and incorporated herein, and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies.

Falsework shall be designed according to the State of California, Department of Transportation FALSEWORK MANUAL available at this Web Site:
http://www.dot.ca.gov/hq/esc/construction/manuals/OSCCompleteManuals/FalseworkManual.pdf

12. Commission shall include the following provisions in any contract with its contractor(s) performing work on said Project:

(a) Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor shall be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor shall also mark all Lines 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 in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

(b) The contractor shall be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The contractor shall cooperate fully with any telecommunications company(ies) in performing such rearrangements.

(c) Failure to mark or identify these Lines shall be sufficient cause for BNSF to stop construction at no cost to Commission or BNSF until these items are completed.

(d) In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of contractor, its

subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

13. Commission shall require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefore (i) the provisions set forth in Article III; (ii) the provisions set forth in Article IV, and (iii) the provisions set forth in Exhibit C and Exhibit C-l.

14. Except as otherwise provided below in this Section 14, all construction work performed by Commission for the Project shall be pursuant to a contract or contracts to be let by Commission, and all such contracts shall include the following:

(a) All work performed under such contract or contracts within the limits of BNSF's right-of-way shall be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;

(b) Changes or modifications during construction that affect safety or BNSF operations shall be subject to BNSF's approval;

(c) No work shall be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance;

(d) If it is in Commission's best interest, Commission may direct that the construction of the Project be done by day labor under the direction and control of Commission, or if at any time, in the opinion of Commission, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, Commission may terminate its contract with the contractor and take control over the work and proceed to complete the

same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, Commission will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.

(e) To facilitate scheduling for the Project, Commission shall have its contractor give BNSF's representative, 909-386-4079 a week's advance notice of the proposed times and dates for work windows. BNSF and Commission's contractor shall establish mutually agreeable work windows for the Project. Commission shall inform its contractor that any request for work windows with less than eight (8) weeks advance notice will have a reduced probability of approval. BNSF has the right at any time to revise or change the work windows due to train operations or service obligations. BNSF shall not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

(f) The plans and specifications for the Project shall be in compliance with the Bridge Requirements set forth on Exhibit F.

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

16.

(a) **TO THE FULLEST EXTENT PERMITTED BY LAW, COMMISSION HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS (INCLUDING, WITHOUT LIMITATION, WRONGFUL DEATH AND DAMAGE TO PROPERTY OR PERSONS) AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED (IN WHOLE OR IN PART) TO: (I) THE USE,**

OCCUPANCY OR PRESENCE OF COMMISSION, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE; (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY COMMISSION, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT; (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF COMMISSION, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) COMMISSION'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO COMMISSION PURSUANT TO ARTICLE II OF THIS AGREEMENT; (V) ANY RIGHTS OR INTERESTS GRANTED TO COMMISSION PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT; (VI) COMMISSION'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY; OR (VII) AN ACT OR OMISSION OF COMMISSION OR ITS OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY COMMISSION, OR ANYONE COMMISSION CONTROLS OR EXERCISES CONTROL OVER. THE LIABILITY ASSUMED BY COMMISSION SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OR MISCONDUCT OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, CITY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS (INCLUDING, WITHOUT LIMITATION, WRONGFUL DEATH AND DAMAGE TO PROPERTY OR PERSONS) AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED (IN WHOLE OR IN PART) TO: (I) THE USE, OCCUPANCY OR PRESENCE OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE; (II) THE PERFORMANCE, OR FAILURE

TO PERFORM BY CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT; (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE; (IV) CITY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY CITY; OR (V) AN ACT OR OMISSION OF CITY OR ITS OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CITY, OR ANYONE CITY CONTROLS OR EXERCISES CONTROL OVER. THE LIABILITY ASSUMED BY CITY HEREIN IN THIS SECTION SHALL NOT BE LIMITED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OR MISCONDUCT OF BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

17. Commission shall give BNSF's Manager of Public Projects written notice to proceed (**"Notice to Proceed"**) with the Railroad Work after receipt of necessary funds for the Project. BNSF shall not begin the Railroad Work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from Commission. The Notice to Proceed shall reference BNSF's Agreement No. BF10002932.

18. Commission shall give BNSF's Manager of Public Projects written notice to commence construction ("Notice to Commence Construction") when the Commission's Contractor has satisfied the requirements set forth in Article III, Section 12 (c) and before he enters onto BNSF's property to begin construction. The Notice to Commence Construction shall reference BNSF's Agreement No. BF10002932.

19. City and Commission shall perform all necessary work to obtain the permanent closure and vacation of Laurel Street across BNSF's right-of-way and shall barricade the road approaches prior to completion of the Project. BNSF shall cooperate with Commission to achieve the closure and vacation of Laurel Street and shall remove the crossing surface within its right-of-way.

20. Any and all rights-of-way obtained by Commission for the Project shall be transferred to City, without cost to City, immediately upon Project completion. City, Commission, and BNSF agree that upon completion of the Project, City shall own and maintain, at its sole cost and expense, the Structure, the highway approaches, and

appurtenances thereto, lighting, drainage, any access roadways, andBNSF gates installed pursuant to this Agreement.

21. Within thirty (30) days of the Notice to Proceed, SANBAG shall pay to BNSF directly a one-time, lump sum, payment of Three-Million Dollars ($3,000,000) as mitigation for the loss of use during construction of approximately 2,200 feet of storage track resulting from the temporary shortening of the B-yard Lead track, and GM Auto Lead track though Laurel Street, as well as for mitigation for the short train block between BNSF control points at Rana and San Bernardino.

ARTICLE IV - JOINT OBLIGATIONS

IN CONSIDERATION of the promises contained herein, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement shall be performed in a good and workmanlike manner and each portion shall be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF shall be subject to BNSF's written approval from Greg Rousseau, 909-386-4079, prior to the commencement of any such changes or modifications.

2. The work hereunder shall be done in accordance with the Bridge Requirements set forth on Exhibit F and the detailed plans and specifications approved by BNSF.

3. Commission shall require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. At BNSF's sole discretion, any work that would affect train operations may be scheduled at night. The parties hereto mutually agree that BNSF's failure to complete the Railroad Work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies shall not constitute a breach of this Agreement by BNSF and shall not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the Railroad Work in the event of an emergency to provide for the immediate restoration of railroad operations of either BNSF or its related railroads, or to protect persons or property on or near any BNSF owned property. BNSF shall not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation shall not constitute a breach of this Agreement by BNSF.

4. BNSF shall have the right to request any Commission employee or City employee who enters BNSF's property, and because of their incompetence, neglect of duty, unsafe conduct or misconduct they adversely affect BNSF's operations or

facilities, be removed from BNSF's property. In the event Commission or City elects not to honor such request, BNSF may stop work within its property until the matter has been fully resolved to BNSF's satisfaction. The party whose employee has been asked to leave the BNSF's property will indemnify BNSF and the other parties against any claims arising from such removal.

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

Mr. Garry Cohoe
Director of Project Delivery
San Bernardino Associated Governments
1170 W. 3rd Street, Floor 2
San Bernardino, CA 92410
Phone number: (909) 884-8276
Fax number: (909) 388-2002
Email: gcohoe@sanbag.ca.gov

6. Commission shall supervise and inspect the operations of all Commission contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Commission's personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project shall not proceed until Commission corrects the situation to BNSF's reasonable satisfaction. If BNSF believes that the situation is not being corrected in an expeditious manner, BNSF shall immediately notify Garry Cohoe at San Bernardino Associated Governments for appropriate corrective action.

7. Commission's or City's employees, agents, contractors, representatives and invitees shall wear Personal Protective Equipment ("**PPE**") when on BNSF's property during construction of the Project or performing subsequent maintenance after completion of construction. The PPE shall meet applicable OSHA and ANSI specifications. Current BNSF PPE requirements are listed on the web site, www.contractororientation.com. A partial list of BNSF's PPE requirements include; a) safety glasses: permanently affixed side shields; no yellow lenses, b) hard hats with high visibility orange cover, c) safety shoes: hardened toe, above-the-ankle lace-up with a defined heel and d), high visibility retro-reflective orange vests are required as specified by BNSF's representative in charge of the Project. PPE requirements as defined on the web site, will be amended from time to time, and shall take precedence over the Partial list of requirements outlined in this Section 7 of Article IV. Hearing protection, fall protection and respirators will be worn as required by State and Federal regulations.

8. In asmuch as a portion of the Project's funding is contemplated to come from State and/or Local funds, BNSF will contribute a one-time lump sum of five million six-hundred seventy-three thousand, three-hundred sixty-two and No/100 Dollars ($5,367,336), hereinafter referred to as "**BNSF's Share**", which is ten (10%) percent of the total costs for the Project. BNSF's Share shall be based on the total costs for all project management, environmental, design, right-of-way, permitting, mitigation required in relation to permitting and environmental, installation, construction management, and construction costs pursuant Section 6 of the Funding Agreement.

The estimated cost of the Project is fifty-three million, six-hundred and seventy-three thousand, three-hundred sixty-two dollars ($53,673,362), more particularly described (together with BNSF's Share) on Exhibit G – "Laurel Street Grade Separation Project Estimated Total Project Cost" attached hereto and incorporated herein.

Notwithstanding the foregoing, if Federal funds are used to finance the Project, BNSFs Share shall be recalculated for five (5%) percent of the total costs for the Project.

9. BNSF shall make payment in full of BNSF's Share to Commission upon receipt of a detailed invoice of the Project's actual final costs, together with written advice of the project's date of completion as provided for hereinabove in Article III, Section 15.

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

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

DRAFT

12. All expenses detailed in statements sent to Commission pursuant to Article II, Section 6 herein shall comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

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

14. The parties mutually agree that neither construction activities for the Project, nor future maintenance of the Structure once completed, that would interfere with BNSF's rail operations shall be permitted during the fourth quarter of each calendar. Emergency maintenance work shall be permitted only upon prior notification to BNSF's Network Operations Center (telephone number 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

15. Subject to the restrictions imposed by Article IV, Section 14 above, the construction of the Project shall not commence until Commission gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice shall reference BNSF's Agreement No. BF10002932 and shall state the time that construction activities will begin.

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

(a) Notwithstanding anything to the contrary contained in this Agreement, BNSF shall, at its sole cost and expense, accept, own, and maintain its track roadbed, track, railroad drainage, and all other railroad facilities installed on the Structure pursuant to the Project (including the Railroad Work);

(b) Notwithstanding anything to the contrary contained in this Agreement, City shall own and maintain, at its sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways, and BNSF access gates installed pursuant to this Agreement. BNSF may, at its option, perform maintenance or repairs on the Structure in order to avoid conflicts with train operations. BNSF shall

notify City prior to performing any such maintenance or repairs on the Structure. In the event such maintenance involves emergency BNSF shall notify City at its earliest opportunity. City shall fully reimburse BNSF for the costs of maintenance or repairs performed by BNSF pursuant to this subsection (b).

(c) City shall perform the necessary work to obtain the permanent closure of the Laurel Street at-grade crossing;

(d) City shall, at City's sole cost and expense, keep the Structure painted and free from graffiti;

(e) City shall apply and maintain vertical clearance signs which consistently and accurately describe the minimum actual vertical clearance from the bottom of the Structure to the top of any pavement;

(f) Commission shall reimburse BNSF for the cost of track surfacing due to settlement caused by the construction of the Structure for a period not to exceed two (2) years from the date of final inspection pursuant to Article III, Section 15;

(g) City shall provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto;

(h) It is expressly understood by City and BNSF that any right to install utilities on or in the Structure shall be governed by a separate permit or license agreement between the parties hereto;

(i) City shall keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals to the extent practicable; and

(j) If City (including its contractors and agents) or BNSF, on behalf of City, performs after Project completion, any (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then City or its contractors and/or agents shall procure and maintain the following insurance coverage, which may be changed from time to time:

Railroad Protective Liability insurance naming only BNSF as the Insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in

DRAFT

the aggregate. The policy shall be issued on a standard ISO form CG 00 35 12 04 and include the following:

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

As used in this subsection (i), "***BNSF***" means "Burlington Northern Santa Fe, LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each. In lieu of providing a Railroad Protective Liability Policy, City may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy if available to City or its contractors. The limits of coverage are the same as above.

17. City hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from City property to BNSF tracks for maintenance purposes only.

18. Within 90 days of the conclusion of the Project and final acceptance by BNSF, Commission must provide to BNSF and to City a complete electronic set of the bridge plans with the railroad clearances (prepared in **English Units**). BNSF will also accept a marked up paper copy of the bridge plans labeled **"As Built"**. The marked up copy of those plans will reflect any and all deviations from the original plans that occurred during construction. The electronic set of bridge plans will be submitted in Micro Station *.dgn electronic format (preferred) or AutoCAD *.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. The As Built plans shall show actual measured "as constructed" clearances as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities. The As Built plans must comply with the Bridge Requirements set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The As Built plans must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown. It is understood that BNSF prefers to receive the As Built plans in an electronic format.

19. Subject to the restrictions imposed by Article IV, Section 14 above and in accordance with the requirements of Article III, Section 9 above, City shall notify and

obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **INSPECTION OR MAINTENANCE** purposes, and the BNSF Manager of Public Projects shall determine if flagging is required. If the construction work hereunder is contracted, City shall require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. City shall be responsible for its contractor(s) compliance with such obligations.

20. BNSF may, at its expense, make future changes or additions to the railroad components of the Structure in BNSF right-of-way if necessary or desirable, in BNSF's sole discretion, including, without limitation the following: (i) the right to raise or lower the grade or change the alignment of its tracks, (ii) the right to lay additional track or tracks, or (iii) the right to build other facilities in connection with the operation of its railroad. Such changes or additions must not change or alter the highway components of the Structure. If it becomes necessary or desirable in the future to change, alter, widen or reconstruct the highway components of the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by any such changes to the Structure, will be negotiated by the parties and subject to a future amendment or agreement (subject to the written approval of the authorized representatives of both parties).

21. City may, at City's sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction shall receive BNSF's prior written approval as evidenced by either a supplement to this Agreement, or execution of a new agreement that provides for the termination of this Agreement. Furthermore, any alteration or reconstruction of the highway components of the Structure shall be covered by an Order of the California Public Utilities Commission.

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

23. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, no party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other parties, except that this Agreement shall operate as consent for Commission to transfer any right, title, or interest in the Structure or the Easement to the City without any additional consent or approval of BNSF.

DRAFT

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

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

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

27. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF, City, and Commission.

28. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

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

BNSF:

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

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

City:

Mr. Amer Jakher, P.E.
Public Works Director
City of Colton
160 S. 10th Street
Colton, CA 92324

SANBAG:

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

DRAFT

IN WITNESS WHEREOF, this Agreement is executed by the San Bernardino County Transportation Commission, 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 written above.

BNSF RAILWAY COMPANY
A Delaware corporation

Sanford C. Sexhus
Vice President of Engineering

CITY OF COLTON
A public body

Sarah S. Zamora
Mayor

Approved as to Legal Form

Marco Martinez
City Attorney

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION,
A public body

Janice Rutherford
President, Board of Directors

Approved as to Legal Form

Eileen Monaghan Teichert
General Counsel

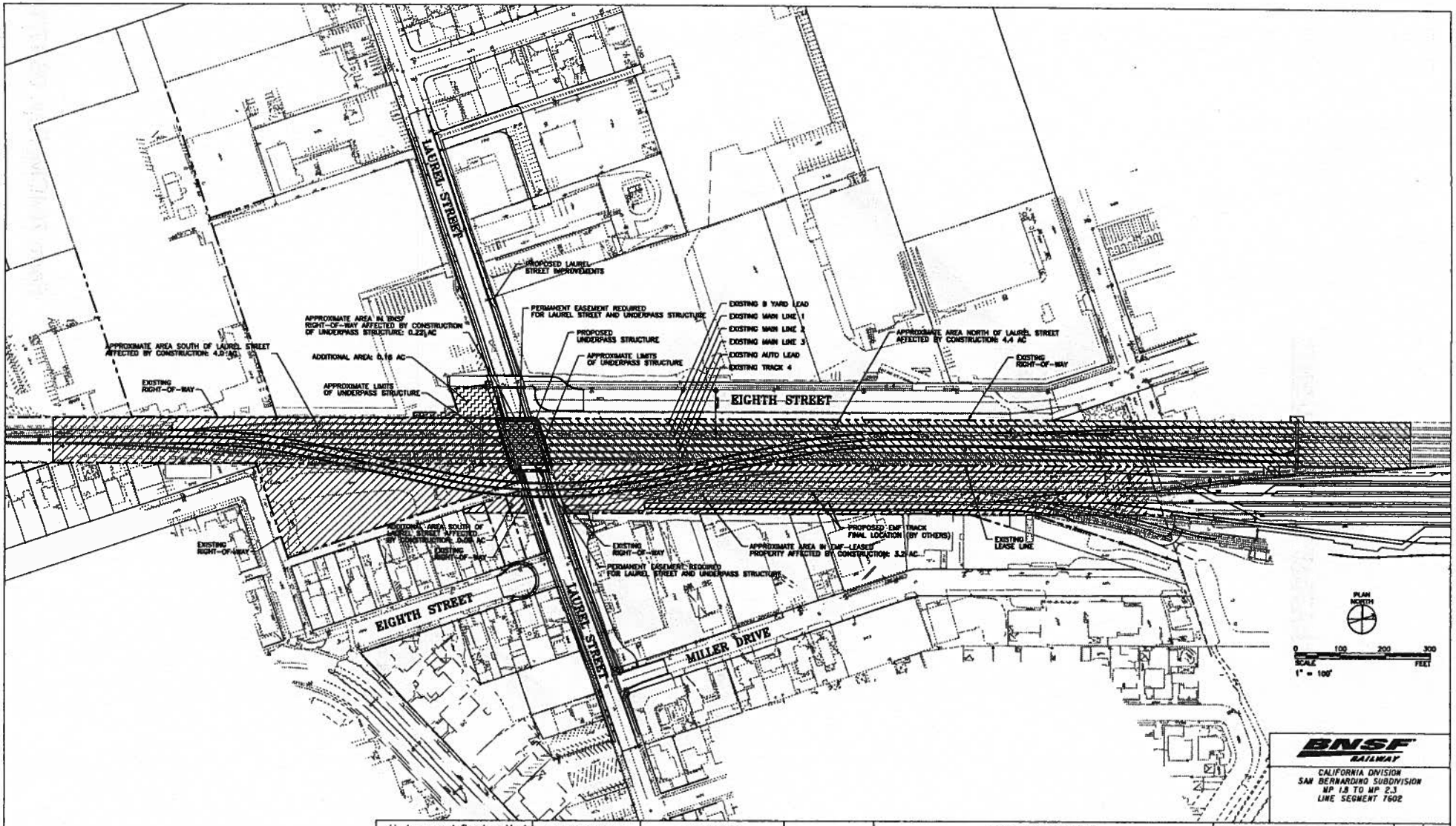
Concurrence

Jeffery Hill
Contract Administrator

DRAFT

Exhibit A

"Map of Structure and Temporary Construction License Right-of-Way"



BNSF RAILWAY

CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP 1.8 TO MP 2.3
LINE SEGMENT 7602

Underground Service Alert
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK

SANBAG
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

CITY OF COLTON
PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT

PREPARED BY: Transystems
8 MITTEN CENTRE DRIVE, SUITE 250 SANTA ANA, CA 92707

CITY ENGINEER
NAME: AMER JAKHER
R.C.E. 50932 EXPIRES 9-30-11
APPROVED: _____ DATE: _____

PRINCIPLE ENGINEER R.C.E No. 60110 DATE
PLAN NO. 1

REVISIONS | DATE | APPR.

LAUREL STREET GRADE SEPARATION PROJECT
SHOOFLY TRACKS AND UNDERPASS RIGHT-OF-WAY AREA REQUIREMENTS

ADDRESS: COLTON, CA 92324

DRWN: SDS
APPR'D: BRECHER
DATE: 12/7/2010
SHEET 1 OF 1

400

Exhibit B

"EASEMENT AGREEMENT"

DRAFT

EASEMENT AGREEMENT
FOR THE SAN BERNARDINO ASSOCIATION OF GOVERNMENTS
(C&M Agreement)

THIS EASEMENT AGREEMENT FOR THE SAN BERNARDINO ASSOCIATION OF GOVERNMENTS ("**Easement Agreement**") is made and entered into as of the _____ day of _____ 2013 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and the **SAN BERNARDINO ASSOCIATION OF GOVERNMENTS**, a municipal corporation ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Colton, County of San Bernardino, State of California, at Mile Post 2.1, Laurel Street Grade Project, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

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

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

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

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

Section 1 Granting of Easement.

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

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

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

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

(b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

DRAFT

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

Section 2 **Term of Easement**. The term of this Easement, unless sooner terminated under provisions of this Easement Agreement, shall expire on the date that is twenty-four (24) after the Effective Date.

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

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

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

work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

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

Section 7 **Environmental.**

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

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

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

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

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

DRAFT

Section 8 Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

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

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

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

Section 9 Surrender of Premises.

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

(a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;

(b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;

(c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and

(d) leave the Premises in the condition which existed as of the Effective Date.

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

DRAFT

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

Section 11 **Intentionally Left Blank.**

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

Section 13 **Intentionally Left Blank.**

Section 14 **Miscellaneous**.

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

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

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

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

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

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

ADMINISTRATIVE FEE

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

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

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

SAN BERNARDINO ASSOCIATION OF GOVERNMENTS,
a municipal corporation

By: _____
Name: _____
Title: _____

DRAFT

EXHIBIT "A"

Premises

DRAFT

Attachment "A" to Easement Agreement

Legal Description and Map of Easement Premises

DRAFT

EXHIBIT 'A'
Legal Description

That portion of Lot 8, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, together with Citrus Street, 66 feet wide, adjoining said Lot 8 on the south, as vacated by the City of Colton Ordinance No. 474, described as follows:

COMMENCING at the intersection of the southerly line of said Citrus Street with a line parallel with and lying distant 449.98 feet from the centerline of the 100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County, also known as the centerline of the railway company eastward main track;

Thence along said parallel line North 18°21'19" East 329.93 feet to the southwesterly line of Parcel 1 of the easement to San Bernardino County Flood Control District recorded November 13, 1948 in Book 2320, Page 238, Official Records of said County, being also the **TRUE POINT OF BEGINNING;**

Thence along said southwesterly line North 32°15'51" West 0.39 feet;

Thence leaving said southwesterly line, South 67°21'22" West 77.35 feet;

Thence South 41°25'59" West 257.68 feet;

Thence South 00°35'13" East 57.01 feet;

Thence South 18°10'04" West 36.40 feet to the southerly line of said Citrus Street;

Thence along said southerly line, South 89°35'00" West 8.30 feet;

Thence North 00°35'13" West 99.15 feet;

Thence North 41°25'59" East 269.96 feet;

Thence North 67°21'22" East 99.73 feet to said parallel line;

Thence along said parallel line, South 18°21'19" West 27.01 feet to the **TRUE POINT OF BEGINNING.**

The above described parcel contains 8,756 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

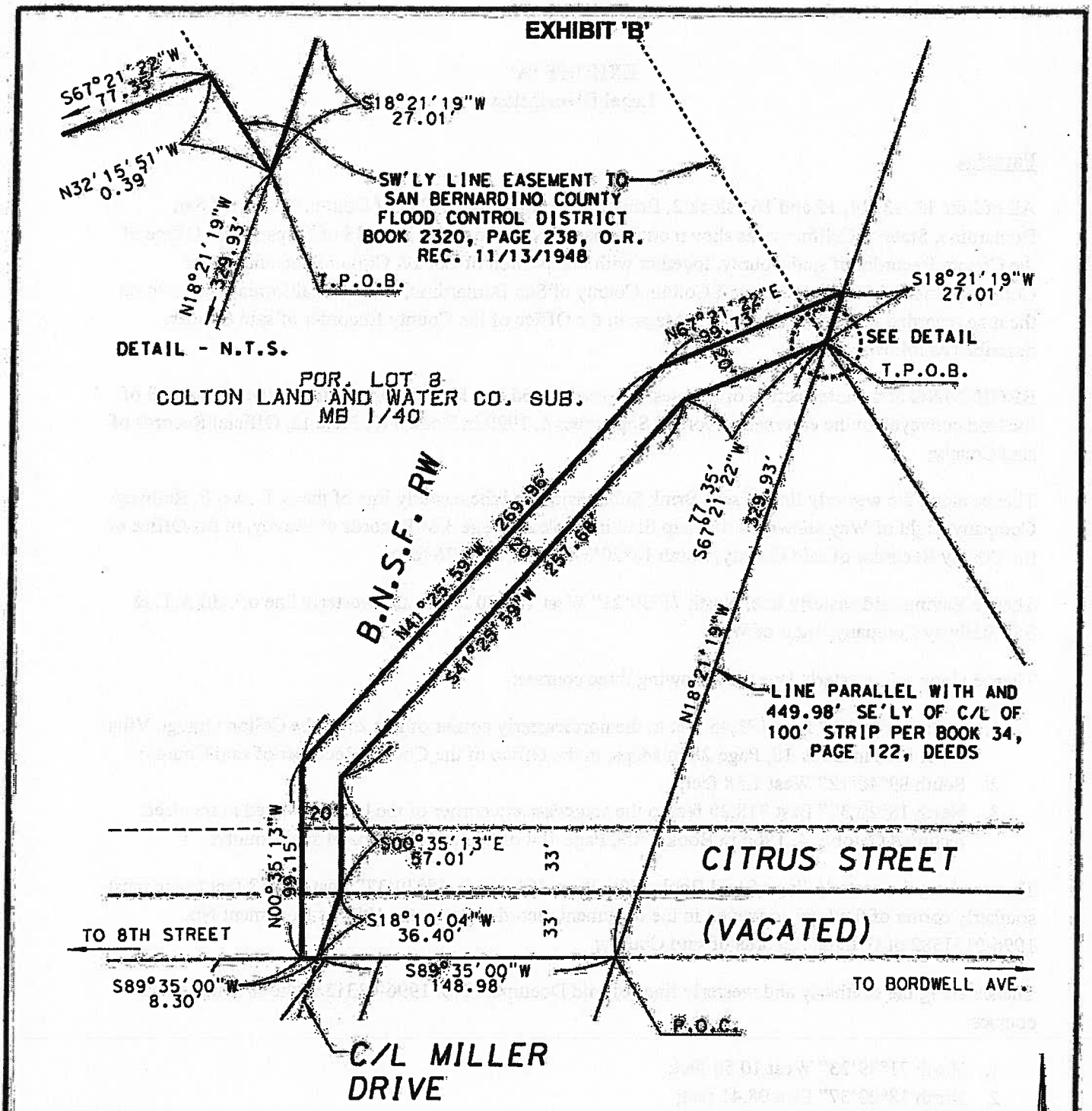
As shown on Exhibit 'B', attached hereto and made a part hereof.

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

5/29/2012

John Martin Smith, P.L.S. 8070 Date

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0160-161-04 TCE.docx



LEGEND

PROPERTY LINES

EASEMENT AREA

P.O.C. POINT OF COMMENCEMENT
T.B.O.B. TRUE POINT OF BEGINNING
AREA 8,756±SQUARE FEET

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: MXSM
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: RMVE
JOB NO.: TRAN0000-0004			DATE: 05/24/2012
SHEET: 1 / TOTAL: 1	APN: 0160-161-04		SCALE: NTS

EXHIBIT 'A'
Legal Description

Parcel A

All of Lots 12, 13, 14, 15 and 16, Block 2, Brink Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 14, Page 38 of Maps, in the Office of the County Recorder of said County, together with that portion of Lot 17, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the intersection of the westerly line of said Lot 12 with the southerly line of Parcel 3 of the land conveyed in the easement recorded September 6, 1929 in Book 540, Page 12, Official Records of said County;

Thence along the westerly line of said Brink Subdivision and the easterly line of the A.T. & S.F. Railway Company Right of Way shown on the map filed in Book 25, Page 3 of Records of Survey, in the Office of the County Recorder of said County, South 18°20'37" West 1009.76 feet;

Thence leaving said easterly line, North 71°39'21" West 100.00 feet to the westerly line of said A.T. & S.F. Railway Company Right of Way;

Thence along said westerly line the following three courses:

1. North 18°20'37" East 173.45 feet to the northeasterly corner of Lot 25 of the Colton Orange Villa Tract filed in Book 18, Page 28 of Maps, in the Office of the County Recorder of said County;
2. South 89°40'12" West 1.58 feet;
3. North 18°20'37" East 318.20 feet to the southeasterly corner of the land conveyed in the deed recorded October 4, 1966 in Book 6706, Page 464 of Official Records of said County;

Thence along the easterly line of said Book 6706, Page 464, North 18°20'37" East 300.82 feet to the most southerly corner of the land conveyed in the document recorded April 16, 1996 as Document No. 1996-0131382 of Official Records of said County;

Thence along the southerly and westerly lines of said Document No. 1996-0131382 the following four courses:

1. North 71°39'23" West 10.50 feet;
2. North 18°20'37" East 98.41 feet;
3. South 89°40'26" West 53.30 feet;
4. North 11°15'09" East 78.96 feet to the southerly line said Parcel 3;

Thence along said southerly line, North 89°42'12" East 181.78 feet to the **POINT OF BEGINNING.**

EXCEPTING THEREFROM that portion of said Lot 12 lying within Parcel 3 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County.

ALSO EXCEPTING THEREFROM that portion described as follows:

BEGINNING at the intersection of the westerly line of said Document No. 1996-0131382 with the southerly line of Laurel Street, 80 feet wide, said southerly line being the southerly line of Parcel 3 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County;

Thence along said westerly line, South 11°15'09" West 58.43 feet;

Thence leaving said westerly line, North 18°21'19" East 60.42 feet to said southerly line;

Thence along said southerly line, South 89°42'12" West 7.63 feet to the **POINT OF BEGINNING.**

Parcel B

Those portions of Lots 9, 10 and 11, Block 2, Brink Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 14, Page 38 of Maps, in the Office of the County Recorder of said County, bounded on the east by the westerly line of the land conveyed to Woodrow Miller by deed recorded January 17, 1958 in Book 4416, Page 332 of Official Records of said County, bounded on the north by the southerly of the southerly line of Parcel 2 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County, bounded on the west by the easterly line of the 20-foot wide alley as shown on said Brink Subdivision running through said Block 2 and bounded on the south by the southerly line of said Lot 9.

The above described parcels contain 181,164 square feet (4.159 acres), more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

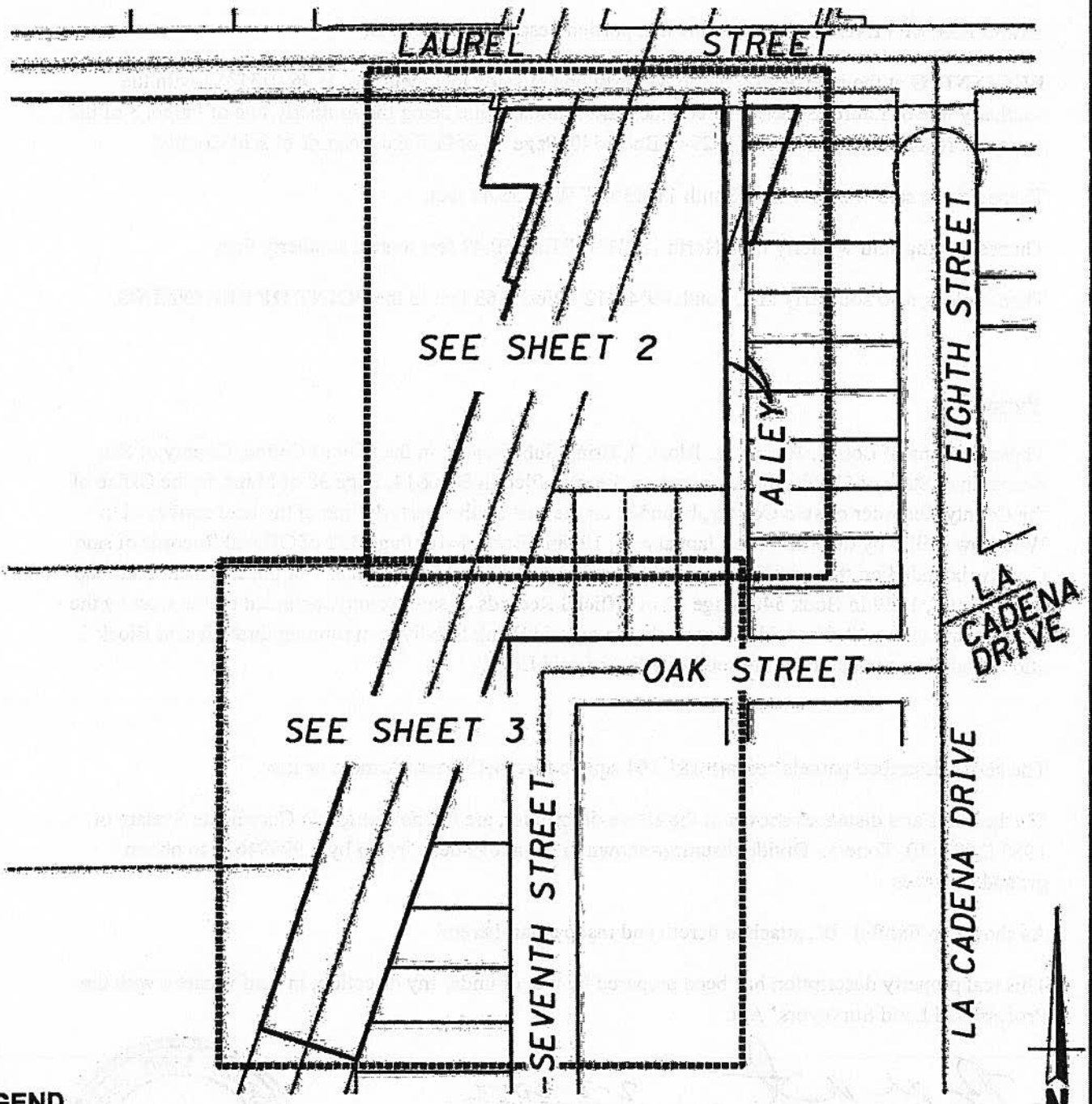
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

2-2-2012

Ryan M. Versteeg, P.L.S. 7809 Date

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0161-061-38 TCE.docx

EXHIBIT 'B'



LEGEND

PROPERTY LINES

EASEMENT AREA

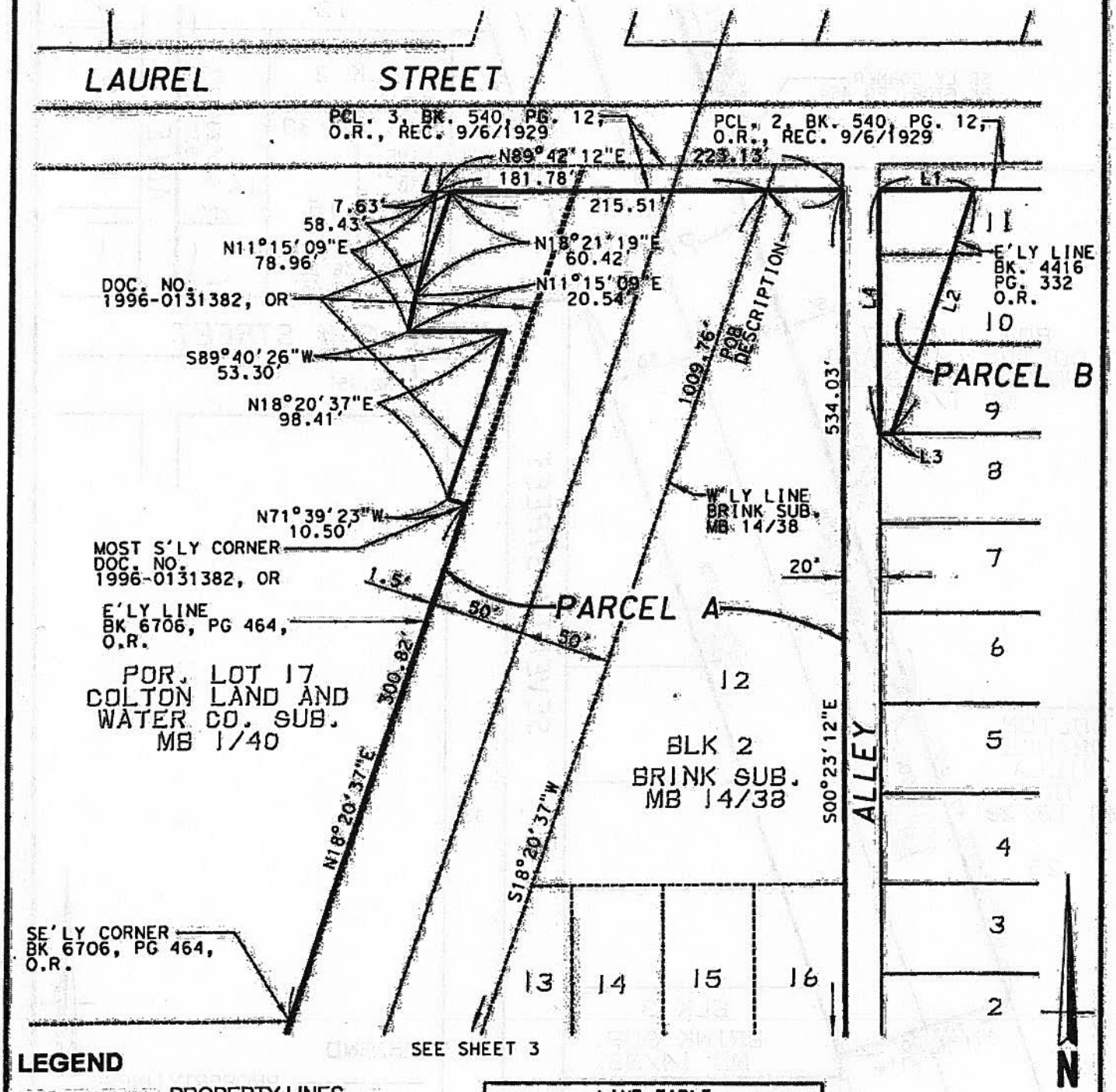
POB — POINT OF BEGINNING

AREA — 181,168± SQUARE FEET

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: RMVE
JOB NO.: TRAN0000-0004			DATE: 01/03/12
SHEET: 1 / TOTAL: 3	APN: 0161-061-37 & 38, 0161-081-01 & 12		SCALE: 1"=150'

EXHIBIT 'B'



LEGEND

PROPERTY LINES

EASEMENT AREA

POB — POINT OF BEGINNING

AREA — 181,164± SQUARE FEET

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°42'12"E	52.54'
L2	S18°20'37"W	142.95'
L3	S89°40'37"W	6.63'
L4	N00°23'12"W	135.45'

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'

JOB NO.: TRAN0000-0004

SHEET: 2 TOTAL: 3

COUNTY: SAN BERNARDINO CITY: COLTON

TEMPORARY CONSTRUCTION EASEMENT

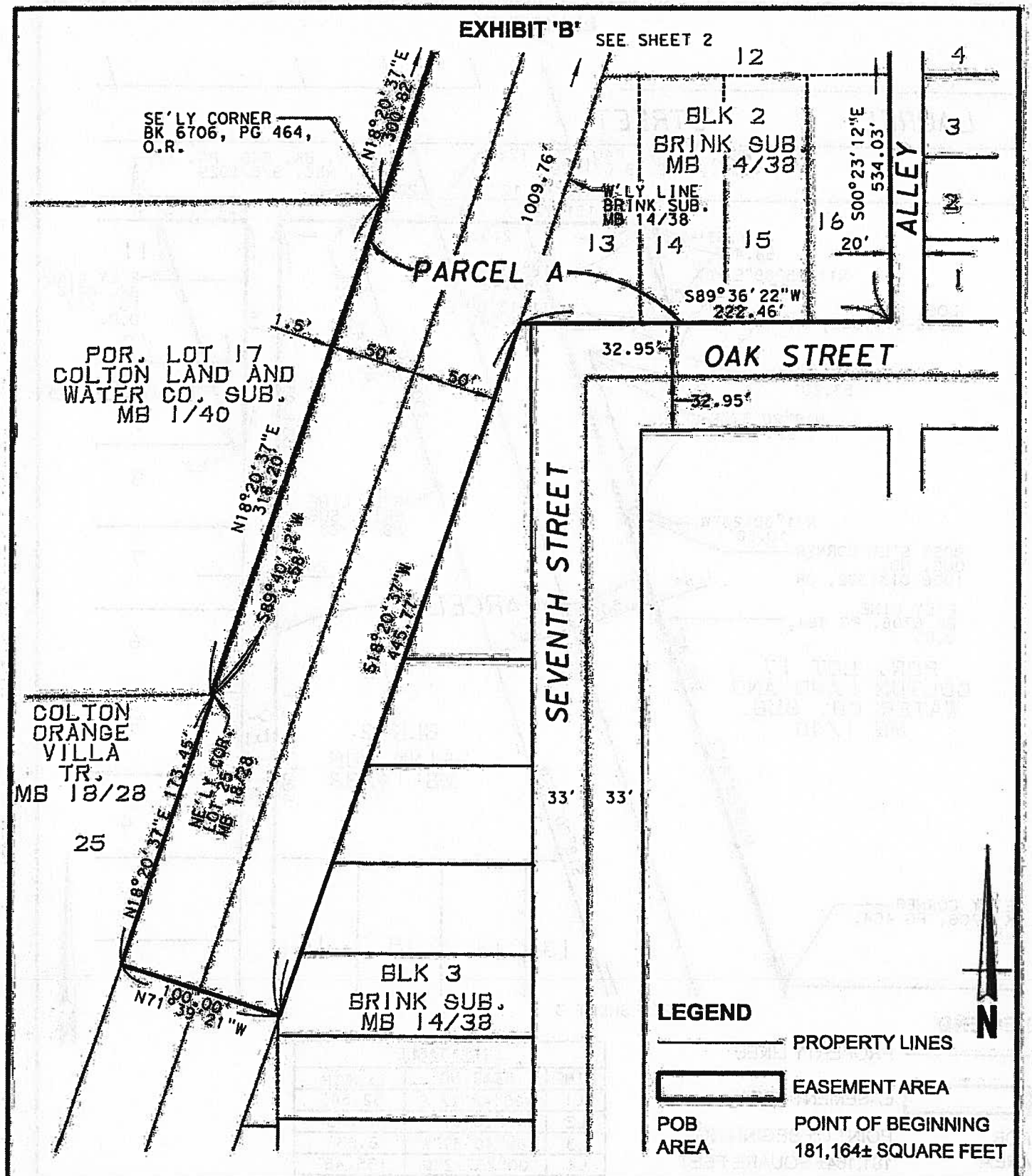
APN: 0161-081-37 & 38, 0161-081-01 & 12

CHECKED BY: RMVE

DRAWN BY: RMVE

DATE: 01/03/12

SCALE: 1"=80'



DAVID EVANS AND ASSOCIATES INC. 4200 Concours, Suite 200 Ontario California 91764 Phone: 909.481.5750	EXHIBIT 'B'	COUNTY: SAN BERNARDINO / CITY: COLTON	CHECKED BY: RMVE
	JOB NO.: TRAN0000-0004	TEMPORARY CONSTRUCTION EASEMENT	DRAWN BY: RMVE
	SHEET: 3 / TOTAL: 3	APN: 0161-061-37 & 38, 0161-081-01 & 12	DATE: 01/03/12
			SCALE: 1"=80'

EXHIBIT 'A'
Legal Description

That portion of Blocks 17 and 22 of the Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as per map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the intersection of the northerly line of Olive Street, 66 feet wide, and the westerly line of 100.00 foot wide strip of land conveyed to A.T. and S.F. Railway Company Right of Way in a deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County, Thence northeasterly along the westerly line of said A.T. and S.F. Railway Company Right of Way North 18°20'37" East, a distance of 457.40 feet;

Thence leaving said westerly line, South 71°39'21" East, a distance of 100.00 feet to the easterly line of said A.T. and S.F. Railway Company Right of Way;

Thence southwesterly along said easterly line of A.T. and S.F. Railway Company Right of Way, South 18°20'37" West, a distance of 441.79 feet to said northerly line of Olive Street;

Thence westerly along said northerly line of Olive Street, North 80°31'42" West, a distance of 101.21 feet to the **Point Of Beginning.**

The above described parcels contain 44959 square feet or1.032 acres, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

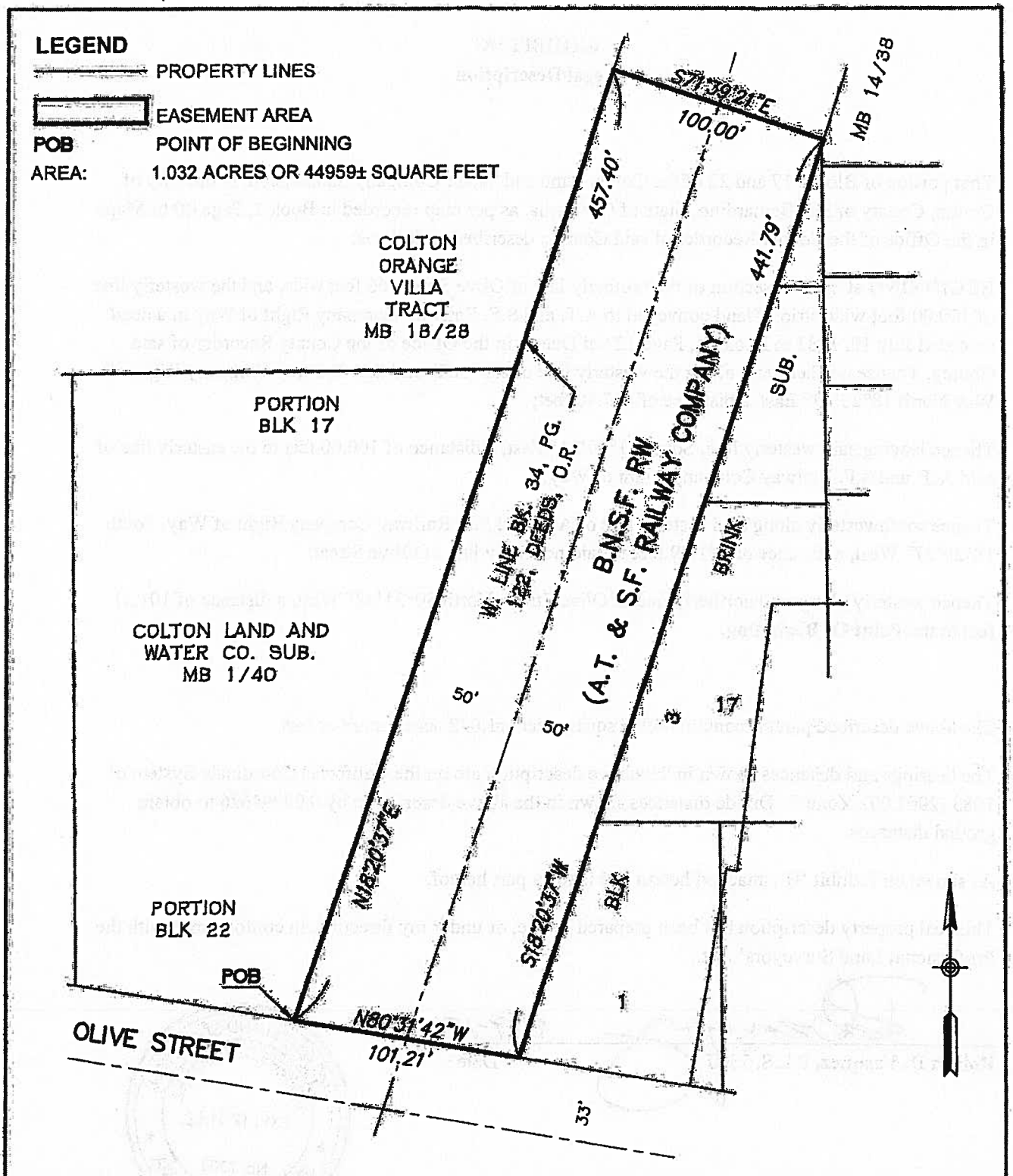
As shown on Exhibit 'B', attached hereto and made a part hereof.

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

8-9-12

Robert D. Vasquez, P.L.S. 7300 Date

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0161-061-38 TCE.docx



DAVID EVANS AND ASSOCIATES INC. 4200 Concours, Suite 200 Ontario California 91764 Phone: 909.481.5750	EXHIBIT "B" Job No. : TRAN00000004 APN: 0161-061-37	COUNTY: SAN BERNARDINO CITY: COLTON TEMPORARY CONSTRUCTION EASEMENT	SHEET NO: 1 OF 1 DRAWN BY: MARA/DGH DATE: 08/08/12 SCALE: 1"=60'

EXHIBIT 'A'
Legal Description

That portion of Blocks 8, 11 and 12, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the intersection of the northerly line of Laurel Street, 66 feet wide, with the easterly line of Eighth Street, 80 feet wide, as shown on the map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County, said easterly line also being the westerly line of the 100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County;

Thence along said easterly line and said westerly line, North 18°21'19" East 1944.98 feet;

Thence leaving said easterly and westerly lines, South 71°38'41" East 100.00 feet to the easterly line of said 100-foot wide strip of land;

Thence along said easterly line, South 18°21'19" West 237.99 feet;

Thence leaving said easterly line, South 71°40'57" East 12.96 feet;

Thence South 18°19'03" West 28.35 feet;

Thence North 71°40'57" West 12.98 feet to said easterly line;

Thence along said easterly line, South 18°21'19" West 24.84 feet;

Thence leaving said easterly line, South 71°38'41" East 16.41 feet;

Thence South 18°21'19" West 34.23 feet;

Thence North 71°38'41" West 16.41 feet to said easterly line;

Thence along said easterly line, South 18°21'19" West 258.36 feet;

Thence leaving said easterly line, South 71°38'41" East 107.92 feet to a line parallel with and distant 157.92 feet from the centerline of said 100-foot wide strip of land;

Thence along said parallel line, South 18°21'19" West 1291.03 feet to said northerly line;

Thence along said northerly line, South 89°42'12" West 219.45 feet to the **POINT OF BEGINNING.**

EXCEPTING THEREFROM that portion lying within the land conveyed in the Quitclaim Deed to Javier Soto and Antonio Cuevas recorded August 16, 2002 as Document No. 2002-0430701 of Official Records of said County.

ALSO EXCEPTING THEREFROM that portion described as follows:

BEGINNING at the intersection of the northerly line of Laurel Street, 66 feet wide, with a line parallel with and distant 157.92 feet from the centerline of the100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County;

Thence along said parallel line, North 18°21'19" East 56.89 feet;

Thence leaving said parallel line, North 71°39'16" West 8.45 feet;

Thence South 18°20'44" West 59.74 feet to said northerly line;

Thence along said northerly line, North 89°42'12" East 8.91 feet to the **POINT OF BEGINNING.**

The above described parcel contains 334,291 square feet (7.674 acres), more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

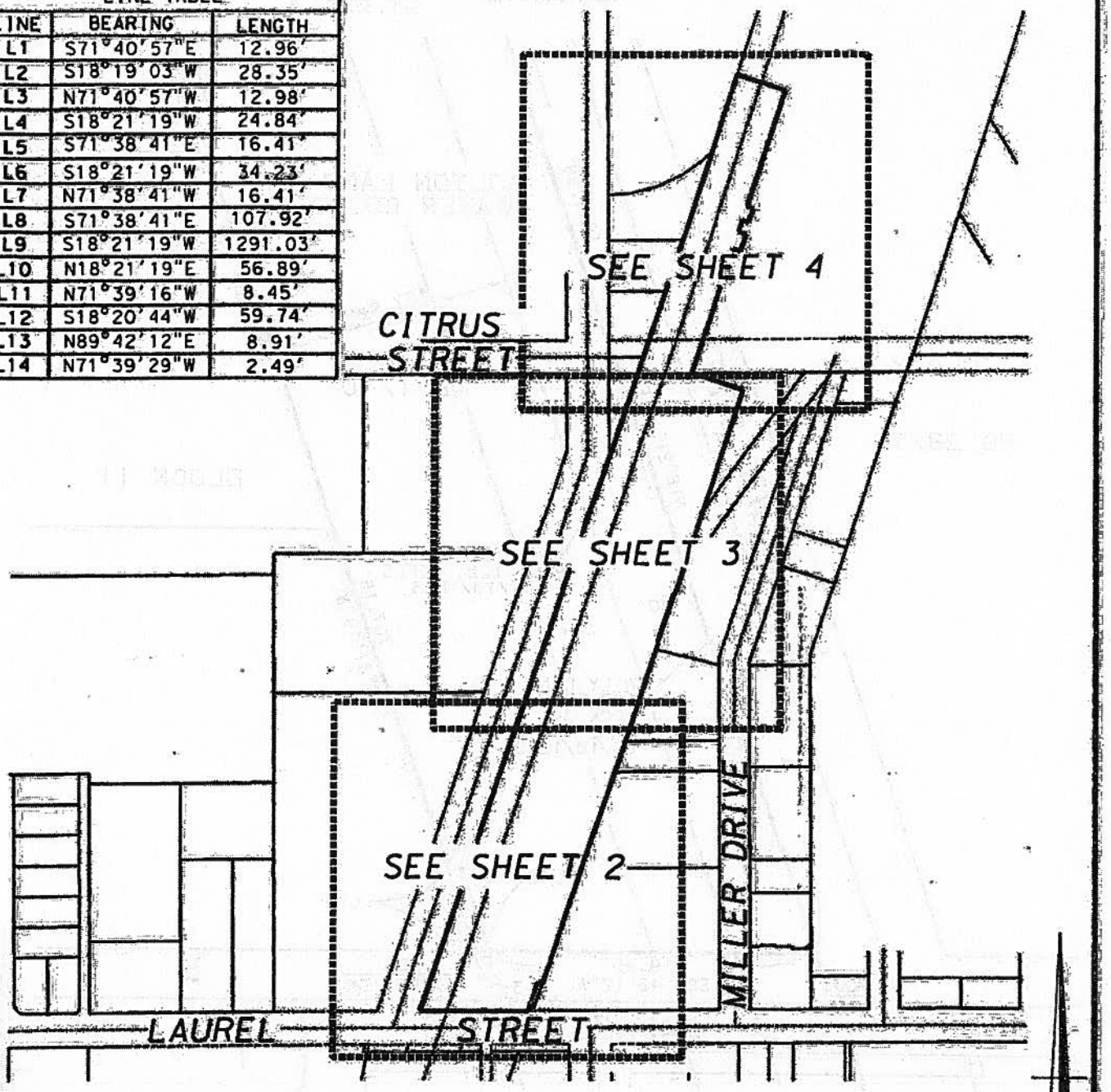
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

2-2-2012

Ryan M. Versteeg, P.L.S. 7809 Date

EXHIBIT 'B'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S71°40'57"E	12.96'
L2	S18°19'03"W	28.35'
L3	N71°40'57"W	12.98'
L4	S18°21'19"W	24.84'
L5	S71°38'41"E	16.41'
L6	S18°21'19"W	34.23'
L7	N71°38'41"W	16.41'
L8	S71°38'41"E	107.92'
L9	S18°21'19"W	1291.03'
L10	N18°21'19"E	56.89'
L11	N71°39'16"W	8.45'
L12	S18°20'44"W	59.74'
L13	N89°42'12"E	8.91'
L14	N71°39'29"W	2.49'



LEGEND

PROPERTY LINES

EASEMENT AREA

POB — POINT OF BEGINNING

AREA — 334,291± SQUARE FEET

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'

JOB NO.: TRAN0000-0004

SHEET: 1 TOTAL: 4

COUNTY: SAN BERNARDINO CITY: COLTON

TEMPORARY CONSTRUCTION EASEMENT

APN: 0160-151-17, 0160-242-32 0160-242-33, 0160-242-34, 0160-242-40

CHECKED BY: RMVE

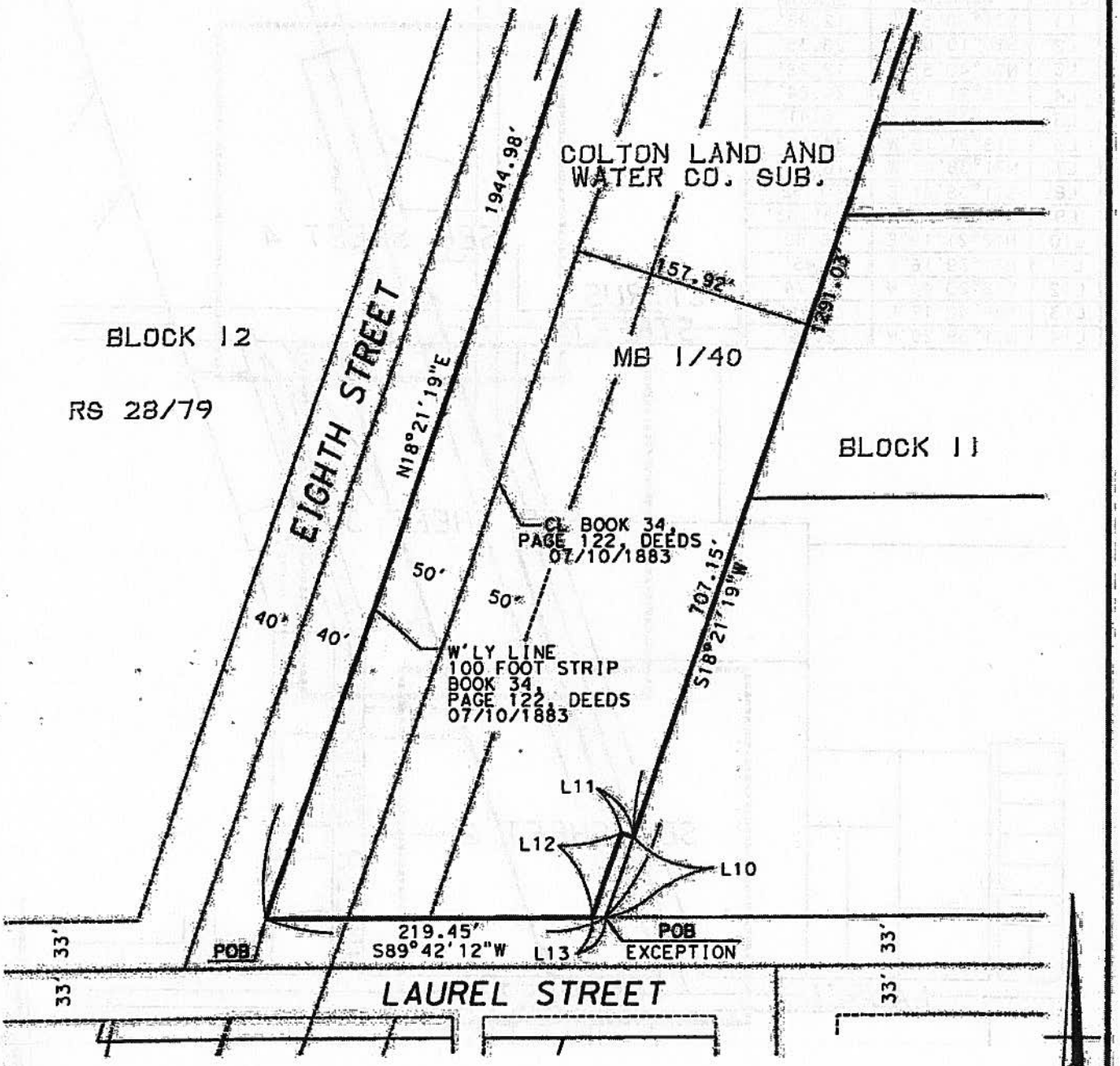
DRAWN BY: KXG

DATE: 01/26/12

SCALE: 1"=300'

EXHIBIT 'B'

SEE SHEET 3



LEGEND

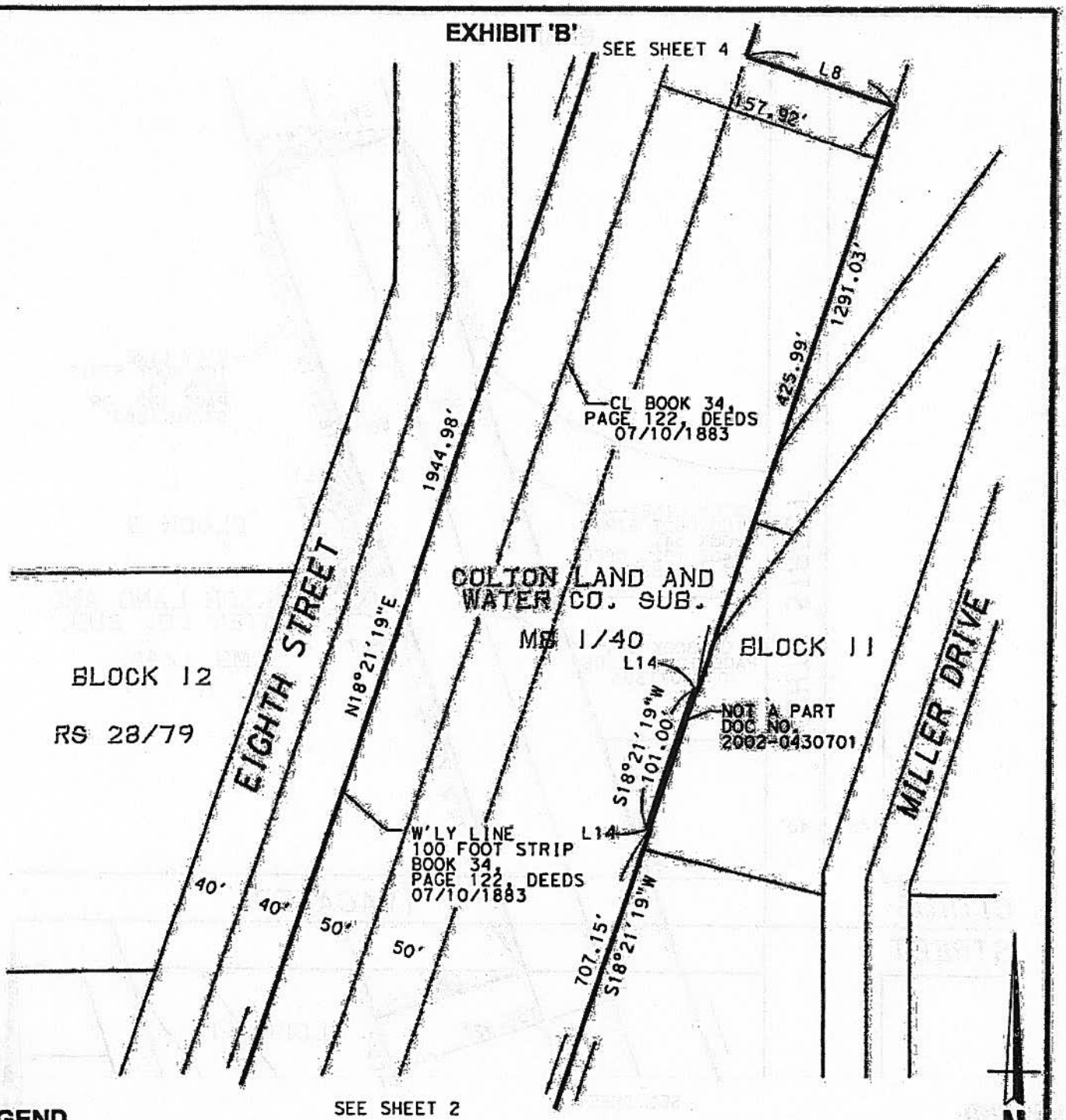
———	PROPERTY LINES
▭	EASEMENT AREA
POB	POINT OF BEGINNING
AREA	334,291± SQUARE FEET

NOTE: SEE SHEET 1 FOR LINE TABLE

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: KXG
JOB NO.: TRAN0000-0004			DATE: 01/26/12
SHEET: 2 / TOTAL: 4	APN: 0160-242-33 & 34		SCALE: 1"=100'

EXHIBIT 'B'



LEGEND

PROPERTY LINES

EASEMENT AREA

POB — POINT OF BEGINNING

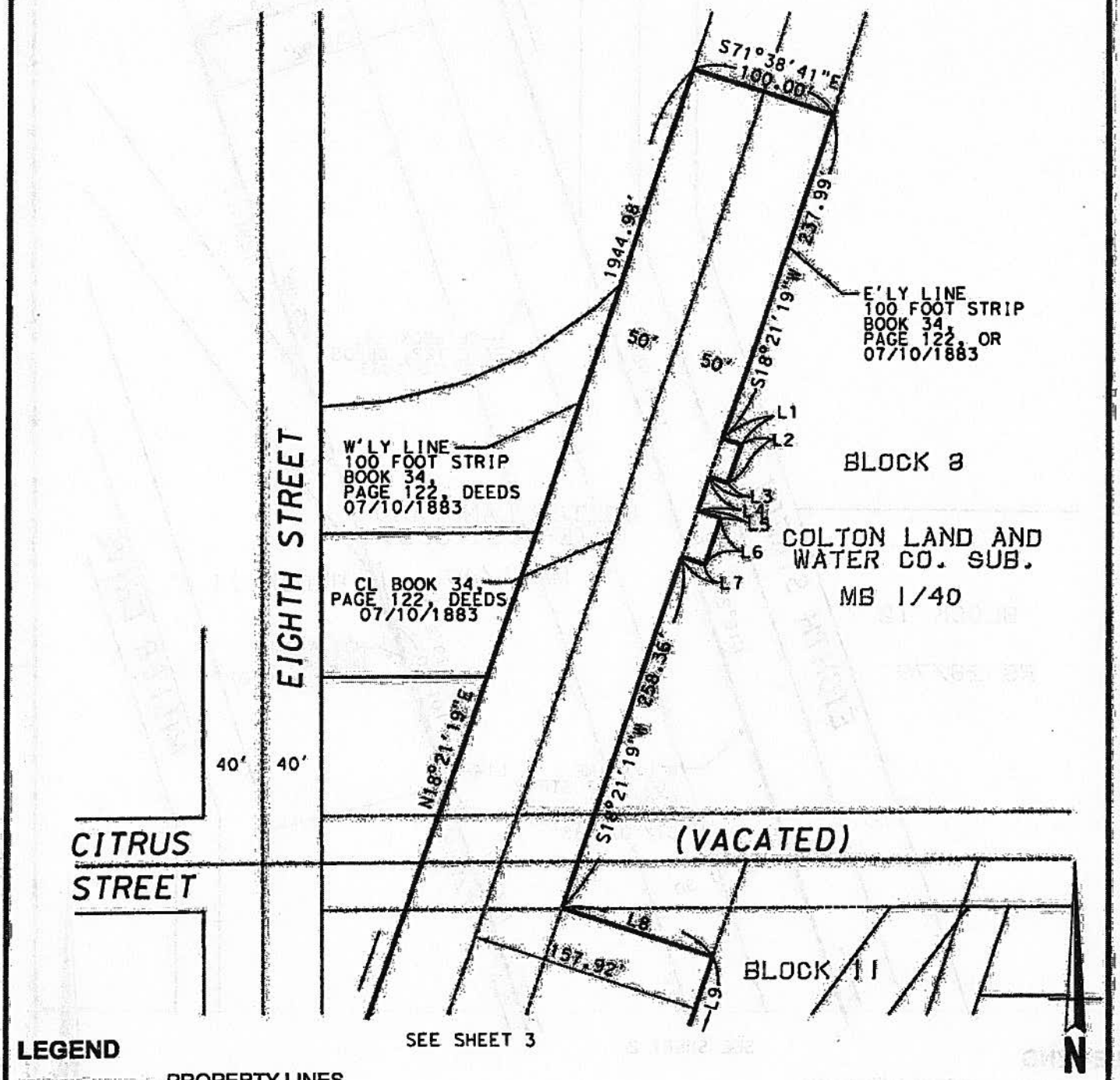
AREA — 334,291± SQUARE FEET

NOTE: SEE SHEET 1 FOR LINE TABLE

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: KXG
JOB NO.: TRAN0000-0004			DATE: 01/26/12
SHEET: 3 / TOTAL: 4	APN: 0160-242-33 & 34		SCALE: 1"=100'

EXHIBIT 'B'



LEGEND

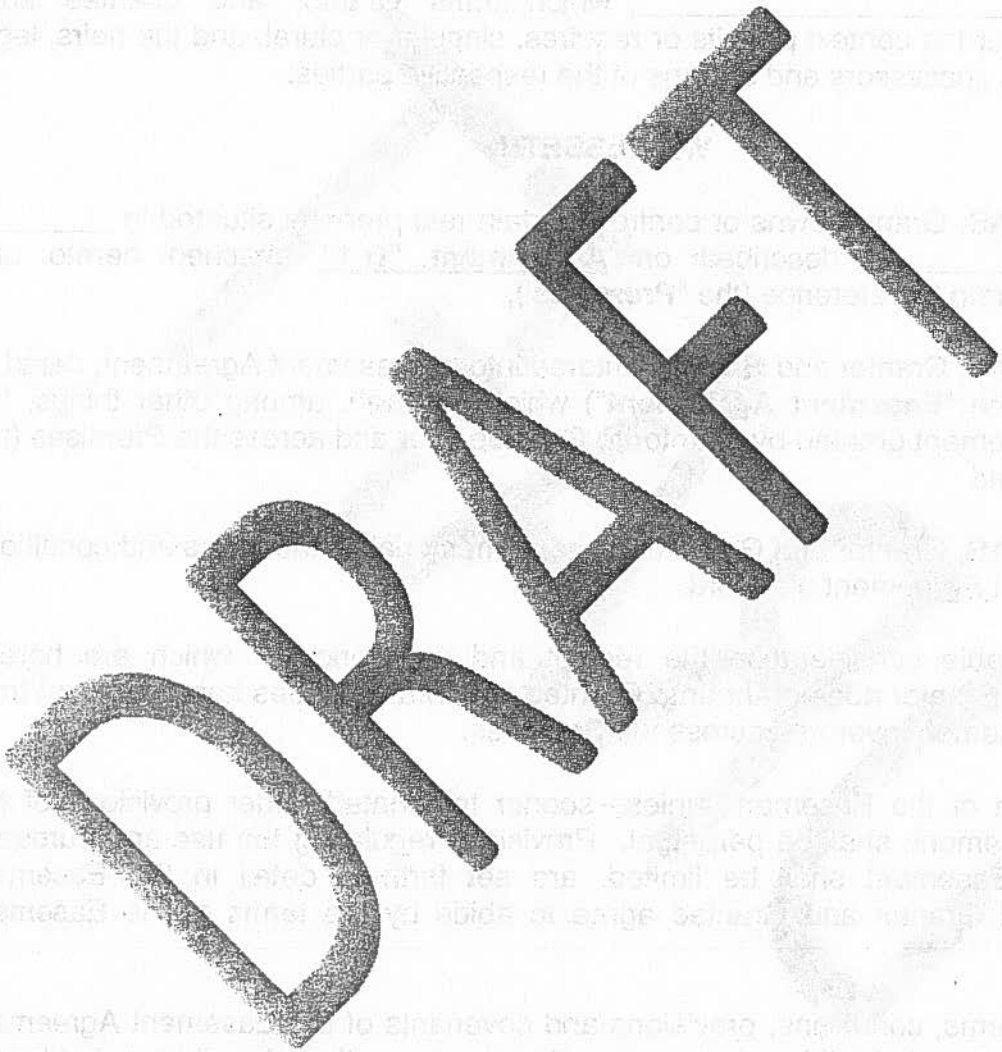
———	PROPERTY LINES
▭	EASEMENT AREA
POB	POINT OF BEGINNING
AREA	334,291± SQUARE FEET

NOTE: SEE SHEET 1 FOR LINE TABLE

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: KXG
JOB NO.: TRAN0000-0004			DATE: 01/26/12
SHEET: 4 / TOTAL: 4	APN: 0161-242-33 & 34		SCALE: 1"=100'

EXHIBIT "B-1"



Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of _____, 20___, by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and _____, a _____("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

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

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

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

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

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual. Provisions regulating the use and purposes to which the Easement shall be limited, are set forth in detail in the Easement Agreement and Grantor and Grantee agree to abide by the terms of the Easement Agreement.

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

[Signature page follows]

DRAFT

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

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

_____,
_____

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____(name) as _____(title) of BNSF RAILWAY COMPANY, a Delaware corporation.

_____
Notary Public

(Seal)

My appointment expires:_____

DRAFT

Attachment "B-1" to Easement Agreement

Legal Description and Map of Easement Premises

DRAFT

EXHIBIT 'A'
Legal Description

That portion of Lot 8, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, together with Citrus Street, 66 feet wide, adjoining said Lot 8 on the south, as vacated by the City of Colton Ordinance No. 474, described as follows:

BEGINNING at the intersection of the southerly line of said Citrus Street with a line parallel with and lying distant 449.98 feet from the centerline of the 100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County, also known as the centerline of the railway company eastward main track;

Thence along said parallel line North 18°21'19" East 329.93 feet to the southwesterly line of Parcel 1 of the easement to San Bernardino County Flood Control District recorded November 13, 1948 in Book 2320, Page 238, Official Records of said County;

Thence along said southwesterly line North 32°15'51" West 0.39 feet;

Thence leaving said southwesterly line, South 67°21'22" West 77.35 feet;

Thence South 41°25'59" West 257.68 feet;

Thence South 00°35'13" East 57.01 feet;

Thence South 18°10'04" West 36.40 feet to the southerly line of said Citrus Street;

Thence along said southerly line, North 89°35'00" East 148.98 feet to the **POINT OF BEGINNING.**

The above described parcel contains 37,243 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

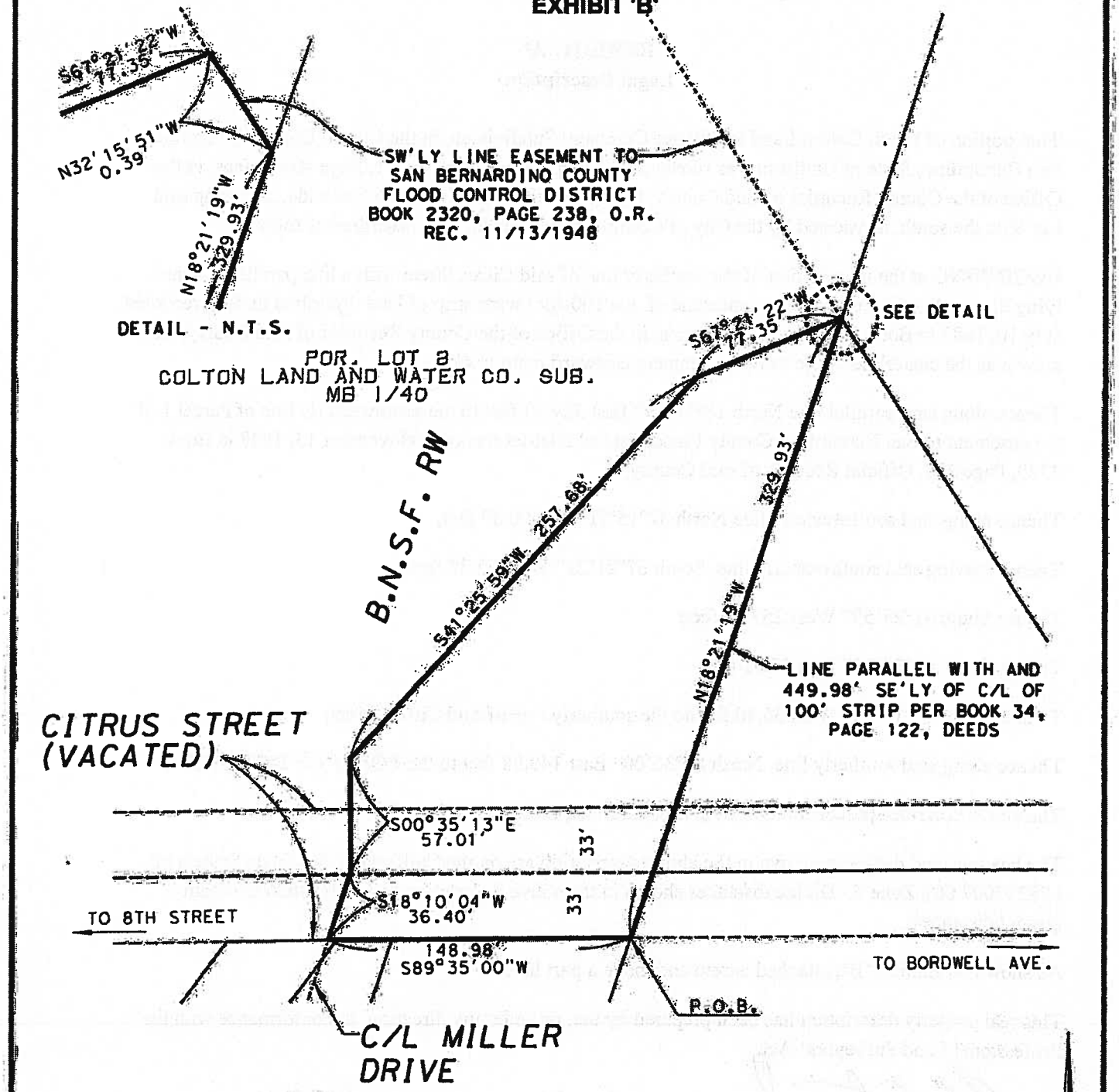
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

5/29/12

John Martin Smith, P.L.S. 8070 Date

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0160-161-04 RW.docx

EXHIBIT 'B'



LEGEND

———	PROPERTY LINES
▭	EASEMENT AREA
POB	POINT OF BEGINNING
AREA	37,243±SQUARE FEET

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: MXSM
	RIGHT-OF-WAY EASEMENT		DRAWN BY: RMVE
JOB NO.: TRAN0000-0004			DATE: 05/29/2012
SHEET: 1 / TOTAL: 1	APN: 0160-161-04		SCALE: NTS

EXHIBIT 'A'
Legal Description

That portion of Block 12, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the intersection of the northerly line of Laurel Street, 66 feet wide, with a line parallel with and distant 157.92 feet from the centerline of the100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County;

Thence along said parallel line, North 18°21'19" East 56.89 feet;

Thence leaving said parallel line, North 71°39'16" West 8.45 feet;

Thence South 18°20'44" West 59.74 feet to said northerly line;

Thence along said northerly line, North 89°42'12" East 8.91 feet to the **POINT OF BEGINNING.**

The above described parcel contains 493 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

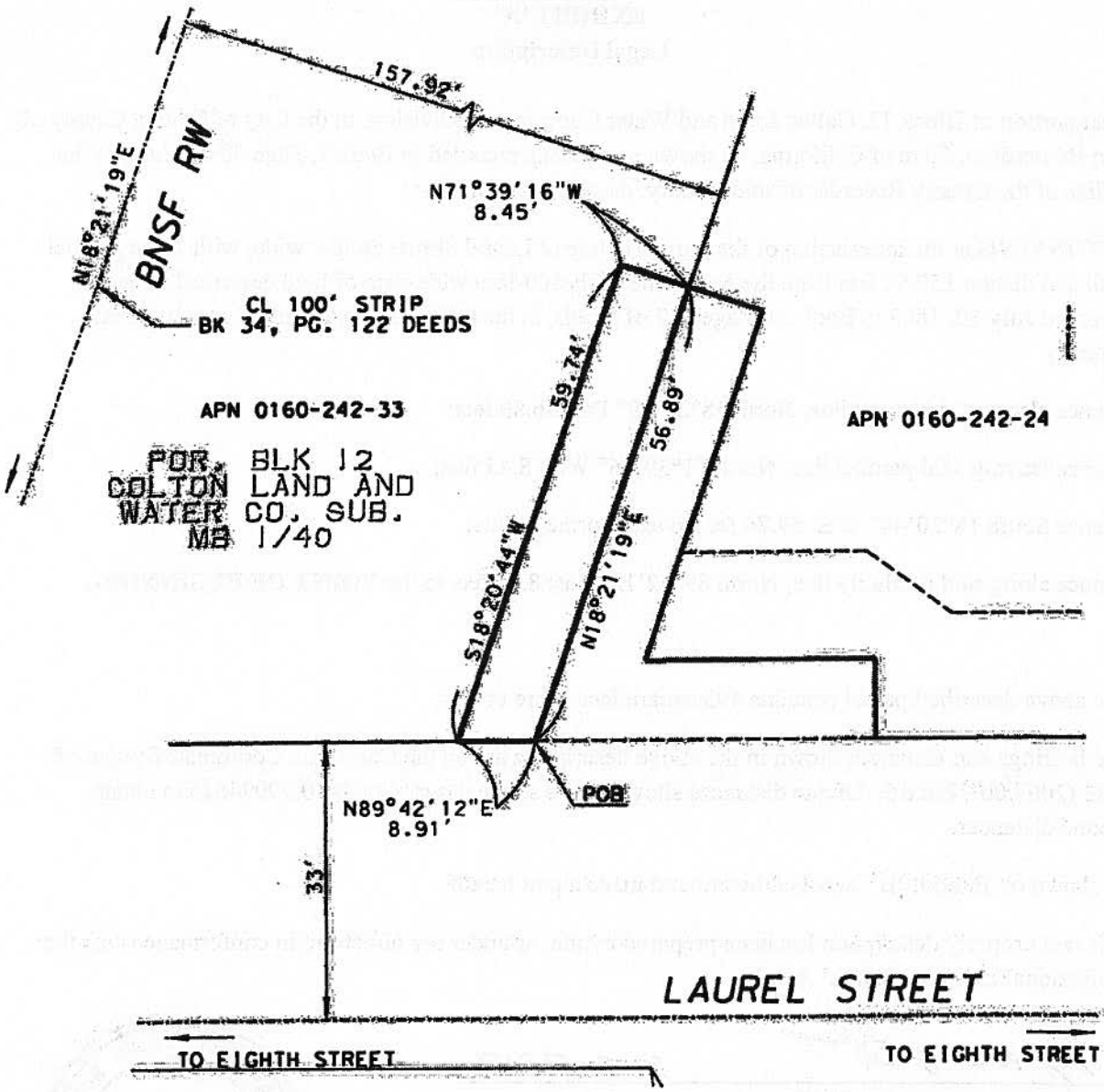
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

2-2-2017

Ryan M. Versteeg, P.L.S. 7809 Date

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0160-242-33 RW.docx

EXHIBIT 'B'



LEGEND

PROPERTY LINES

EASEMENT AREA

AREA: 493± SQUARE FEET

POB POINT OF BEGINNING

DAVID EVANS AND ASSOCIATES INC. 4200 Concours, Suite 200 Ontario California 91764 Phone: 909.481.5750	EXHIBIT 'B'	COUNTY: SAN BERNARDINO / CITY: COLTON	CHECKED BY: RMVE
		ROAD EASEMENT	DRAWN BY: RMVE
	JOB NO.: TRAN0000-0004		DATE: 01/03/12
	SHEET: 1 / TOTAL: 1	APN: 0160-242-33	SCALE: 1"=20'

EXHIBIT 'A'
Legal Description

That portion of Lot 17, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, conveyed in the document recorded April 16, 1996 as Document No. 19960131382 of Official Records of said County, described as follows:

BEGINNING at the intersection of the westerly line of said Document No. 1996-0131382 with the southerly line of Laurel Street, 80 feet wide, said southerly line being the southerly line of Parcel 3 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County;

Thence along said westerly line, South 11°15'09" West 58.43 feet;

Thence leaving said westerly line, North 18°21'19" East 60.42 feet to said southerly line;

Thence along said southerly line, South 89°42'12" West 7.63 feet to the **POINT OF BEGINNING.**

The above described parcel contains 218 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

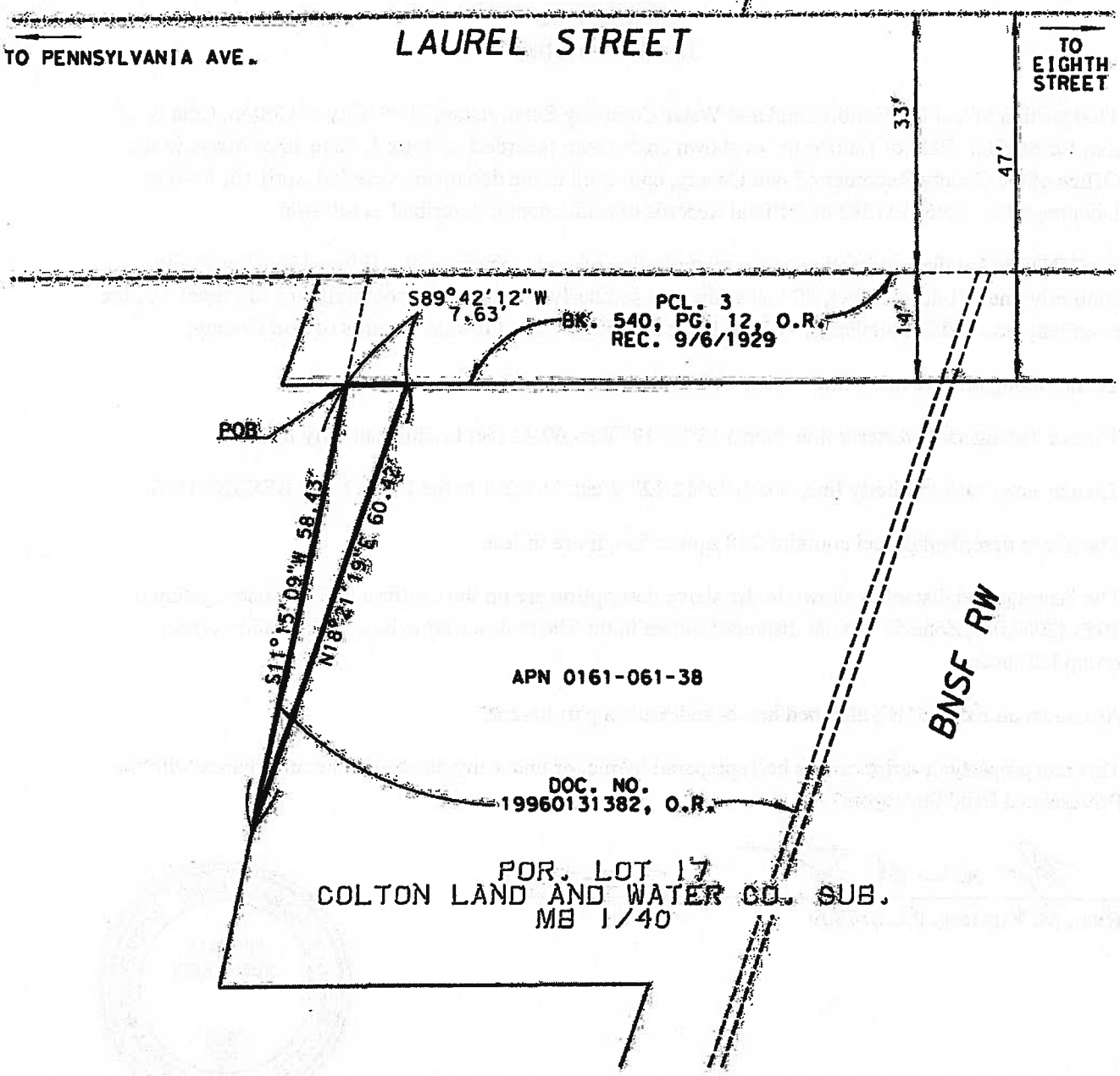
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

2-2-2012

Ryan M. Versteeg, P.L.S. 7809 Date

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0161-061-38 RW.docx

EXHIBIT 'B'



LEGEND

———	PROPERTY LINES
▭	EASEMENT AREA
AREA:	218± SQUARE FEET
POB	POINT OF BEGINNING

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	ROAD EASEMENT		DRAWN BY: RMVE
JOB NO.: TRAN0000-0004			DATE: 01/03/12
SHEET: 1 / TOTAL: 1	APN: 0161-061-38		SCALE: 1"=20'

EXHIBIT 'A'
Legal Description

That certain portion of the alley, 20 feet wide, lying within Block 2 of Brink Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 14, Page 38 of Maps, in the Office of the County Recorder of said County, bounded northerly by a line parallel with and distant 47.00 feet southerly of the centerline of Laurel Avenue, 80 feet wide, as shown on the map filed in Book 25, Page 3 of Records of Survey, in the Office of the County Recorder of said County, and bounded southerly by a line parallel with and distant westerly 20.00 feet from the westerly line of the land conveyed in the deed to Woodrow Miller, recorded January 17, 1958 in Book 4416, Page 332, Official Records of said County.

The above described parcel contains 2445 square feet, more or less.

As shown on Exhibit 'B', attached hereto and made a part hereof.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

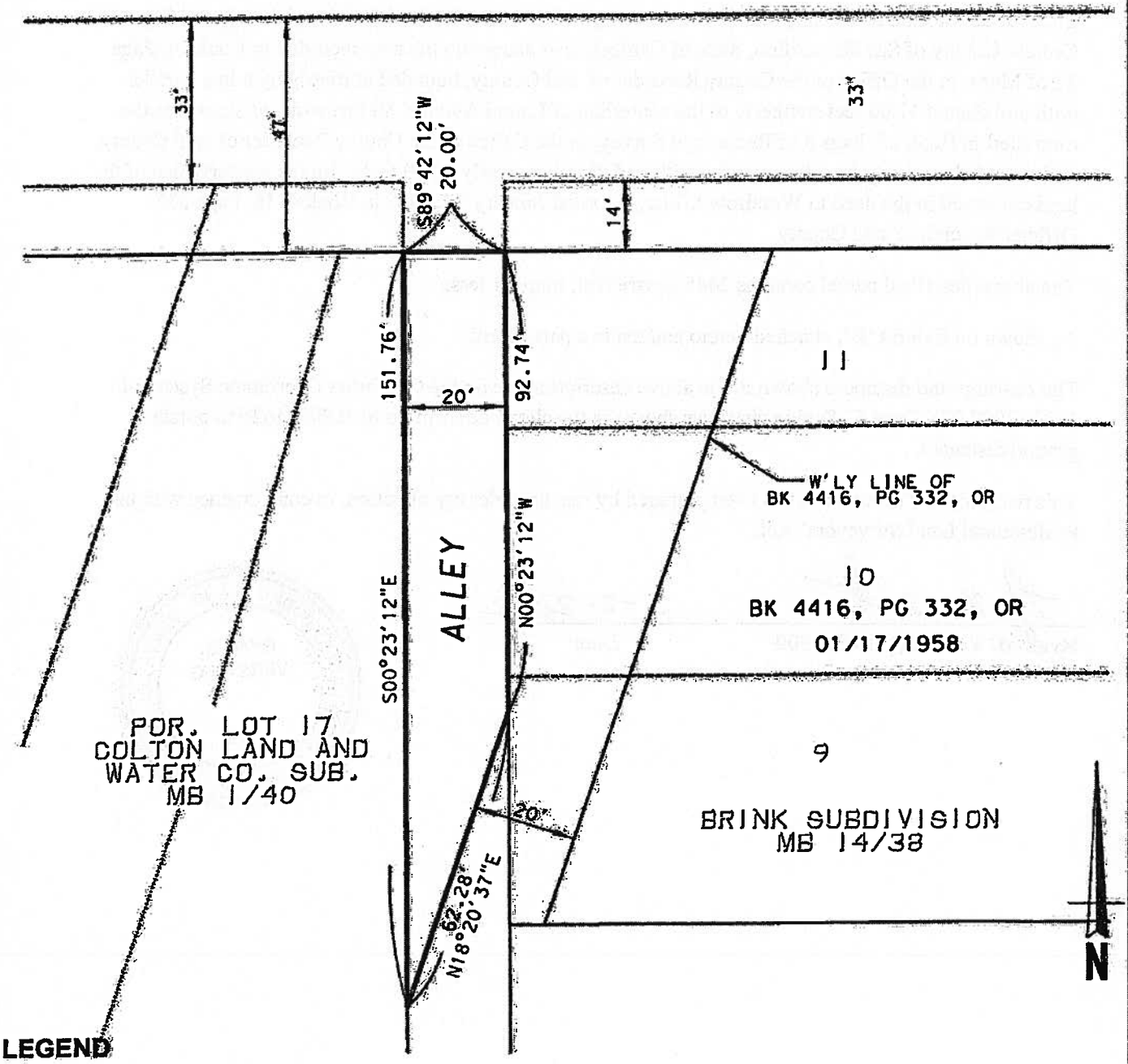
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

2-2-2012

Ryan M. Versteeg, P.L.S. 7809 Date

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\Alley Vacation.docx

EXHIBIT 'B'



LEGEND

PROPERTY LINES

VACATION AREA

AREA 2,445±SQUARE FEET

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	ALLEY VACATION		DRAWN BY: KXG
JOB NO.: TRAN0000-0004			DATE: 01/05/12
SHEET: 1 TOTAL: 1	APN:		SCALE: 1"=30'

EXHIBIT 'A'
Legal Description

The easterly 20.00 feet of that certain portion of Lots 9, 10 and 11, Block 2, of Brink Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 14, Page 38 of Maps, in the Office of the County Recorder of said County, lying westerly of the the westerly line of the land conveyed in the deed to Woodrow Miller, recorded January 17, 1958 in Book 4416, Page 332, Official Records of said County.

EXCEPTING THEREFROM that portion lying within Parcel 2 of the easement recorded in Book 540, Page 12, Official Records of said County.

The above described parcel contains 2550 square feet, more or less.

As shown on Exhibit 'B', attached hereto and made a part hereof.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

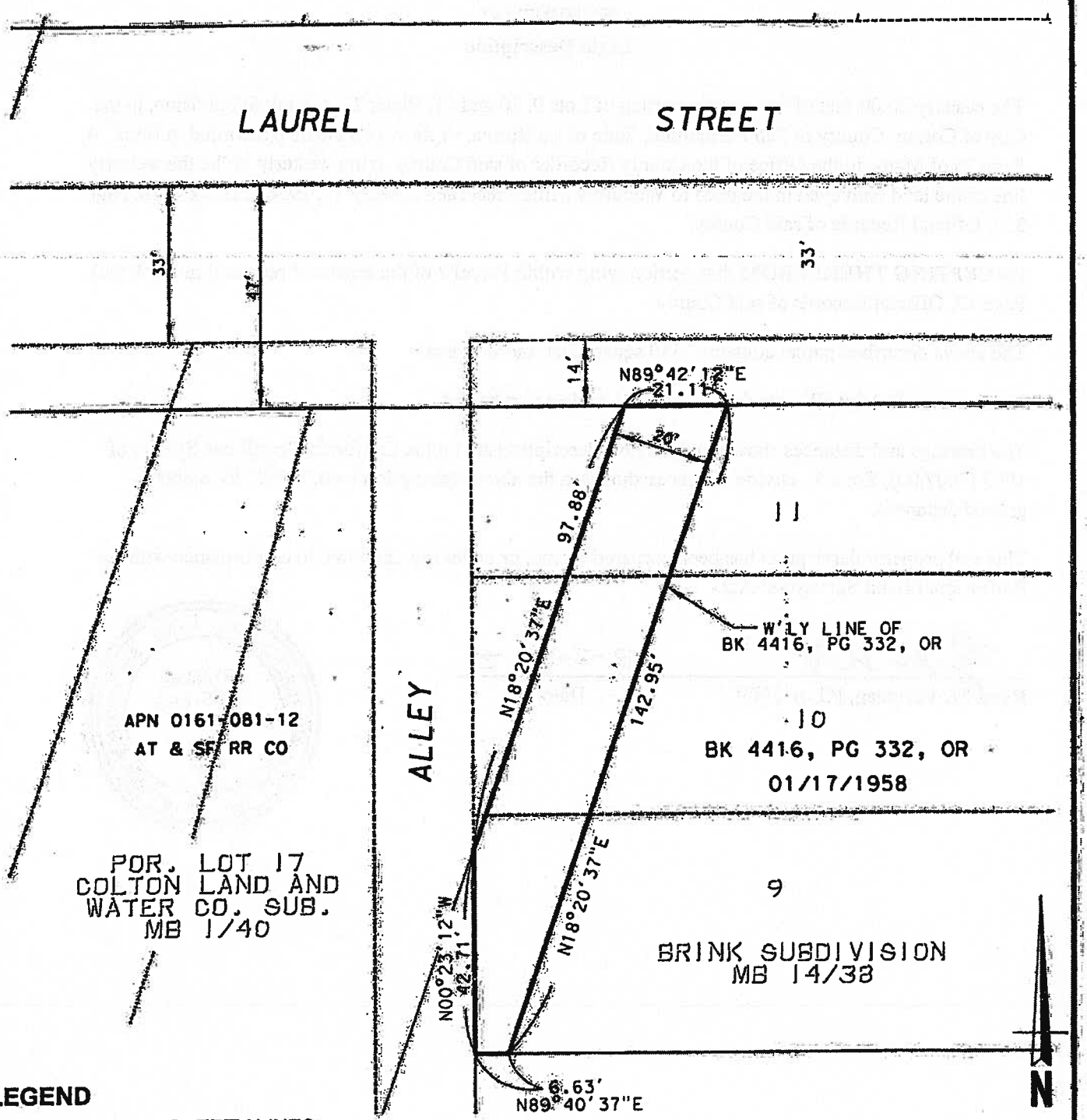
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

2-2-2012

Ryan M. Versteeg, P.L.S. 7809 Date

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0161-081-01 Access.docx

EXHIBIT 'B'



LEGEND

PROPERTY LINES

EASEMENT AREA

AREA 2,550±SQUARE FEET

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	ACCESS EASEMENT		DRAWN BY: KXG
JOB NO.: TRAN0000-0004			DATE: 01/05/12
SHEET: 1 / TOTAL: 1	APN: 0161-081-01		SCALE: 1"=30'

EXHIBIT 'A'
Legal Description

The easterly 20.00 feet of that certain portion of Lots 9, 10 and 11, Block 2, of Brink Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 14, Page 38 of Maps, in the Office of the County Recorder of said County, lying westerly of the the westerly line of the land conveyed in the deed to Woodrow Miller, recorded January 17, 1958 in Book 4416, Page 332, Official Records of said County.

EXCEPTING THEREFROM that portion lying within Parcel 2 of the easement recorded in Book 540, Page 12, Official Records of said County.

The above described parcel contains 2550 square feet, more or less.

As shown on Exhibit 'B', attached hereto and made a part hereof.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

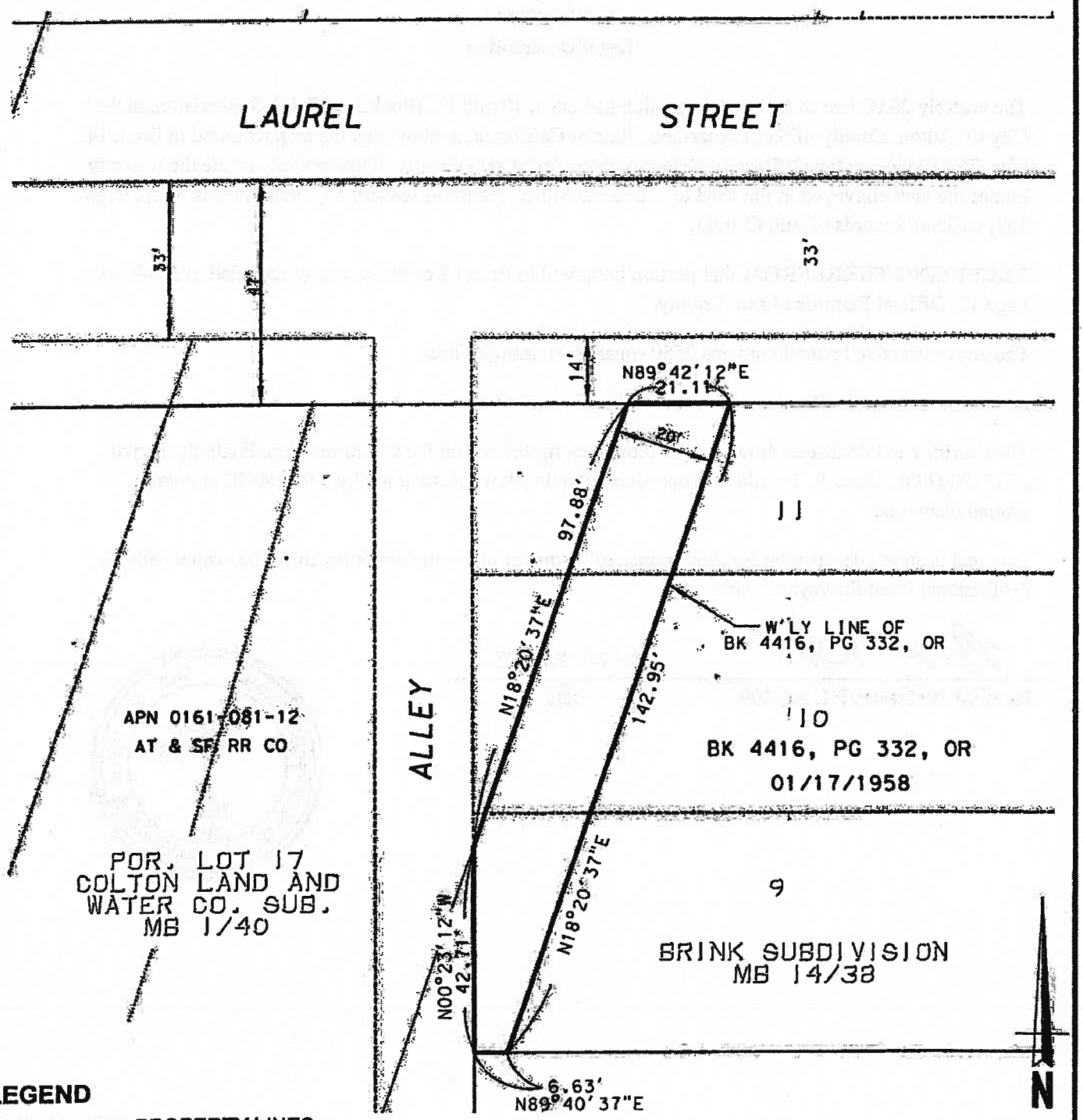
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

2-2-2012

Ryan M. Versteeg, P.L.S. 7809 Date

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0161-081-01 PUE.docx

EXHIBIT 'B'



LEGEND

PROPERTY LINES

EASEMENT AREA

AREA 2,550±SQUARE FEET

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	PUBLIC UTILITIES EASEMENT		DRAWN BY: KXG
JOB NO.: TRAN0000-0004			DATE: 01/05/12
SHEET: 1 TOTAL: 1	APN: 0161-081-01		SCALE: 1"=30'

Exhibit C

"Flagging Services and Construction Contractor Requirements"

To Be Provided

DRAFT

Exhibit C-1

"Contractor Letter Agreement"

To Be Provided

DRAFT

EXHIBIT D

"BNSF Railroad Work Cost Estimate"

BNSF Railroad Work Cost Estimate

Flagging	$ 862,968
Inspection	$ 388,850
Signal	$ 4,371,837
Track	$ 5,416,825
TOTAL ESTIMATED COST RAILROAD WORK	**$ 11,040,480**

DRAFT

Exhibit E

"Plans and Specifications Approval Letter"

[BNSF Public Projects Manager's letterhead]

Date: _____

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

Re: Final Approval of Plans and Specifications dated _____, 20__, drafted by _____ **TranSystems, Inc. (hereinafter called, the "Plans and Specifications")**

Dear _____:

This letter serves as BNSF RAILWAY COMPANY's ("BNSF") final written approval of the Plans and Specifications covering the construction of the Laurel Street Grade Separation Project in Colton, CA on BNSF's San Bernardino Subdivision, US DOT# XXXXX]. This final written approval is given to the San Bernardino Associated Governments] ("Commission") pursuant to Article III, Section 1 of that certain Underpass Agreement between BNSF and Commission, dated _____, 2013.

If the Plans and Specifications are revised by Commission subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and Commission shall resubmit said Plans and Specifications to BNSF for final written approval.

It is understood that the approvals contained in this letter do not cover, the approvals of plans and specifications for any falsework, shoring, and demolition that may be subsequently submitted to BNSF by CITY or its contractor for approval.

BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design of the project.

Regards,

Melvin Thomas
Manager Public Projects
BNSF Railway Co

DRAFT

Exhibit F

Bridge Requirements

BRIDGE DESIGN, PLANS & SPECIFICATIONS:

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

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

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

Prior to issuing any invitation to bid on construction of the Structure, Commission should conduct a pre-bid meeting where prospective contractors have the opportunity to communicate with BNSF personnel as to the site specific train speeds, train density, and general safety requirements for men and equipment working near live tracks. Any invitation to bid and specifications for the Structure and the Project shall be submitted to BNSF for review and approval prior to letting of bids for the Project.

BRIDGE CONSTRUCTION:

After awarding the bid, but prior to the contractor entering BNSF right of way, Commission should conduct a pre-construction meeting with BNSF personnel in attendance to reiterate the safety requirements of construction activity adjacent to live tracks.

During construction, BNSF shall require an experienced Quality Control Inspector to be present during certain critical times of the Project, including but not limited to: driving foundation piles, erecting falsework, construction of shoring and retaining walls, placing concrete, placing soil backfill and compaction processes. Certain components, normally produced off site, shall require a QC inspector to be present, including the production of precast concrete components and steel fabrication. The QC inspector shall provide reports to BNSF including pile driving records, concrete compressive test records, and other such reports requested by BNSF. QC Inspection services can be provided by the Commission subject to acceptance by BNSF. If the

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

Within 90 days of the conclusion of the Project and final acceptance by BNSF, Commission shall provide BNSF with a complete electronic set of the bridge plans labeled "As Built". Those plans shall reflect any and all deviations from the original plans that occurred during construction. The "As Built" plans shall be submitted in Micro Station *.dgn electronic format (preferred) or AutoCAD *.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. The plans shall show dimensioned locations of existing and relocated utilities.

BRIDGE MAINTENANCE:

BNSF shall be responsible for maintenance of the track and ballast over the bridge and the earth embankment approaches. City shall be responsible for maintenance of the structural components of the bridge, including deck waterproofing and paint.

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

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

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

BRIDGE INSPECTION:

BNSF shall conduct annual routine structural inspections of railroad bridges over public roadways and waterways at no cost to City. City shall provide traffic control under those bridges spanning roadways to enable BNSF personnel or representatives to safely conduct the annual inspections. For routine annual inspections, BNSF shall give City seven (7) days advance notice of traffic control requirements. In the event of an earthquake, fire, flood, damage from vehicular impacts or other emergent situations, City shall provide traffic control in roadways to allow immediate inspection by BNSF personnel or representatives. Traffic control shall include lane

closures or other such measures to allow BNSF personnel, providers and equipment to be safely positioned under the superstructure.

Upon the conclusion of the BNSF inspection, City shall be notified of items in need of repair. If City does not complete the repairs requested by BNSF within a reasonable time period, BNSF personnel and/or providers may perform the repairs and invoice City for the entire cost of such repairs. Regardless of the nature or cause of such maintenance and repairs, traffic control shall be provided by City at no cost to BNSF to allow safe access to the bridge.

Exhibit G

"Laurel Street Grade Separation Project
Estimated Total Project Cost"

Laurel Street Grade Separation
BNSF Contribution

Phase	Type	Note	Note	Latest Cost
PA/ED & PS&E				$4,656,617.00
	Support	TranSystems Contract	Contract Value	$4,656,617.00
ROW				$9,036,734.00
	Support	OPC Task Order	TO Value	$408,864.00
	Capital	ROW Acquisition	BOD Acquisition	$4,070,200.00
	Capital	ROW Acquisition	SCRRA Co-op	$265,000.00
	Capital	BNSF C&M	Goodwill & Easements	$3,740,000.00
	Capital	Utilities	Estimated Cost	$552,670.00
CON				$42,830,011.00
	Support	Athalaye Contract	Contract Value	$5,494,000.00
	Capital	Construction	Engineers Estimate	$26,295,743.00
	Capital	BNSF C&M	Estimated Cost	$11,040,268.00
			TOTAL	$56,523,362.00
Project Management				$150,000.00
	Support	Parsons	Estimated Cost	$100,000.00
	Support	SANBAG Staff	Estimated Cost	$50,000.00
			TOTAL with PROJECT MANAGEMENT COSTS	$56,673,362.00

Total With Project Management Costs	$56,673,362.00
BNSF Goodwill	-$3,000,000.00
Total Project Cost without BNSF Goodwill	$53,673,362.00
Lump Sum BNSF Contribution	**$5,367,336**

As of 03/29/2013

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 37

Date: April 11, 2013

Subject: Interstate 10 (I-10) Tippecanoe Avenue Phase 2 Interchange Project

Recommendation:* Authorize staff to release Request for Proposal No. C13130 for Construction Management, Materials Testing, and Construction Surveying and Public Outreach services associated with the construction of the I-10 Tippecanoe Phase 2 Interchange Project.

Background: **This is a new contract.** San Bernardino Associated Governments (SANBAG) is the lead agency for both design and construction of the I-10 Tippecanoe Interchange Project. Phase 1 of the Project includes improvement to the eastbound I-10 mainline and off ramp at Tippecanoe in the City of Loma Linda. Phase 1 is under construction and is expected to be completed in November 2013. Phase 2 of the Project includes improvements to the westbound I-10 mainline, new west bound on and off ramps, and improvements to the local streets. Phase 2 is substantially through its right-of-way acquisition phase, and the Plans, Specifications, and Estimates (PS&E) are at the 95% stage of completion.

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, laboratory testing, source inspections,

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1304d-bmf
C13130: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Requests%20for%20Proposals%20RFPs/RFP%2013130%20CM%20Services%20Tippcanoe%20Phase%202.docx

landscape inspections, 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. Staff is requesting the release of RFP C13130 to allow the constructability review to commence immediately and allow the consultants to incorporate the recommendations into the plans prior to submittal of the 100% PS&E. Staff will issue a Purchase Order to cover the cost of the preconstruction services so that work can commence prior to the issuance of the federal funds for construction.

Financial Impact: This item is consistent with the adopted 2012/2013 Fiscal Year budget and the proposed 2013/2014 Fiscal Year budget for Task No. 0842, I-10 Tippecanoe Interchange.

Reviewed By: This item has not had prior Policy Committee or Technical Advisory Committee review. SANBAG General Counsel and Contract Administrator have reviewed this item and RFP as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

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, laboratory testing, and construction surveying public outreach and source inspection services for the Project. A description of the Project is given below.

Project Description

The project has been divided into two phases under separate construction management and construction contracts.

The Phase 1 project started in August 2012 and construction is expected to be complete in November 2013. Work includes widening of I-10 to accommodate an eastbound auxiliary lane and standard shoulder widths, construction of proposed improvements to the eastbound off ramp at Tippecanoe Avenue including retaining walls along the eastbound I-10 mainline and along the eastbound Tippecanoe Avenue off ramp, replacement of an existing concrete lined channel with a reinforced concrete box culvert, widening of San Timoteo Creek Bridge (54-0599) and eastbound/westbound bridge barrier replacements, eastbound bridge barrier replacement for Tippecanoe Avenue Undercrossing (54-0598), signing, striping, temporary traffic signal work, and landscaping improvements along eastbound I-10 and the Tippecanoe Avenue/Anderson Street off ramp.

The proposed Phase 2 scope of work is expected to start in January 2014 and includes modification of the westbound I-10 ramps (proposed realignment of the existing off-ramp, proposed new loop on ramp from northbound Tippecanoe Avenue, and modification of the existing on ramp from southbound Tippecanoe), widening of the Tippecanoe Avenue Undercrossing (54-0598); widening of Tippecanoe Avenue/Anderson Street between Lee Street and Court Street, widening of Redlands Boulevard through its intersection with Anderson Street, construction of a new local street between Laurelwood Drive and Coulston Street, sound wall construction, drainage improvements, signing, striping, traffic signal improvements along Tippecanoe Avenue/Anderson Street and landscaping along the westbound ramps of the I-10 Tippecanoe Avenue interchange.

SANBAG intends to advertise, award and administer one separate, construction contract for the Tippecanoe Avenue interchange Phase 2 project. The successful consultant firm will provide the construction management and support services requested in this RFP for Tippecanoe Avenue Interchange Phase 2 construction contract.

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 and laboratory testing, source inspection, landscape inspection, inspection of contaminated soil removal, 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 Project Manager/Senior Resident Engineer to coordinate all contract and personnel activities for Phase 2 construction project. 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

Phase 2 project. The Senior Resident Engineer and every Resident Engineer assigned for this project shall be licensed as a Professional Civil Engineer in the State of California at the time of proposal submittal through the duration of the contract. The Consultant is expected to provide a Survey Project Manager, Materials Testing Project Manager, Source Inspection 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 Commission's Public Information Office, the County of San Bernardino, and the cities of San Bernardino and Loma Linda in implementing the Public Outreach Program established for these projects.

SANBAG anticipates issuing a Purchase Order to the Consultant to complete a Constructability Review. A full Notice to Proceed (NTP) will be issued upon receipt of the approved funding agreement from Caltrans.

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.

SANBAG anticipates that the total contract will be approximately 32 months in duration, with preconstruction services starting in September 2013, advertise in November 2013, award construction contract in January 2014, construction starting in March 2014 and ending in May 2015 followed by 12 months plant establishment and closeout activities not exceeding one month. The estimated construction capital cost of the project is about $15 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) and State Water Resources Control Board (SWRCB).

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 or 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 inspection of contaminated soil removal on various properties outside of state right of way as directed by SANBAG Project Manager.

4) 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.

2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights,

either permanently or temporarily affixed.

3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.

4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).

5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:

   a. An on-site mobile laboratory or laboratory in close proximity to the Project will be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.

   b. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.

   c. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:

   a. Survey vehicles:
   Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the Project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.

   b. Data Processing Systems:

   Data processing systems shall include hardware and software to:
   1) Performing survey and staking calculations from the design plans and specifications;
   2) Reduce survey data collected with conventional and total station survey systems;
   3) Perform network adjustments for horizontal and vertical control surveys;
   4) Format survey data to be compatible with the Caltrans computer survey and data system.

   c. Drafting equipment and supplies.

   d. Digital calculators.

   e. Hand tools as appropriate for the requested survey work.

f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).

g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.

h. Leveling instruments and equipment:
   1) Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
   2) Suitable level rods for the work to be performed.

i. Distance measuring instruments and equipment:
   1) Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
   2) Prisms, sufficient to perform the required work.
   3) Tapes; steel, cloth.

j. Angle measuring instruments and equipment:
   1) Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
   2) Targets as required to perform the work.

k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.

l. Radio or cellular communications equipment for communication between field office and field crews.

m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

F. MATERIALS TO BE FURNISHED BY SANBAG

1. SANBAG will provide three (3) copies of all Project construction documents including plans, and special provisions, and one (1) copy of all other reports, designer prepared resident engineer files, and contracts. In addition, SANBAG will provide one (1) full size (24" x 36") sets of plans for use in the construction field office as record documents.

2. SANBAG will provide copies of all previously secured permits and Project authorizations.

3. Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the "Manual of Test".

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans Manuals including:

1. Construction Manual and its revisions

2. Bridge Construction Records and Procedures Manual

3. Quality Assurance Program Manual

4. Manual of Traffic Controls for Construction and Maintenance Work Zones

5. Caltrans Standard Specifications and Standard Plans

6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual

7. Manual of Test (3 volumes)

8. Survey Manual

9. District 8 Standard Staking Procedures Manual

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and SANBAG will decide all questions, which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SANBAG Construction Manager.

H. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by SANBAG's construction Contractor including nights and weekends. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for CONSULTANT's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SANBAG Construction Manager.

Unless otherwise directed by SANBAG, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by SANBAG.

I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.

2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.

3. Conduct or participate in tests or third party inspections; except as authorized in writing by SANBAG.

4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.

5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.

6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.

7. Verbally authorize or approve change orders or extra work for the Project.

8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for a specific project. In the development of the Project, SANBAG has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CONSULTANT shall take direction **only** from SANBAG and shall regularly inform **only** SANBAG of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. All oral and written communication with outside agencies or consultants related to the Project shall be directed only to SANBAG. Distribution of Project related communication and information shall be at the sole discretion of SANBAG representatives.

K. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.

2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.

3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways.

4. All safety equipment will be provided by CONSULTANT.

L. BASIS FOR SURVEY AND MONUMENT STAKING

SANBAG will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SANBAG will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments are subject to approval by SANBAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the Project should have the following qualifications:

1. Project Manager

a. A minimum of six (6) years' project management experience on similar construction projects is desired.

b. Accessible to SANBAG at all times during normal working hours.

c. A thorough understanding of Caltrans construction practices and procedures. The Project Manager will assume the following functional responsibilities:

1) Review, monitor, train, and provide general direction for CONSULTANT personnel.
2) Assign personnel to projects on an as-needed basis.
3) Administer personal leave.
4) Prepare monthly reports for delivery to SANBAG.

2. Resident Engineer

a. A minimum of eight (8) years' resident engineer experience on similar construction projects is desired.

b. Licensed Professional Civil Engineer in the State of California.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Accessible to SANBAG at all times including weekends and holidays.

e. Certified as a Qualified SWPPP Developer or Practitioner is desired.

f. A thorough understanding of Caltrans field methods, practices, and construction office procedures. The Resident Engineer will assume the following functional responsibilities:

1) Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
2) Assign field personnel to specific project tasks.
3) Monitor and track Contractor progress.
4) Prepare daily, weekly and monthly reports as required.
5) Coordinate utility relocations with appropriate agencies and the utility inspector.
6) Act as prime field contact between various project Contractors and SANBAG's Construction Manager.

3. Assistant Resident Engineer

a. A minimum of four (4) years' experience on similar construction projects is desired.

b. Licensed Professional Civil Engineer in the State of California.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Accessible to SANBAG at all times including weekends and holidays.

e. Certified as a Qualified SWPPP Developer or Practitioner is desired.

f. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Assistant Resident Engineer shall act under the direction of the Resident Engineer and will assume the following functional responsibilities:

1) Monitor and provide daily direction to CONSULTANT inspection personnel.
2) Assign field personnel to specific project tasks.
3) Monitor and track Contractor progress.
4) Prepare daily, weekly and monthly reports as required.
5) Coordinate utility relocations with appropriate agencies.

4. Lead Field Inspector

a. A minimum of six (6) years' construction inspection experience in public works or similar projects ***or*** a four-year degree in the field of civil engineering, transportation and four years of similar construction experience is desired.

b. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.

c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

d. Ability to direct the efforts of subordinate inspectors.

e. Ability to use an automatic level and transit for the purpose of verifying line and grade.

f. Certified as a Qualified SWPPP Developer or Practitioner is desired.

g. Understanding of Caltrans field and construction office procedures. The Lead Field Inspector will assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.
2) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
4) Maintain accurate and timely Project records. Perform quantity calculations for progress pay estimates.
5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
6) Provide input for the redesign of facilities to fit existing field conditions.
7) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

a. Two (2) years' construction inspection experience in public works or similar projects ***or*** a four-year degree in the field of civil transportation engineering is desired.

b. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.

c. Ability to work independently, Ability to make minor decisions concerning construction work in progress and to solve field and office problems.

d. Ability to use an automatic level and transit for the purpose of verifying line and grade.

e. Certified as a Qualified SWPPP Developer or Practitioner is desired.

f. Understanding of Caltrans construction methods and practices. The Field Inspector will assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans,

specifications, and special provisions on all phases of project construction.

2) Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
3) Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
4) Perform quantity calculations for progress pay estimates and maintain Project records.
5) Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
6) Provide input for the redesign of facilities to fit existing field conditions.
7) Perform construction materials sampling.
8) Perform labor compliance interviews of the Contractors' personnel.

6. Structural Representative or Lead Structural Inspector

a. A minimum of six (6) years' of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil engineering is desired.

b. Licensed Professional Civil Engineer in the State of California.

c. Knowledge of stress analysis, structural mechanics, and strength of materials.

d. Knowledge of Caltrans construction practices and the physical characteristics and properties of various bridge construction materials including concrete.

e. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, cast-in-place wall construction, falsework, and shoring.

f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.

g. Ability to direct the efforts of subordinate inspectors.

h. Ability to use an automatic level and transit for the purpose of verifying line and grade.

i. Thorough understanding of Caltrans field methods, practices, and construction office procedures. The Structural Representative shall assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
2) Make grade, alignment, quantity, falsework, and shoring calculations.
3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the

Project. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.

4) Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5) Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.

6) Direct the daily activities of subordinate inspectors.

7. Structural Inspector

a. A minimum of two (2) years' of bridge design or structural construction inspection as related to Caltrans or major public works projects ***or*** a four-year degree in civil or structural engineering is desired.

b. Knowledge of stress analysis, structural mechanics, and strength of materials.

c. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.

d. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, retaining wall construction, falsework, and shoring.

e. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.

f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

g. Understanding of Caltrans construction methods and practices. The Structural Inspector will assume the following functional responsibilities:

1) Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.

2) Make grade, alignment, quantity, falsework, and shoring calculations.

3) Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.

4) Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. Office Engineer

a. A minimum of two (2) years' experience as an office engineer on similar construction projects is desired.

b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.

c. Knowledge of Caltrans system of document organization.

d. Knowledge of construction records and accounting procedures.

e. Knowledge of documentation, procedures, and reporting for federally funded projects.

f. Knowledge of laws and regulations governing the payment of prevailing wages.

g. The Office Engineer will assume the following functional responsibilities:

1) Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
2) Prepare and process contract change orders.
3) Monitor construction budget and schedule.
4) Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
5) Perform routine calculations and checking of quantities.
6) Coordinate all office activities and functions with SANBAG representatives.

9. Materials Testing/Source Inspection Project Manager

a. A minimum four (4) years' project management experience on a similar highway/bridge construction project is desired.

b. Licensed Civil Engineer in the State of California.

c. Ability to use typical computer programs including word processing and spreadsheets.

d. The materials testing/source inspection project manager will assume the following functional responsibilities:

1) Review, monitor, train, and provide general direction for CONSULTANT's laboratory, field and source inspection personnel.
2) Assign personnel to projects on an as-needed basis in coordination with the Resident Engineer.
3) Administer personal leave, subject to approval of the Resident Engineer.
4) Prepare monthly reports for delivery to the Resident Engineer.
5) Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.
6) Assist SANBAG and Resident Engineer in preparing the project specific Source Inspection Quality Management Plan (SIQMP) for Caltrans review and approval. (Reference Caltrans "Source Inspection Quality Management Plan (SIQMP Outline dated 04/17/12).
7) Provide direction, administration, and responsibility for implementation of the approved SIQMP per Caltrans Construction Procedures Directive (CPD) 08-5 and FHWA Title 23 requirements.

Material testing/source inspection personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the test procedures required for the work involved (and possess a current certificate of proficiency (Form MR-0111) in accordance with Quality Assurance Program Manual (Section 3-5). Independent certification of Caltrans test procedures may be performed at the discretion of the SANBAG Project Manager.

10. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel shall be certified by Caltrans and should have a minimum of two (2) years' experience in conducting material sampling and testing of the type required for the projects involved and possess the following additional capabilities:

a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.

b. Be familiar with construction practices and be fully aware of construction activities at the Project site.

c. Have knowledge of and comply with safety and health regulations and requirements applicable to the Project.

d. Specific qualifications for technicians are as follows:

1) CONSTRUCTION TECHNICIAN I

a) Performs a variety of semi-skilled activities. Examples of duties assigned to this classification are:

i. Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.

ii. Sampling and transporting produced construction materials from point of application or production to testing laboratory.

b) Knowledge and Skills Required

i. Knowledge of tools, equipment and vehicles utilized in construction.
ii. Knowledge of standard equipment and materials used for the sampling and testing of construction material.
iii. Knowledge of basic mathematics used in the computation of a variety of construction items.
iv. Knowledge of record keeping, preparing of documents and reports.

2) CONSTRUCTION TECHNICIAN II

a) Performs a variety of skilled activities. Examples of duties assigned to this classification are:

i. Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
ii. Collect and analyze soil samples of construction materials to determine compaction and moisture content.
iii. Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
iv. Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.
v. Answers questions and resolves problems.
vi. Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
vii. Keeps daily diary of work progress.
viii. Prepares reports on all field inspections and submits project quantities on a daily basis.
ix. Keeps accurate documentation for force accounts and possible claims.

b) Knowledge and Skills Required

i. All knowledge and skills required of lower classification.
ii. Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
iii. Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

3) <u>CONSTRUCTION TECHNICIAN III</u>

a) Exercises considerable independent judgment within general Caltrans standards and guidelines. Examples of duties assigned to this classification are:

i. Inspect Project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
ii. Perform a variety of structural material tests and inspections.
iii. Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
iv. Participates in the preparation of completed work estimates, to calculate compensation due contractor.
v. Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.

vi. Supervises all work activities involved in construction projects, laboratory, and quality control work.
vii. Recommends approval of proposed Project changes.

b) Knowledge and Skills Required

i. All knowledge and skills required of lower classifications.
ii. Knowledge of the principles and practices of Civil Engineering as applied to the construction of state highways.
iii. Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
iv. Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
v. Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

11. Construction Surveying Project Manager

a. A minimum four (4) years' project management experience on similar construction projects is desired.

b. Licensed Surveyor or pre-January 1, 1982 Registered Professional Engineer in the State of California.

c. Accessible to the Resident Engineer and SANBAG at all times during normal working hours as specified in this Scope of Services.

d. Under the direction of the Resident Engineer, the Project Manager will be responsible for:

1) Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
2) Assign personnel to projects on an as-needed basis.
3) Administer personal leave, subject to approval of the Resident Engineer.
4) Prepare monthly reports for delivery to the Resident Engineer.

12. Field Party Chief(s)

a. The person(s) holding the position of Party Chief shall meet at least one of the following licensing requirements:

1) A licensed Land Surveyor in the State of California.
2) A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.
3) An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982 Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of

the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).

b. The Party Chief(s) should have a minimum two (2) years' survey experience on similar construction projects and possess the following additional capabilities:

1) Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
2) Ability to make effective decisions concerning field problems and work in progress.
3) Familiarity with typical coordinate geometry computer programs.
4) Familiarity with safety requirements for surveying near traffic.

c. The Party Chief(s) will assume the following responsibilities:

1) Perform construction staking services for Project construction.
2) Administer day to day activities for the survey party.
3) Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
4) Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

13. Survey Crews

a. Qualifications for survey crew members should include the following:

1) A minimum of one (1) year of survey experience on similar construction projects is desired.
2) Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
3) Ability to assist Party Chiefs and office personnel in all required surveying work.
4) One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.

b. Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:

1) Perform basic calculations to support construction staking.
2) Maintain continuous communication with Party Chiefs and office personnel.

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 38

Date: April 11, 2013

Subject: I-15/I-215 Devore Interchange (Devore) Design Build project change orders

Recommendation:* Authorize staff to negotiate with California Department of Transportation (Caltrans) on two change orders for the Devore Design Build project with an estimated combined cost of approximately $12 million.

Background: Detailed design is continuing on the Devore Design Build project with a construction notice to proceed anticipated within the next month. SANBAG currently has a construction cooperative agreement C12216 which was approved at the April 4, 2012 Board meeting. This agreement defines roles and responsibilities during the design-build phase of work and provides funding commitments whereby SANBAG is committing Measure I Cajon Pass funds as well as State and Federal funding to the project. As part of the agreement, Caltrans will be the lead agency but, SANBAG will review and concur on all change orders over $100,000. There are two potential change orders currently on the project which exceed this $100,000 amount.

Change Order One Pending change order one is for approximately $3.5 million to construct retaining walls in order to preserve two existing properties and eliminate the need for relocation of a portion of a utility corridor on the north side of I-15 between the I-15/I-215 interchange and Kenwood Avenue. The anticipated cost for right of way and utility relocations is currently estimated at

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1304a-ds

$6 to $7 million. As a result, the implementation of this change order could result in overall project cost savings of $2.5 to $3.5 million. One of the properties has already been acquired due to the aggressive schedule to deliver the right of way. If the walls are constructed it will allow SANBAG to sell the property as it would no longer be needed for the project.

SANBAG has a cooperative agreement with Caltrans for the right of way phase of the project as well. Agreement C11103 was approved by the SANBAG Board in December, 2010. This agreement specifies SANBAG as the implementing agency for the right of way phase and responsible for funding all right of way capital and support costs. The funding source is Measure I Cajon Pass funds. As stated above, while this proposed change order would increase the construction cost, there would be a greater saving in right of way costs. Upon final determination of both construction costs and right of way savings, the right of way and design-build cooperative agreements would be amended and brought to the Board at a future date for consideration. Staff is requesting Board approval to proceed with negotiations on this change order and incorporating these changes into amendments to the cooperative agreements.

Change Order Two The second proposed change order is for approximately $8 million to revise the design-builder's design to be compatibility with the future I-15 ultimate corridor facility through the project area. In the project Request for Proposals (RFP) issued early summer, 2012, provisions were given to preserve median area for a planned future corridor based on the baseline alternative 3A. The selected design builder proposed alternative technical concepts that were conditionally approved. These concepts reconfigured and utilized some of the median area and resulted in overall project savings of over $30 million in construction costs and reduced the right of way. As these concepts have been developed and the conceptual development of the ultimate corridor facility has evolved, it has been determined some adjustment of the design builder's plans will be required. This change order includes the lengthening of two bridges, higher retaining walls, pavement rework, staging changes, and additional earthwork to incorporate the ultimate facility, as well as schedule impacts. This change order will minimize throw away work when the future facility is constructed. Staff will continue to work with Caltrans finalizing an independent cost estimates and analyzing the schedule.

It is anticipated that due to the design builders' alternative technical concepts, a reduction in right of way and utility relocation costs will be realized that would be somewhat comparable to the increased costs with change order two. Once costs are finalized for change order one and two, amendments to both the right of way and construction cooperative agreements will be brought to the Board for consideration. Staff requests approval to negotiate with Caltrans on this change order with Design Builder to incorporate the ultimate facility.

Financial Impact: These actions are consistent with the current fiscal year budgets. Upon better definition of construction and right of way costs, cooperative agreements with be amended to reflect cost adjustments between phases.

Reviewed By: This item has not had prior Policy Committee or Technical Advisory Committee review.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 39

Date: April 11, 2013

Subject: Glen Helen Parkway Grade Separation Project

Recommendation:* Approve an increase to the Glen Helen Grade Separation Project allocation from $12,804,670 to $14,891,198 to be funded with $7,719,198 in Measure I 2010-2040 Valley Major Street Program Bond funds and $7,172,000 in Trade Corridor Improvement Funds.

Background: In July 2008, SANBAG began its partnership with the County of San Bernardino to deliver the Glen Helen Parkway Grade Separation construction project. SANBAG entered into cooperative agreements with the County covering the project's design and right of way phases, C08211 and C10227, respectively. The Construction Agreement C12229 for the project was approved by the Board of Directors in July 2012 defining the funding shares, responsibilities and stipulations for the construction work. Additionally, the Board of Directors approved a total SANBAG funding commitment of $12,804,670, including up to $5,632,670 in Measure I 2010-2040 Valley Major Street Program Bond funds.

On March 5, 2013, the County received construction bids for the project. Based on reconciliation of all known costs at this time, including $2,900,000 for future tie in work, the low bid for the project exceeded the estimate used for development of the construction cooperative agreement. As the lead agency, the County will seek reimbursement from SANBAG for the 72.2% public share

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1304g-az

contribution toward eligible projects costs. SANBAG's revised estimated share of the eligible construction phase costs is $14,891,198.

	Estimated Total Cost	Authority Public Share (72.2%) Includes TCIF	County Share (27.8%)	BNSF/UPRR* Share
Original	$19,735,000	$14,248,670	$5,486,330	$2,000,000
Revised	$22,944,928	$14,891,198	$5,733,730	$2,320,000

*BNSF/UPRR funds buy down the total cost of the project and then the public share/development shares are applied.

In accordance with the cooperative agreement C12229, if upon opening of bids it is found that a cost overrun exceeding 10% of the estimated costs will occur, the County may award the construction capital contract; however, SANBAG shall not be responsible for any cost in excess of 10% of the estimated cost unless SANBAG's Board of Directors approves an additional allocation.

Staff is recommending approval of a total allocation of $14,891,198 for the Glen Helen Grade Separation Project, including $7,719,198 in Measure I 2010-2040 Valley Major Street Program Bond funds, which is an increase of $2,086,528 over the previous allocation, and $7,172,000 in Trade Corridor Improvement Funds (TCIF) which remains the same.

The California Transportation Commission allocated the TCIF on March 5, 2013. The County is scheduled to award the construction contract on May 7, 2013.

Financial Impact: This item is consistent with the SANBAG Fiscal Year 2012/2013 budget. The funding source is Measure I Major Streets Program – Grade Separation Sub-Program, Task No. 0869.

Reviewed By: This item has not been reviewed by any Policy Committee or Technical Advisory Committee.

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

AGENCY REPORTS

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

March 8, 2013

Members of the Governing Board:

Chairman
Dr. William A. Burke
Speaker of the Assembly
Appointee

Vice Chairman
Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

Michael D. Antonovich
Supervisor, Fifth District
County of Los Angeles

Ben Benoit
Councilmember, Wildomar
Cities of Riverside County

John J. Benoit
Supervisor, Fourth District
County of Riverside

Michael A. Cacciotti
Councilmember, South Pasadena
Cities of Los Angeles County/
Eastern Region

Josie Gonzales
Supervisor, Fifth District
County of San Bernardino

Joseph K. Lyou, Ph.D.
Governor's Appointee

Judith Mitchell
Mayor Pro Tem, Rolling Hills Estates
Cities of Los Angeles County/
Western Region

Shawn Nelson
Supervisor, Fourth District
County of Orange

Dr. Clark E. Parker, Sr.
Senate Rules Appointee

Jan Perry
Councilmember, 9th District
City of Los Angeles Representative

Miguel A. Pulido
Mayor, Santa Ana
Cities of Orange County

To: Mayors and Councilmembers

From: Denis R. Yates, Mayor/City of Chino
Vice Chairman, South Coast AQMD Governing Board
Representative, Cities of San Bernardino County

Attached are agenda items on the March 1, 2013 SCAQMD Governing Board meeting, and a preview of the item(s) for discussion at the April 5, 2013 meeting.

PUBLIC HEARING ITEMS AT MARCH BOARD MEETING:

- **Receive Public Input on Executive Officer's Priority Goals for FY 2013-14**

  A set of priority goals for the FY 2013-14 Budget has been developed. The Executive Officer wishes to receive public and Board Member input on these priority goals and objectives as they serve as the foundation of SCAQMD's Work Program.

  VOTES: 9 Yes, 0 No, 0 Abstain, 4 Absent

- **Amend Rule 102 - Definition of Terms**

  The proposed amendment would exempt two compounds from the VOC definition of the rule. The U.S. EPA has already exempted these compounds from the federal VOC definition because of their negligible photochemical reactivity levels.

  VOTES: 9 Yes, 0 No, 0 Abstain, 4 Absent

- **Annual RECLAM Audit Report for 2011 Compliance Year**

  The annual report on the NOx and SOx RECLAIM program is prepared in accordance with Rule 2015 – Backstop Provisions. The report assesses emission reductions, availability of RECLAIM Trading Credits (RTCs) and their average annual prices, job impacts, compliance issues, and other measures of performance for the eighteenth year of this program. In addition, recent trends in trading future year RTCs are analyzed and presented in this report. Further, a list of facilities that did not reconcile their emissions for the 2011 Compliance Year is included with the report.

  VOTES: 10 Yes, 0 No, 0 Abstain, 3 Absent

- **Approve and Adopt Technology Advancement Office Clean Fuels Program Annual Report and Plan Update**

  As a requirement of the Clean Fuels Program funding, the Technology Advancement Office must submit to the Legislative Analyst by March 31st of each year an approved Annual Report for the past year and a Plan Update for the current calendar year. Staff has reviewed the Clean Fuels Program with the Clean Fuels Advisory Group, the Technology Advancement Advisory Group, and other technical experts. Additionally, staff presented the 2013 Clean Fuels Program Draft Plan Update to the Board for review and comment at its October 5, 2012 meeting. At this time, staff is submitting the final Technology Advancement Clean Fuels Program Annual Report for 2012 and the 2013 Plan Update for Board approval.

  VOTES: 10 Yes, 0 No, 0 Abstain, 3 Absent

PUBLIC HEARINGS SET FOR APRIL BOARD MEETING:

April 5, 2013

- **Adopt Proposed Rule 1148.2 - Notification and Reporting Requirements for Oil and Gas Wells and Chemical Suppliers**

  Proposed Rule 1148.2 establishes requirements for owners or operators of onshore oil and gas wells within SCAQMD's jurisdiction to notify the Executive Officer when conducting activities such as well drilling, well reworking, hydraulic fracturing, and other well completion activities. The proposed rule also proposes reporting requirements on the chemicals used as well as air quality-related operations involved in the well activities. This proposed rule will also impact suppliers of chemicals and additives used in drilling, rework, and well completion fluids. (Reviewed: Stationary Source Committee, January 18, 2013)

Clean Transportation
Funding from the MSRC
Mobile Source Air Pollution Reduction Review Committee

REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Larry McCallon, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of key issues addressed at the MSRC's meeting on February 21, 2013. The MSRC's next meeting is scheduled for Thursday, March 21, 2013, at 2:00 p.m. in Conference Room CC8.

Meeting Minutes Approved
The MSRC unanimously approved the minutes from its January 17, 2013 meeting.

Issue First Program Announcement under FY 2012-14 Work Program
As part of its two year FY 2012-14 Work Program, the MSRC set aside $4 million in funding for another Major Event Center Transportation Program to assist major event centers not currently served by sufficient transportation service. Based on the success of this element in the last two work programs and upcoming near-term events, the MSRC asked its staff to fast-track the solicitation document to implement this element. At its February 21, 2013 meeting, the MSRC considered the Program Announcement for this program and unanimously approved its release. Only event centers with occupancy capacity of at least 5,000 and average attendance of at least 2,000 are eligible. They must also demonstrate that the center is impacted by traffic to the extent that the design capacity of the community is exceeded. There is a $250,000 per county geographic minimum; if a county has not utilized its geographic minimum after the PA closes, the funding will become available to the other three counties on a first-come, first-served basis. Additionally, the cap per entity is $2 million; and per event center, $1.2 million. The MSRC can, however, waive these caps if sufficient meritorious proposals are not received. The PA would open March 1, 2013 and close September 30, 2014. Applications will be accepted and may be funded throughout the open period. This item will be considered by the SCAQMD Board at its March 1, 2013 meeting.

Alternative Fuel School Bus Incentive Awarded
The MSRC set aside $1.5 million in its FY 2011-12 Work Program to continue its Alternative Fuel School Bus Incentives Program, providing incentives ranging from $15,000 to $45,000 per bus, depending on model. Three pre-qualified school bus

vendors, one of which is A-Z Bus Sales, participate in the program offering incentives for alternative fuel school buses. At its January 17, 2013 meeting, the MSRC unanimously awarded A-Z Bus Sales an additional $45,000 to fulfill an order for Murrieta Valley Unified School District. Subsequently, Murrieta withdrew their purchase order. A-Z Bus Sales has asked to substitute the bus incentive award from Murrietta to Tumbleweed Transportation. At its February 21, 2013 meeting, the MSRC unanimously approved this request. This item will be considered by the SCAQMD Board at its March 1, 2013 meeting.

Exercise Option for Website Maintenance

The MSRC contracts with an outside vendor to host and maintain its website – www.cleantransportationfunding.org. The contract with the vendor – Mineral Studios – includes an option to extend the contract and continue the services for another two years. MSRC staff reviewed Mineral's performance over the last two years and determined they were doing very well hosting and maintaining the site and recommended the MSRC exercise the option. At its February 21, 2013 meeting, the MSRC unanimously approved exercising the two-year option and augmenting the contract with an additional $17,200 to fund the work as part of the FY 2012-14 AB 2766 Discretionary Fund Work Program. This item will be considered by the SCAQMD Board at its March 1, 2013 meeting.

Throughput Issue with Alternative Fuel Infrastructure Contracts

The MSRC has been offering co-funding for alternative fuel infrastructure since its early years. Traditionally, the contracts included fuel dispensing throughput requirements and penalty pay-back clauses if throughput requirements are not met; this is consistent with the SCAQMD's alternative fuel infrastructure contracts. However, projects funded in the last several years have been severely impacted by the economic situation, making it increasingly more difficult for contractors to meet their throughput requirements for various reasons ranging from inability to attract alternative fuel fleets and/or move forward with alternative fuel vehicle purchases. Some projects have fallen short of the throughput requirement by very small margins while others have fallen short by larger margins. In all cases, the stations have been constructed and fully operational. However, the throughput provisions have not been met.

Imposing penalties on these contractors, which include both public and private entities, could cause considerable financial hardship for many of these entities and could perhaps result in closure of stations. There is a strong desire to keep the stations in operation. As such, the MSRC asked its staff to consult with SCAQMD program and legal staff to identify various alternative remedies rather than imposing the pay-back clause. At its February 21, 2013 meeting, the MSRC was presented with a number of options which could be implemented on a case-by-case basis in lieu of imposing penalties, some of

which could actually achieve additional benefits. The MSRC unanimously approved the proposed approach and requested staff to move forward to work with contractors that potentially have a throughput shortfall and identify alternative remedies. The MSRC will be kept apprised of the final outcome for each contract through the MSRC Contracts Administrator's Report included in its monthly agenda.

Contract Modification Requests
The MSRC considered three contract modifications as follows:

1. For County of Los Angeles, Dept. of Public Works, Contract #MS08018, which provides $90,000 towards the purchase of three advanced technology heavy-duty CNG vehicles, approval of an 18-month contractual term extension and vehicle substitution (street sweepers instead of trucks) along with reduction in scope and value;
2. For County of Los Angeles, Dept. of Public Works, Contract #MS09026, which provides $250,000 towards repowering five off-road vehicles, approval of an 18- month contractual term extension and vehicle substitution (rubber tired loaders instead of wheel loaders) along with reduction in scope and value; and
3. For Elham Shirazi Contract #MS10025,which provides $199,449 to conduct a Telework Demonstration Program, approval of a six-month, no-cost contractual term extension.

Contracts Administrator's Report
The MSRC's AB 2766 Contracts Administrator provides a written status report on all open contracts from FY 2003-04 through the present.

ADDITIONAL INFORMATION

SANBAG Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	Energy and Environment	Transportation
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	J. Harrison	J. Harrison		
District 7 (San Bernardino, Highland)	L. McCallon	L. McCallon		
District 8 (Rialto, Fontana)	D. Robertson	D. Robertson		
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton			P. Eaton
District 10 (Chino, Chino Hills, Ontario)	E. Graham		E. Graham	
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	B. Jahn	B. Jahn		
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	Vacant (G. Coleman)	Vacant (G. Coleman)		
San Bernardino County	G. Ovitt			G. Ovitt
SANBAG Acting as County Transportation Commission	A. Wapner			A. Wapner
SANBAG Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Julie McIntyre Vacant (Mike Leonard) Ray Musser	Diane Williams Vacant (E. Scott)	R. McEachron Vacant (A. Wapner)

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives' terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years.

Stipend Summary

SCAG Regional Council members receive a $120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement ($150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a $120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 818 West 7th Street, 12th Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
General Policy Committee Membership consists of the following: SANBAG President, Vice President, and Immediate Past President 4 East Valley (3 City, 1 County) 4 West Valley (3 City, 1 County) 4 Mt/Desert (3 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. All Policy Committee and Board Study Session Chairs are included in this policy committee. All City members serving as Board officers, Committee chairs, or Board Study Session Chair, are counted toward their subareas City membership. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the General Policy Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of $25,000 with notification to the Board of Directors.	Mike Leonard, Hesperia, Vice President (Chair) Janice Rutherford, Supervisor, President (Vice Chair) Larry McCallon, Highland, Past President <u>West Valley</u> L. Dennis Michael, Rancho Cucamonga Ed Graham, Chino Hills Dennis Yates, Chino Gary Ovitt, Supervisor <u>East Valley</u> Pat Morris, San Bernardino (Chair - CRTC) Richard Riddell, Yucaipa (Chair – MPC) James Ramos, Supervisor <u>Mountain/Desert</u> Julie McIntyre, Barstow (Chair - MDC) Jim Harris, Twentynine Palms Robert Lovingood, Supervisor	6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013 6/30/2013
Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member	Pat Morris, San Bernardino* (Chair) Paul Eaton, Montclair* (Vice Chair) Pete Aguilar, Redlands Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland** L. Dennis Michael, Rancho Cucamonga Ray Musser, Upland James Ramos, Supervisor Richard Riddell, Yucaipa Alan Wapner, Ontario**	Indeterminate (6/30/2013) Indeterminate (6/30/2013) 12/31/2014 12/31/2013 12/31/2013 Indeterminate 12/31/2013 12/31/2013 12/31/2014 12/31/2014 Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Julie McIntyre, Barstow (Chair) Edward Paget, Needles (Vice Chair) Curt Emick, Apple Valley Jim Harris, Twentynine Palms George Huntington, Yucca Valley Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Robert Lovingood, Supervisor Ryan McEachron, Victorville James Ramos, Supervisor Janice Rutherford, Supervisor Cari Thomas, Adelanto	Indeterminate (6/30/2013) Indeterminate (6/30/2013) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

Policy Committee Meeting Times

General Policy Committee	Second Wednesday, 9:00 a.m., SANBAG Office
Commuter Rail & Transit Committee	Third Thursday, 12:00 noon, SANBAG Office
Mountain/Desert Committee	Third Friday, 9:30 a.m., Apple Valley

NOTE: Policy Committee meetings will not be held in July of each year (effective 9/5/12).

Board of Directors Study Sessions for Metro Valley Issues

STUDY SESSION	PURPOSE	MEMBERSHIP	TERMS
Board of Directors Study Sessions for Metro Valley Issues Refer to SANBAG Policy 10007.	To review, discuss, and make recommendations for actions to be taken at regular meetings of the Board on issues relating to Measure I Projects in the Valley.	Board of Directors Dick Riddell, Yucapa (Chair) Michael Tahan, Fontana (Vice Chair)	 6/30/2013 6/30/2013

Meeting Time: Second Thursday, 9:00 a.m., SANBAG Office

Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan

COMMITTE	PURPOSE	MEMBERSHIP	TERMS
Independent Taxpayer Oversight Committee (ITOC) Review of Measure I Expenditure Plan The ITOC shall provide citizen review to ensure that all Measure I funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provison of the Expenditure Plan and Ordinance No. 04-01.	The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional auditfs for consideration which the ITOC believes may improve the financial operation and integrity of program implementation. The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Board meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.	Richard Haller Rod Johnson Norman Orfall Craig Scott Larry Sharp Ray Wolfe, Ex-Officio In addition to the appointed members, the SANBAG Executive Director will serve as an ex officio member.	12/31/12 12/31/12 12/31/14 12/31/14 12/31/14

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Audit Subcommittee of the Administrative Committee In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.	The responsibilities of the Audit Subcommittee shall be to: • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.	Audit Subcommittee (for FY 2011-2012 Audit) - SANBAG President – Janice Rutherford, Supervisor - Vice President – Mike Leonard, Hesperia - Immediate Past President – Larry McCallon, Highland - Presidential Appointment – Walt Stanckiewitz, Grand Terrace
Ad Hoc Committee on Litigation with San Bernardino County Flood Control District In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development. In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.	Review and provide guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.	Pat Morris, San Bernardino, Chair Richard Riddell, Yucaipa Larry McCallon, Highland
Bylaws In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's bylaws and recommend changes to strengthen SANBAG's corporate governance	Review SANBAG's bylaws and make recommendations to the Board on any necessary changes.	Rhodes "Dusty" Rigsby, Loma Linda - Chair Pat Morris, San Bernardino Mike Leonard, Hesperia Larry McCallon, Highland
Budget Process In July 2012, the SANBAG Board President appointed this ad hoc committee to review SANBAG's budget preparation process and final budget document and make recommendations to help improve communication and transparency of SANBAG's budget to elected officials and the general public.	Review SANBAG's budget adoption process and final budget document and make recommendations on changes to improve the process and the final budget document to make them more useful and informative to Board Members and the public.	Pete Aguilar, Redlands - Chair Kevin Ryan - Principal Transportation Planner, City of Fontana Sam Racadio – Council Member, City of Highland Mike Podegracz, P.E. – City Manager, City of Hesperia
Contracting Process In July 2012, the SANBAG Board President appointed this ad hoc committee to strengthen SANBAG's procurement policies and procedures.	Review SANBAG's contracting policies and procedures and make recommendations to improve them.	Michael Tahan, Fontana - Chair Robert Lovingood, Supervisor Julie McIntyre, Barstow Walt Stanckiewicz, Grand Terrace Dennis Yates, Chino Alan Wapner, Ontario

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Omnitrans Comprehensive Operational Analysis In January 2013, the SANBAG Board President appointed this ad hoc committee to work with Omnitrans Board members to review the Comprehensive Operational Analysis (COA) of Omnitrans and to make recommendations based on the COA review.	Review the Comprehensive Operational Analysis of Omnitrans and make recommendations to address projected fiscal shortfalls associated with Omnitrans operations and capital projects.	Janice Rutherford Supervisor Dick Riddell, Yucaipa Alan Wapner, Ontario Pat Morris, San Bernardino Deborah Robertson, Rialto Penny Lilburn , Omnitrans
Right of Way In February 2013, the SANBAG Board President appointed this ad hoc committee	Review Right of Way policies and make recommendations on changes and signature authority limits.	Curt Emick, Apple Valley James Ramos, Supervisor Deborah Robertson, Rialto Michael Tahan, Fontana
Legislative In March 2013, the SANBAG Board President appointed this ad hoc committee. This committee will consist of the SANBAG Board Officers.	Review proposed legislation at the state and federal level. Provide direction to staff on positions consistent with the Board-adopted legislative platform.	SANBAG President – Janice Rutherford, Supervisor SANBAG Vice President – Mike Leonard, Hesperia SANBAG Immediate Past President – Larry McCallon, Highland

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.	SANBAG's Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SANBAG's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act Committee.	Meets on the first Thursday of each month at 10:00 AM, at SANBAG.
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities: (1)Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4)Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.	Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.	The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff. Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act Committees.	Varies with the PDT, at SANBAG.

SANBAG Acronym List

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

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

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

San Bernardino Associated Governments

Governments
SANBAG
Working Together

MISSION STATEMENT

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

- Improve cooperative regional planning

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

- Strengthen economic development efforts

- Exert leadership in creative problem solving

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

Approved June 2, 1993
Reaffirmed March 6, 1996

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 36

Date: April 11, 2013

Subject: Project Plans, Specifications, and Estimates and the Construction and Maintenance Agreement for the Laurel Street Grade Separation Project

Recommendation:* San Bernardino County Transportation Commission:

1. Approve three-party Construction and Maintenance Agreement No. C13016 with the BNSF Railway Company and the City of Colton for the Laurel Street Grade Separation Project in the amount of $14,772,066 for railroad work, flagging, inspection, and right-of-way; and San Bernardino Associated Governments will receive a contribution of $5,367,336 from BNSF Railway Company towards the overall project cost.
2. Authorize the Executive Director to execute Right of Way Easement Agreements and other such documents to implement the purposes of Construction and Maintenance Agreement No. C13016.
3. Approve the Laurel Street Grade Separation Project Plans, Specifications, and Estimates package.
4. Authorize the Director of Project Delivery to advertise Invitation for Bids No. C13121 to obtain construction bids for the Laurel Street Grade Separation Project.
5. Authorize staff to proceed directly to the Board without prior Metro Valley Study Session approval for the award of Construction Contract No. C13121.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1304c-pm

Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13016.doc

San Bernardino County Transportation Authority:

6. Approve programming change for the Laurel Street Grade Separation Project in the City of Colton to increase total Measure I Major Streets Bond Funds commitment from $8,520,000 to $11,455,148, an increase of $2,935,148.

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

On August 4, 2010, the SANBAG Board of Directors approved the nomination of the Laurel Street Grade Separation project to receive funding through the State's Proposition 1B Trade Corridor Improvement Fund (TCIF) program. On November 4, 2010, with the recommendation of the Southern California Consensus Group, the California Transportation Commission (CTC) approved the programming of approximately $11.9M for the construction phase of the project. On March 6, 2013, the SANBAG Board of Directors approved an amendment to the Laurel Street Grade Separation programming by increasing the amount of TCIF on the project by approximately $11.2M resulting in a new programmed TCIF amount of approximately $23.2M on the project. According to the TCIF program requirements, the TCIF funds must be allocated by the CTC by not later than the June 2013 CTC meeting and construction must begin by end of the 2013 calendar year. Staff plans to request allocation of the TCIF funds for this project at the May 2013 CTC meeting to ensure we meet these TCIF requirements.

Recommendation 1 and 2: To proceed with construction of the project, staff is recommending approval of the three-party Construction and Maintenance agreement No. C13016 with the City of Colton, and BNSF. The terms of the subject Construction and Maintenance agreement are given below. The execution of this Construction and Maintenance agreement is required to certify the right-of-way for this project.

At a project cost, BNSF will perform railroad work within the BNSF railroad corridor. The railroad work consists of construction, maintenance, and removal of a temporary three-track rail shoo-fly, construction of a temporary three-track and temporary two-track cantilever signal structures, and construction of other related improvements such as relocation of signal controller housing and relocation of conduits. Also included in the railroad work, is the costs for railroad flagging and inspection associated with monitoring and regulating construction work adjacent and on this very busy railroad corridor. The estimated amount of this railroad work is $11,040,468.

At a project cost, SANBAG will acquire a temporary construction easement to accommodate construction of the project and acquisition in fee of areas required to construct a portion of a permanent storm water basin and a storm water pump station. The cost of the temporary construction easement and the acquisition for the storm water basin and pump station is $740,604.

As a goodwill payment, SANBAG will pay BNSF a lump sum amount of $3,000,000 to mitigate railroad operational impacts during construction due to a temporary loss of track lengths for three mainline tracks, a "B-Yard" lead track, and an auto lead track. Due to the grade separation project being located adjacent to the San Bernardino BNSF Intermodal Yard, the impacts to railroad operations during construction of the project are much greater than other typical grade separation projects. This compensation is similar to a goodwill payment made to other businesses if a project impacts their operation.

The impact to the mainline is due to the relocation of the railroad signal temporarily during construction. Moving the railroad signal moves the railroad "control point" which impacts the railroad's capacity to store 10,000-foot trains in this block. According to BNSF, they hold longer trains within this block to allow shorter, faster trains with time penalties for late delivery to pass. BNSF staff mentioned that this would impact railroad operations as far north as Barstow. BNSF also reported that there are about twenty-five 10,000-foot trains that cross Laurel Street a week.

The loss of track length on the Auto Yard lead will require BNSF to add an additional crew each day to assemble trains in this area. They estimated this cost to be $9,000 to $10,000 per day. Construction of the project is estimated to take 18 months, which equates to an estimated total cost just for the additional crew of over $4 million. In addition, the loss of track length and train storage capacity on the B-Yard lead will also require BNSF to use a portion of the main track to assemble the daily train that travels to San Diego. Using the mainline tracks to assemble trains will also affect BNSF operations.

Alternatively, BNSF could defer the penalties for late shipments and additional staffing costs to the project proponent; however, this approach increases the risk to SANBAG for potentially higher unknown future costs. As such, staff recommends the lump sum mitigation payment. It also needs to be noted that BNSF has agreed to reduce the mainline shoo-fly by one track, which has resulted in substantial project construction cost savings estimated at least $1.3M. This does not include the savings if the Auto Yard Lead and B-Yard Lead needed to be included in the shoo-fly. By reducing the number of tracks along the shoo-fly, SANBAG was also able to reduce impacts and associated costs to the Southern

California Regional Rail's Eastern Maintenance Facility which is adjacent to the railroad crossing.

In October 2011, BNSF entered into a funding agreement (C12037) with SANBAG, the City of Colton, and the Union Pacific Railroad (UPRR) related to several rail improvement projects in the City of Colton. Under this agreement, BNSF committed to paying 10% of total Project costs which includes costs for project management, design, Right-of-Way, and construction. Per the agreement, BNSF will contribute these funds towards the project upon completion of construction. BNSF's negotiated lump sum contribution for the project is $5,367,336.

The attached Construction and Maintenance Agreement is in draft form, with the final agreement being distributed at the Board of Directors Meeting.

Recommendation 3: The design for the Laurel Street Grade Separation Project has been completed with concurrence of the railroad design by BNSF and concurrence of the final design package by the City of Colton. A constructability review of the final design plans was completed in February 2013. At this time, staff is recommending the approval of the Plans, Specifications, and Estimates (PS&E) package. This approval is required prior to allocation of TCIF funding by the CTC.

Recommendation 4 and 5: Staff is requesting Board approval to allow the Director of Project Delivery to advertise Invitation for Bids (IFB) for C13121 to obtain construction bids for the project. Staff anticipates advertising this project in May.

Staff is also recommending that the Board allow staff to take the recommendation to award the construction contract to lowest responsive/responsible bidder directly to the SANBAG Board of Directors without prior approval of the Metro Valley Study Session. Staff is making this recommendation to ensure that construction can begin prior to the end of the 2013 calendar year as required by the TCIF program. An early construction award will allow some grading and utility relocations adjacent to the railroad facility to occur prior to the fourth-quarter calendar year restriction of work near any railroad, which begins in October.

Recommendation 6: The cost estimate the TCIF Baseline Agreement did not anticipate the goodwill payment to BNSF and had under-estimated the cost of the railroad work. The current estimate for the cost of the railroad work was provided by BNSF, with payment to BNSF for this work based on actuals. The project cost increase is $3,843,819 from the estimated total cost that was included in the TCIF Baseline Agreement approved by the Board in December 2012. SANBAG's share of the increase is $2,935,148 for a total contribution of $42,297,148. SANBAG's share of the cost increase will be covered with Measure I Major

Street bond funds. The project cost increase remains consistent with Funding Agreement C12053 between the City of Colton, UPRR, and BNSF. Recommend the approval of the additional funds.

Financial Impact: This item is consistent with the 2012/2013 Fiscal Year Budget. As described by Recommendation 6, a programming increase is required to fully fund the project. Funding sources are Trade Congestion Relief Program funds, Measure I Major Local Streets funds, and with City of Colton, BNSF, and UPRR funds.

Reviewed By: This item has not had prior Policy Committee or Technical Advisory Committee review.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13016 Amendment No. 0

By and Between

San Bernardino Transportation Commission and BNSF Railway Co. and City of Colton

Contract Description Construction and Maintenance Agmt. for Laurel Street Grade Separation

Board of Director's Meeting Date: 4/11/13 ***(Contract Summary Sheet 1 of 2; Payable Portion)***

Overview of BOD Action: Approve three-party Construction and Maintenance Agreement No. C13016 with the BNSF Railway Company and the City of Colton for the Laurel Street Grade Separation Project in the amount of $14,772,066 for railroad work, flagging, inspection, and right-of-way; and SANBAG will receive a contribution of $5,367,336 from BNSF Railway Company towards the overall project cost.

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

CONTRACT OVERVIEW					
Original Contract Amount	$	14,772,066	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	14,772,066	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	14,772,066

Contract Start Date	**Current Contract Expiration**	**Revised Contract Expiration Date**
April 11, 2013	December 30, 2016	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0884.

☐ A Budget Amendment is required.

How are we funding current FY? TCRP, UPRR, BNSF, and City of Colton

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

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

72.34% TCRP/MSI, 7.7% UPRR, 10% BNSF, and 9.96% City of Cotlon (payable); BNSF 100% (receivable)

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

PAUL MELOLOTON Project Manager (Print Name)		4/2/13 Date
Garry Cohoe Task Manager (Print Name)	Signature	4.2.13 Date
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13016 Amendment No. 0

By and Between

San Bernardino Transportation Commission and BNSF Railway Co. and City of Colton

Contract Description Construction and Maintenance Agmt. for Laurel Street Grade Separation

Board of Director's Meeting Date: 4/11/13 ***(Contract Summary Sheet 2 of 2; Receivable Portion)***

Overview of BOD Action: Approve three-party Construction and Maintenance Agreement No. C13016 with the BNSF Railway Company and the City of Colton for the Laurel Street Grade Separation Project in the amount of $14,772,066 for railroad work, flagging, inspection, and right-of-way; and SANBAG will receive a contribution of $5,367,336 from BNSF Railway Company towards the overall project cost.

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

CONTRACT OVERVIEW

Original Contract Amount	$	$5,367,336	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	$5,367,336	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	$5,367,336

Contract Start Date	**Current Contract Expiration**	**Revised Contract Expiration Date**
April 11, 2013	December 30, 2016	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0884.

☐ A Budget Amendment is required.

How are we funding current FY? TCRP, UPRR, BNSF, and City of Colton

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

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

72.34% TCRP/MSI, 7.7% UPRR, 10% BNSF, and 9.96% City of Colton (payable); BNSF 100% (receivable)

☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

PAUL MELOLOTON		4/2/13
Project Manager (Print Name)	Signature	Date
Garry Cohoe		4.2.13
Task Manager (Print Name)	Signature	Date
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Contract Administrator (Print Name)	Signature	Date
Chief Financial Officer (Print Name)	Signature	Date

UNDERPASS AGREEMENT

BNSF File No. BF10002932
SANBAG Agreement No. C13016
Laurel Street Underpass
U.S. D.O.T. No.026449C
LS 7602
MP 2.1
San Bernardino Subdivision

This Agreement **("Agreement")** is executed to be effective as of _____ **("Effective Date")**, by and between BNSF Railway Company, a Delaware corporation **("BNSF"),** the City of Colton, a political subdivision of the State of California **("City"),** and the San Bernardino County Transportation Commission **("Commission").**

DRAFT

RECITALS:

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").

WHEREAS, residents adjacent and near the rail lines in the general vicinity of the Colton Crossing, specifically those adjacent to the BNSF rail line north of I-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 jurisdictional limits; and

WHEREAS, in relation to but separate from this Agreement and the Colton Crossing Project, UPRR, the Commission, BNSF, and the City agreed in a Funding Agreement ("Funding Agreement"), approved on or about October 5, 2011, to implement a series of projects necessary to address the noise and circulation issues described above; and

WHEREAS, one of the projects identified in the Funding Agreement is a grade separation at Laurel Street (erroneously referenced in the Funding Agreement as Laurel Avenue) and the BNSF rail line; and

WHEREAS, the grade separation at Laurel Street and the BNSF rail line would improve the existing Laurel Street at-grade crossing by constructing a new crossing at separated grades to be known as the Laurel Street Underpass and designated as the Laurel Street Underpass in Colton, CA. MP 2.1, San Bernardino Sub, LS 7602, D.O.T. No. 026449C; and

WHEREAS, the existing Laurel Street at-grade crossing shall be permanently closed, vacated and removed upon completion of construction and the placing in service of the Laurel Street Underpass; and

WHEREAS, the "Funding Agreement" has established the funding shares for the Laurel Street Grade Separation Project ("Project"); and

WHEREAS, City and Commission have entered into a separate Construction Cooperative Agreement, dated December 7, 2011, (Agreement No. C12037), under which, it has been agreed that Commission shall advertise, administer, and award the construction contract for the Project and the City shall accept and own all acquired right-of-way ("ROW") upon completion of Project construction.

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

AGREEMENT:

ARTICLE I - SCOPE OF WORK

1. The term **"Project"** as used herein includes any and all work related to the construction of the proposed Laurel Street Underpass (hereinafter referred to as the **"Structure"**), more particularly described on Exhibit A—"Map of Structure and Temporary Construction License Right-of-Way", attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation. Additionally, temporary controls during construction shall be in compliance with Section 8A-085, "Temporary Traffic Control Zones" of the Manual of Uniform Traffic Control Devices ("MUTCD"), U.S. Department of Transportation.

ARTICLE II - BNSF OBLIGATIONS

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

1. Upon Commission's payment to BNSF of an administrative fee in the sum of Two Thousand and No/100 dollars ($2,000.00), together with the sum of Four Hundred Eighty-Nine Thousand and Fifty-Seven Dollars ($489,057), BNSF shall grant to Commission, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon the portion of BNSF's right-of-way described further on Exhibit A, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

(a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way, provided such facilities do not materially interfere with Commission's construction of the Project;

(b) Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with Commission's construction of the Project;

(c) Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with Commission's construction of the Project; and

(d) Require Commission or its contractor to execute a Temporary Construction Crossing Agreement, for any temporary crossing requested to aid in the construction of this Project.

The term of the Temporary Construction License shall begin on the Notice to Commence Construction date as set forth hereinafter in Article III, Section 18 and ends on the earlier of (i) substantial completion of the Structure, or (ii) 24 months following the Notice to Commence Construction date. The Temporary Construction License and related rights given by BNSF to Commission 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 Commission for any other purpose. Commission acknowledges and agrees that Commission shall not have the right, under the Temporary Construction License, to use the Structure except for purposes consistent with this Agreement. In the event Commission is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF shall not be liable to Commission 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 Commission herein.

DRAFT

Upon Commission's payment to BNSF of the additional sum of Two Hundred Forty-Four Thousand and Five Hundred Twenty-Nine Dollars ($240,529) such payment to be made within thirty (30) days of the giving of the Notice to Proceed pursuant to Article III, Section 17 of this Agreement, and provided further that Commission is in compliance with the terms and conditions of this Agreement, BNSF shall grant to Commission, its successors and assigns, a permanent easement which shall thereafter be wholly transferred or assigned to City by Commission (hereinafter called the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Structure, substantially in the form of Exhibit B--"Easement Agreement", attached to this Agreement. If Commission fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

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

(a) Procurement of materials, equipment and supplies necessary for the Railroad Work;

(b) Preliminary engineering, design and contract preparation;

(c) Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C—"Flagging Services and Construction Contractor Requirements", attached hereto and incorporated herein;

(d) Furnishing engineering and inspection as required in connection with the construction of the Structure;

(e) Providing a contract project coordinator, at Commission's expense, to serve as a project manager for the Structure;

(f) Providing a structural coordinator and project inspector/coordinator, at Commission's expense, to monitor any construction activities;

(g) Construction and Removal of the three (3) Shoo-fly tracks;

DRAFT

(h) Signal work, including relocation and installation of a temporary wayside signal bridge;

(i) Providing survey control for all track work;

(j) Providing review, at Commission's expense, of plans and specifications for any falsework, shoring, and demolition that may be subsequently submitted to BNSF by Commission or its contractor for approval;

(k) Temporary shortening of the B-yard Lead track, GM Auto Lead track, and Main Track #4 through the installation and removal of crossover tracks including the line over and lining back of the existing storage tracks;

(l) Replacement of the temporarily shortened B-yard Lead track, GM Auto Lead track, and Main Track #4 back to the original alignment; and

(m) Removal of the existing Laurel Street at-grade crossing, including removal of the automatic warning devices, and obliteration of the crossing between the rails and two feet outside thereof.

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

4. Commission agrees to reimburse BNSF's costs for work of an emergency nature caused by Commission or Commission's contractor in connection with the Project which BNSF deems is 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 Commission and Commission agrees to fully reimburse BNSF for all such emergency work.

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

6. During the construction of the Project, BNSF shall send Commission progressive invoices detailing the costs of the Railroad Work performed by BNSF under this Agreement. Commission shall reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF shall send Commission a detailed invoice of final costs, segregated as to labor

and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, Commission shall pay the final invoice within ninety (90) days of the date of the final invoice. BNSF may assess a finance charge of 0.033% per day (7% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges may be assessed on delinquent sums and other charges as of the end of the month and may be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges, if any, shall be noted on invoices sent to Commission under this section. **For purposes of computing the time limits prescribed by Section 911.2 of the California Government Code for the presentment of a claim against the Commission for failure to reimburse BNSF for the costs of the Railroad Work performed by it pursuant to this Agreement, the cause of action shall be deemed to have accrued one hundred and eighty (180) days after the date of the final invoice.**

ARTICLE III - CITY and COMMISSION OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, City and Commission agree as follows:

1. Commission shall furnish to BNSF plans and specifications for the Project. Four sets of said plans (reduced size 11" x 17"), together with two copies of calculations, and two copies of specifications in **English Units**, shall be submitted to BNSF for approval prior to commencement of any construction. BNSF shall give Commission final written approval of the plans and specifications substantially in the form of Exhibit E—"Plans and Specifications Approval Letter", attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications shall become part of this Agreement and are hereby incorporated herein. Approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction, except that such approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF and that such plans and specification are deemed sufficient for BNSF's intended use of the Structure. Such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.

2. City and Commission shall make any required governmental applications and obtain all required government permits and approvals for the construction of the Project.

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

4. City and Commission shall acquire all rights-of-way necessary for the construction of the Project.

5. Commission shall make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (http://www.bnsf.com/communities/faqs/pdf/utility.pdf), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

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

(a) Design and Construction of the Structure;

(b) Removal of any BNSF maintenance buildings if any, foundations and concrete aprons;

(c) All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;

(d) Placement of twelve (12) inches of sub ballast and the initial eight (8) inches of crushed rock ballast on all track roadbeds for the shoo-flies and for the permanent replacement of the main tracks and storage tracks;

(e) Placement of a waterproof membrane on the deck of the Structure, and after the placement of such waterproofing membrane, placement of a layer of crushed rock ballast, not to exceed six (6) inches in thickness, on the deck of the Structure;

(f) Provide suitable drainage, both temporary and permanent;

(g) Installation of a gate in the fence along the geographical eastern boundary of BNSF's right of way in order to provide BNSF with permanent access for maintenance purposes;

(h) Temporary Installation of K-Rail (Jersey) barriers and chain link fencing along Laurel Street, N 8th Street, N 7th Street, and both sides of the tracks and the traveled roadways;

(i) Temporary Installation of a chain link fence barrier separating construction of the Structure from the shoo-fly tracks;

DRAFT

(j) Performance of necessary engineering, grading and staking for the Structure;

(k) Providing of pedestrian and trespasser control during construction;

(l) Design and construction of a permanent roadway across the Structure along the Track #4 to be used for BNSF maintenance access;

(m) Installation and maintenance of an 8-ft. high fence and/or concrete combination (throw fence) on the outside barrier of the Structure; and

(n) Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

7. Commission shall apply and maintain said D.O.T. Crossing number 026449C, and the Public Utility Commission Crossing number 002B-2.10 in a conspicuous location on the Structure.

8. Commission's Work shall be performed by Commission's contractor in a manner that shall not endanger or interfere with the safe and timely operations of BNSF and its facilities.

9. For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of Commission, Commission shall require the subcontractors to comply with the provisions of Exhibit C and execute the agreement attached hereto as Exhibit C-1 "Contractor Letter Agreement". Prior to performing any future maintenance with its own personnel, Commission shall (i) comply with all of BNSF's applicable safety rules and regulations, (ii) require any Commission employee performing maintenance to complete the safety training program at the BNSF's Internet Website, "www.contractororientation.com"; (iii) notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; (iv) procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.

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

11. Commission or its contractor(s) shall submit one reduced size 11" x 17" paper copy, including calculations, expressed in **English Units** of the plans and specifications for proposed shoring, falsework, or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Director Structural Engineering. Commission or its contractor(s) shall submit a PDF copy of the plans and specifications for the proposed

shoring, falsework, or cribbing to both BNSF's Manager Public Projects and BNSF's Director Structural Engineering. The PDF copy with a file size of two (2) megabytes or less should be sent via an email attachment. Should the PDF copy of the plans and specifications exceed two (2) megabytes, a CD (Compact Disk) of the plans and specifications should be sent via overnight mail service to both BNSF offices for approval. The email and mailing addresses are included in Article IV, Section 29. The shoring, falsework or cribbing used by Commission's contractor shall comply with the BNSF Bridge Requirements set forth on Exhibit F, attached to this Agreement and incorporated herein, and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies.

Falsework shall be designed according to the State of California, Department of Transportation FALSEWORK MANUAL available at this Web Site:
http://www.dot.ca.gov/hq/esc/construction/manuals/OSCCompleteManuals/FalseworkManual.pdf

12. Commission shall include the following provisions in any contract with its contractor(s) performing work on said Project:

(a) Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor shall be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor shall also mark all Lines 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 in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

(b) The contractor shall be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The contractor shall cooperate fully with any telecommunications company(ies) in performing such rearrangements.

(c) Failure to mark or identify these Lines shall be sufficient cause for BNSF to stop construction at no cost to Commission or BNSF until these items are completed.

(d) In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of contractor, its

subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.**

13. Commission shall require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefore (i) the provisions set forth in Article III; (ii) the provisions set forth in Article IV, and (iii) the provisions set forth in Exhibit C and Exhibit C-l.

14. Except as otherwise provided below in this Section 14, all construction work performed by Commission for the Project shall be pursuant to a contract or contracts to be let by Commission, and all such contracts shall include the following:

(a) All work performed under such contract or contracts within the limits of BNSF's right-of-way shall be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;

(b) Changes or modifications during construction that affect safety or BNSF operations shall be subject to BNSF's approval;

(c) No work shall be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance;

(d) If it is in Commission's best interest, Commission may direct that the construction of the Project be done by day labor under the direction and control of Commission, or if at any time, in the opinion of Commission, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, Commission may terminate its contract with the contractor and take control over the work and proceed to complete the

same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, Commission will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.

(e) To facilitate scheduling for the Project, Commission shall have its contractor give BNSF's representative, 909-386-4079 a week's advance notice of the proposed times and dates for work windows. BNSF and Commission's contractor shall establish mutually agreeable work windows for the Project. Commission shall inform its contractor that any request for work windows with less than eight (8) weeks advance notice will have a reduced probability of approval. BNSF has the right at any time to revise or change the work windows due to train operations or service obligations. BNSF shall not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

(f) The plans and specifications for the Project shall be in compliance with the Bridge Requirements set forth on Exhibit F.

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

16.

(a) **TO THE FULLEST EXTENT PERMITTED BY LAW, COMMISSION HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS (INCLUDING, WITHOUT LIMITATION, WRONGFUL DEATH AND DAMAGE TO PROPERTY OR PERSONS) AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED (IN WHOLE OR IN PART) TO: (I) THE USE,**

OCCUPANCY OR PRESENCE OF COMMISSION, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE; (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY COMMISSION, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT; (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF COMMISSION, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) COMMISSION'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO COMMISSION PURSUANT TO ARTICLE II OF THIS AGREEMENT; (V) ANY RIGHTS OR INTERESTS GRANTED TO COMMISSION PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT; (VI) COMMISSION'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY; OR (VII) AN ACT OR OMISSION OF COMMISSION OR ITS OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY COMMISSION, OR ANYONE COMMISSION CONTROLS OR EXERCISES CONTROL OVER. THE LIABILITY ASSUMED BY COMMISSION SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OR MISCONDUCT OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, CITY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS (INCLUDING, WITHOUT LIMITATION, WRONGFUL DEATH AND DAMAGE TO PROPERTY OR PERSONS) AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED (IN WHOLE OR IN PART) TO: (I) THE USE, OCCUPANCY OR PRESENCE OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE; (II) THE PERFORMANCE, OR FAILURE

TO PERFORM BY CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT; (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF CITY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE; (IV) CITY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY CITY; OR (V) AN ACT OR OMISSION OF CITY OR ITS OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CITY, OR ANYONE CITY CONTROLS OR EXERCISES CONTROL OVER. THE LIABILITY ASSUMED BY CITY HEREIN IN THIS SECTION SHALL NOT BE LIMITED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OR MISCONDUCT OF BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF BNSF.

17. Commission shall give BNSF's Manager of Public Projects written notice to proceed (**"Notice to Proceed"**) with the Railroad Work after receipt of necessary funds for the Project. BNSF shall not begin the Railroad Work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from Commission. The Notice to Proceed shall reference BNSF's Agreement No. BF10002932.

18. Commission shall give BNSF's Manager of Public Projects written notice to commence construction ("Notice to Commence Construction") when the Commission's Contractor has satisfied the requirements set forth in Article III, Section 12 (c) and before he enters onto BNSF's property to begin construction. The Notice to Commence Construction shall reference BNSF's Agreement No. BF10002932.

19. City and Commission shall perform all necessary work to obtain the permanent closure and vacation of Laurel Street across BNSF's right-of-way and shall barricade the road approaches prior to completion of the Project. BNSF shall cooperate with Commission to achieve the closure and vacation of Laurel Street and shall remove the crossing surface within its right-of-way.

20. Any and all rights-of-way obtained by Commission for the Project shall be transferred to City, without cost to City, immediately upon Project completion. City, Commission, and BNSF agree that upon completion of the Project, City shall own and maintain, at its sole cost and expense, the Structure, the highway approaches, and

appurtenances thereto, lighting, drainage, any access roadways, andBNSF gates installed pursuant to this Agreement.

21. Within thirty (30) days of the Notice to Proceed, SANBAG shall pay to BNSF directly a one-time, lump sum, payment of Three-Million Dollars ($3,000,000) as mitigation for the loss of use during construction of approximately 2,200 feet of storage track resulting from the temporary shortening of the B-yard Lead track, and GM Auto Lead track though Laurel Street, as well as for mitigation for the short train block between BNSF control points at Rana and San Bernardino.

ARTICLE IV - JOINT OBLIGATIONS

IN CONSIDERATION of the promises contained herein, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement shall be performed in a good and workmanlike manner and each portion shall be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF shall be subject to BNSF's written approval from Greg Rousseau, 909-386-4079, prior to the commencement of any such changes or modifications.

2. The work hereunder shall be done in accordance with the Bridge Requirements set forth on Exhibit F and the detailed plans and specifications approved by BNSF.

3. Commission shall require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. At BNSF's sole discretion, any work that would affect train operations may be scheduled at night. The parties hereto mutually agree that BNSF's failure to complete the Railroad Work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies shall not constitute a breach of this Agreement by BNSF and shall not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the Railroad Work in the event of an emergency to provide for the immediate restoration of railroad operations of either BNSF or its related railroads, or to protect persons or property on or near any BNSF owned property. BNSF shall not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation shall not constitute a breach of this Agreement by BNSF.

4. BNSF shall have the right to request any Commission employee or City employee who enters BNSF's property, and because of their incompetence, neglect of duty, unsafe conduct or misconduct they adversely affect BNSF's operations or

facilities, be removed from BNSF's property. In the event Commission or City elects not to honor such request, BNSF may stop work within its property until the matter has been fully resolved to BNSF's satisfaction. The party whose employee has been asked to leave the BNSF's property will indemnify BNSF and the other parties against any claims arising from such removal.

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

Mr. Garry Cohoe
Director of Project Delivery
San Bernardino Associated Governments
1170 W. 3rd Street, Floor 2
San Bernardino, CA 92410
Phone number: (909) 884-8276
Fax number: (909) 388-2002
Email: gcohoe@sanbag.ca.gov

6. Commission shall supervise and inspect the operations of all Commission contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Commission's personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project shall not proceed until Commission corrects the situation to BNSF's reasonable satisfaction. If BNSF believes that the situation is not being corrected in an expeditious manner, BNSF shall immediately notify Garry Cohoe at San Bernardino Associated Governments for appropriate corrective action.

7. Commission's or City's employees, agents, contractors, representatives and invitees shall wear Personal Protective Equipment ("**PPE**") when on BNSF's property during construction of the Project or performing subsequent maintenance after completion of construction. The PPE shall meet applicable OSHA and ANSI specifications. Current BNSF PPE requirements are listed on the web site, www.contractororientation.com. A partial list of BNSF's PPE requirements include; a) safety glasses: permanently affixed side shields; no yellow lenses, b) hard hats with high visibility orange cover, c) safety shoes: hardened toe, above-the-ankle lace-up with a defined heel and d), high visibility retro-reflective orange vests are required as specified by BNSF's representative in charge of the Project. PPE requirements as defined on the web site, will be amended from time to time, and shall take precedence over the Partial list of requirements outlined in this Section 7 of Article IV. Hearing protection, fall protection and respirators will be worn as required by State and Federal regulations.

8. In asmuch as a portion of the Project's funding is contemplated to come from State and/or Local funds, BNSF will contribute a one-time lump sum of five million six-hundred seventy-three thousand, three-hundred sixty-two and No/100 Dollars ($5,367,336), hereinafter referred to as "**BNSF's Share**", which is ten (10%) percent of the total costs for the Project. BNSF's Share shall be based on the total costs for all project management, environmental, design, right-of-way, permitting, mitigation required in relation to permitting and environmental, installation, construction management, and construction costs pursuant Section 6 of the Funding Agreement.

The estimated cost of the Project is fifty-three million, six-hundred and seventy-three thousand, three-hundred sixty-two dollars ($53,673,362), more particularly described (together with BNSF's Share) on Exhibit G – "Laurel Street Grade Separation Project Estimated Total Project Cost" attached hereto and incorporated herein.

Notwithstanding the foregoing, if Federal funds are used to finance the Project, BNSFs Share shall be recalculated for five (5%) percent of the total costs for the Project.

9. BNSF shall make payment in full of BNSF's Share to Commission upon receipt of a detailed invoice of the Project's actual final costs, together with written advice of the project's date of completion as provided for hereinabove in Article III, Section 15.

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

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

DRAFT

12. All expenses detailed in statements sent to Commission pursuant to Article II, Section 6 herein shall comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

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

14. The parties mutually agree that neither construction activities for the Project, nor future maintenance of the Structure once completed, that would interfere with BNSF's rail operations shall be permitted during the fourth quarter of each calendar. Emergency maintenance work shall be permitted only upon prior notification to BNSF's Network Operations Center (telephone number 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

15. Subject to the restrictions imposed by Article IV, Section 14 above, the construction of the Project shall not commence until Commission gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice shall reference BNSF's Agreement No. BF10002932 and shall state the time that construction activities will begin.

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

(a) Notwithstanding anything to the contrary contained in this Agreement, BNSF shall, at its sole cost and expense, accept, own, and maintain its track roadbed, track, railroad drainage, and all other railroad facilities installed on the Structure pursuant to the Project (including the Railroad Work);

(b) Notwithstanding anything to the contrary contained in this Agreement, City shall own and maintain, at its sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways, and BNSF access gates installed pursuant to this Agreement. BNSF may, at its option, perform maintenance or repairs on the Structure in order to avoid conflicts with train operations. BNSF shall

notify City prior to performing any such maintenance or repairs on the Structure. In the event such maintenance involves emergency BNSF shall notify City at its earliest opportunity. City shall fully reimburse BNSF for the costs of maintenance or repairs performed by BNSF pursuant to this subsection (b).

(c) City shall perform the necessary work to obtain the permanent closure of the Laurel Street at-grade crossing;

(d) City shall, at City's sole cost and expense, keep the Structure painted and free from graffiti;

(e) City shall apply and maintain vertical clearance signs which consistently and accurately describe the minimum actual vertical clearance from the bottom of the Structure to the top of any pavement;

(f) Commission shall reimburse BNSF for the cost of track surfacing due to settlement caused by the construction of the Structure for a period not to exceed two (2) years from the date of final inspection pursuant to Article III, Section 15;

(g) City shall provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto;

(h) It is expressly understood by City and BNSF that any right to install utilities on or in the Structure shall be governed by a separate permit or license agreement between the parties hereto;

(i) City shall keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals to the extent practicable; and

(j) If City (including its contractors and agents) or BNSF, on behalf of City, performs after Project completion, any (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then City or its contractors and/or agents shall procure and maintain the following insurance coverage, which may be changed from time to time:

Railroad Protective Liability insurance naming only BNSF as the Insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in

DRAFT

the aggregate. The policy shall be issued on a standard ISO form CG 00 35 12 04 and include the following:

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

As used in this subsection (i), "***BNSF***" means "Burlington Northern Santa Fe, LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each. In lieu of providing a Railroad Protective Liability Policy, City may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy if available to City or its contractors. The limits of coverage are the same as above.

17. City hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from City property to BNSF tracks for maintenance purposes only.

18. Within 90 days of the conclusion of the Project and final acceptance by BNSF, Commission must provide to BNSF and to City a complete electronic set of the bridge plans with the railroad clearances (prepared in **English Units**). BNSF will also accept a marked up paper copy of the bridge plans labeled **"As Built"**. The marked up copy of those plans will reflect any and all deviations from the original plans that occurred during construction. The electronic set of bridge plans will be submitted in Micro Station *.dgn electronic format (preferred) or AutoCAD *.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. The As Built plans shall show actual measured "as constructed" clearances as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities. The As Built plans must comply with the Bridge Requirements set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The As Built plans must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown. It is understood that BNSF prefers to receive the As Built plans in an electronic format.

19. Subject to the restrictions imposed by Article IV, Section 14 above and in accordance with the requirements of Article III, Section 9 above, City shall notify and

obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **INSPECTION OR MAINTENANCE** purposes, and the BNSF Manager of Public Projects shall determine if flagging is required. If the construction work hereunder is contracted, City shall require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. City shall be responsible for its contractor(s) compliance with such obligations.

20. BNSF may, at its expense, make future changes or additions to the railroad components of the Structure in BNSF right-of-way if necessary or desirable, in BNSF's sole discretion, including, without limitation the following: (i) the right to raise or lower the grade or change the alignment of its tracks, (ii) the right to lay additional track or tracks, or (iii) the right to build other facilities in connection with the operation of its railroad. Such changes or additions must not change or alter the highway components of the Structure. If it becomes necessary or desirable in the future to change, alter, widen or reconstruct the highway components of the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by any such changes to the Structure, will be negotiated by the parties and subject to a future amendment or agreement (subject to the written approval of the authorized representatives of both parties).

21. City may, at City's sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction shall receive BNSF's prior written approval as evidenced by either a supplement to this Agreement, or execution of a new agreement that provides for the termination of this Agreement. Furthermore, any alteration or reconstruction of the highway components of the Structure shall be covered by an Order of the California Public Utilities Commission.

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

23. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, no party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other parties, except that this Agreement shall operate as consent for Commission to transfer any right, title, or interest in the Structure or the Easement to the City without any additional consent or approval of BNSF.

DRAFT

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

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

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

27. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF, City, and Commission.

28. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

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

BNSF:

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

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

City:

Mr. Amer Jakher, P.E.
Public Works Director
City of Colton
160 S. 10th Street
Colton, CA 92324

SANBAG:

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

DRAFT

IN WITNESS WHEREOF, this Agreement is executed by the San Bernardino County Transportation Commission, 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 written above.

BNSF RAILWAY COMPANY
A Delaware corporation

Sanford C. Sexhus
Vice President of Engineering

CITY OF COLTON
A public body

Sarah S. Zamora
Mayor

Approved as to Legal Form

Marco Martinez
City Attorney

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION,
A public body

Janice Rutherford
President, Board of Directors

Approved as to Legal Form

Eileen Monaghan Teichert
General Counsel

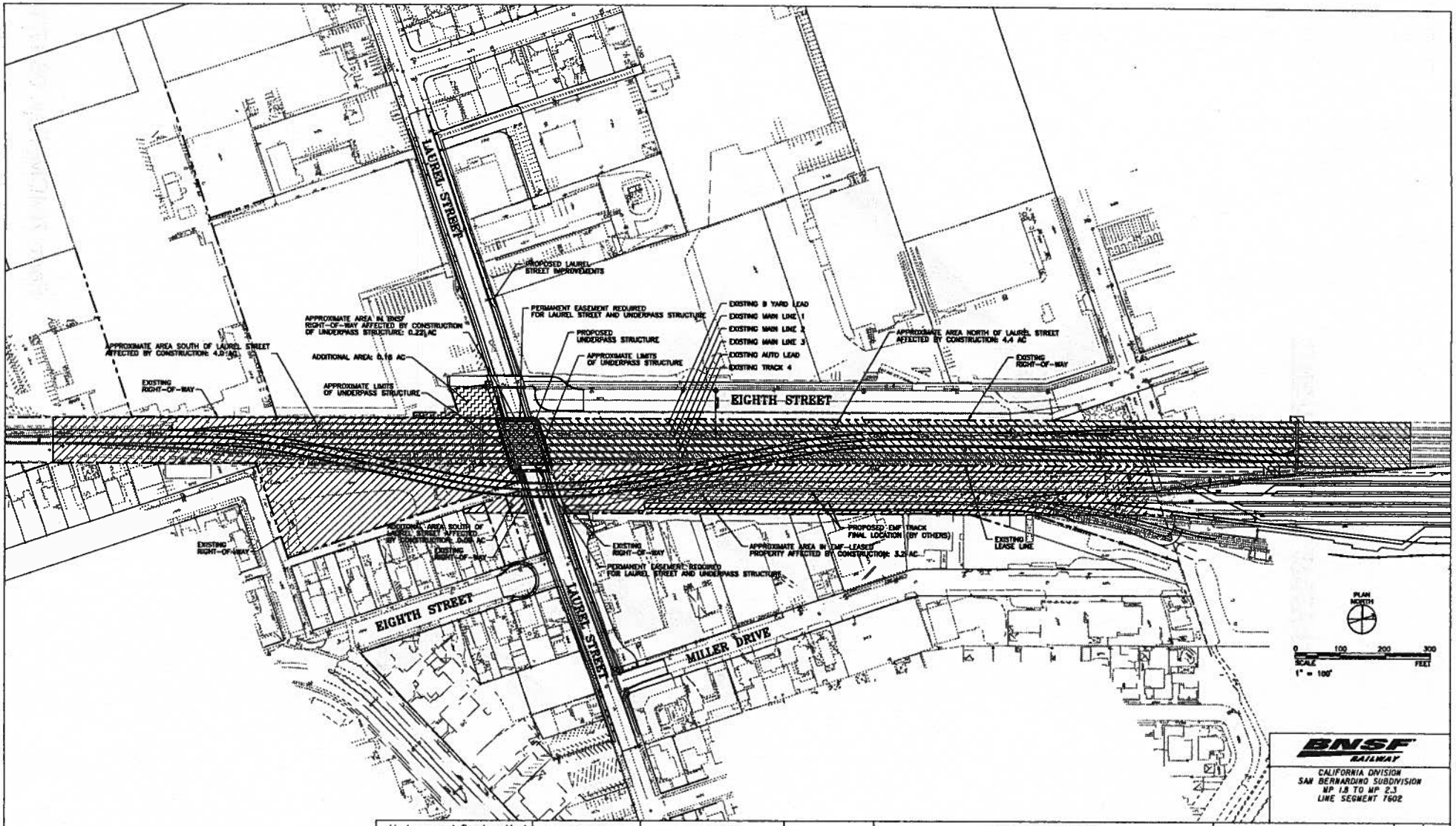
Concurrence

Jeffery Hill
Contract Administrator

DRAFT

Exhibit A

"Map of Structure and Temporary Construction License Right-of-Way"



BNSF RAILWAY

CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP 1.8 TO MP 2.3
LINE SEGMENT 7602

Underground Service Alert
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK

SANBAG
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

CITY OF COLTON
PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT

PREPARED BY: Transystems
8 MITTEN CENTRE DRIVE, SUITE 250 SANTA ANA, CA 92707

CITY ENGINEER
NAME: AMER JAKHER
R.C.E. 50932 EXPIRES 9-30-11
APPROVED: _____ DATE: _____

PRINCIPLE ENGINEER R.C.E No. 60110 DATE
PLAN NO. 1

REVISIONS | DATE | APPR.

LAUREL STREET GRADE SEPARATION PROJECT
SHOOFLY TRACKS AND UNDERPASS RIGHT-OF-WAY AREA REQUIREMENTS

ADDRESS: COLTON, CA 92324

DRWN: SDS
APPR'D: BRECHER
DATE: 12/7/2010
SHEET 1 OF 1

400

Exhibit B

"EASEMENT AGREEMENT"

DRAFT

EASEMENT AGREEMENT
FOR THE SAN BERNARDINO ASSOCIATION OF GOVERNMENTS
(C&M Agreement)

THIS EASEMENT AGREEMENT FOR THE SAN BERNARDINO ASSOCIATION OF GOVERNMENTS ("**Easement Agreement**") is made and entered into as of the _____ day of _____ 2013 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and the **SAN BERNARDINO ASSOCIATION OF GOVERNMENTS**, a municipal corporation ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Colton, County of San Bernardino, State of California, at Mile Post 2.1, Laurel Street Grade Project, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

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

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

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

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

Section 1 Granting of Easement.

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

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

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

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

(b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

DRAFT

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

Section 2 **Term of Easement**. The term of this Easement, unless sooner terminated under provisions of this Easement Agreement, shall expire on the date that is twenty-four (24) after the Effective Date.

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

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

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

work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

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

Section 7 **Environmental.**

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

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

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

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

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

DRAFT

Section 8 Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

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

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

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

Section 9 Surrender of Premises.

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

(a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;

(b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;

(c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and

(d) leave the Premises in the condition which existed as of the Effective Date.

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

DRAFT

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

Section 11 **Intentionally Left Blank.**

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

Section 13 **Intentionally Left Blank.**

Section 14 **Miscellaneous**.

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

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

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

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

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

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

ADMINISTRATIVE FEE

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

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

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

SAN BERNARDINO ASSOCIATION OF GOVERNMENTS,
a municipal corporation

By: _____
Name: _____
Title: _____

DRAFT

EXHIBIT "A"

Premises

DRAFT

Attachment "A" to Easement Agreement

Legal Description and Map of Easement Premises

DRAFT

EXHIBIT 'A'
Legal Description

That portion of Lot 8, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, together with Citrus Street, 66 feet wide, adjoining said Lot 8 on the south, as vacated by the City of Colton Ordinance No. 474, described as follows:

COMMENCING at the intersection of the southerly line of said Citrus Street with a line parallel with and lying distant 449.98 feet from the centerline of the 100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County, also known as the centerline of the railway company eastward main track;

Thence along said parallel line North 18°21'19" East 329.93 feet to the southwesterly line of Parcel 1 of the easement to San Bernardino County Flood Control District recorded November 13, 1948 in Book 2320, Page 238, Official Records of said County, being also the **TRUE POINT OF BEGINNING;**

Thence along said southwesterly line North 32°15'51" West 0.39 feet;

Thence leaving said southwesterly line, South 67°21'22" West 77.35 feet;

Thence South 41°25'59" West 257.68 feet;

Thence South 00°35'13" East 57.01 feet;

Thence South 18°10'04" West 36.40 feet to the southerly line of said Citrus Street;

Thence along said southerly line, South 89°35'00" West 8.30 feet;

Thence North 00°35'13" West 99.15 feet;

Thence North 41°25'59" East 269.96 feet;

Thence North 67°21'22" East 99.73 feet to said parallel line;

Thence along said parallel line, South 18°21'19" West 27.01 feet to the **TRUE POINT OF BEGINNING.**

The above described parcel contains 8,756 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

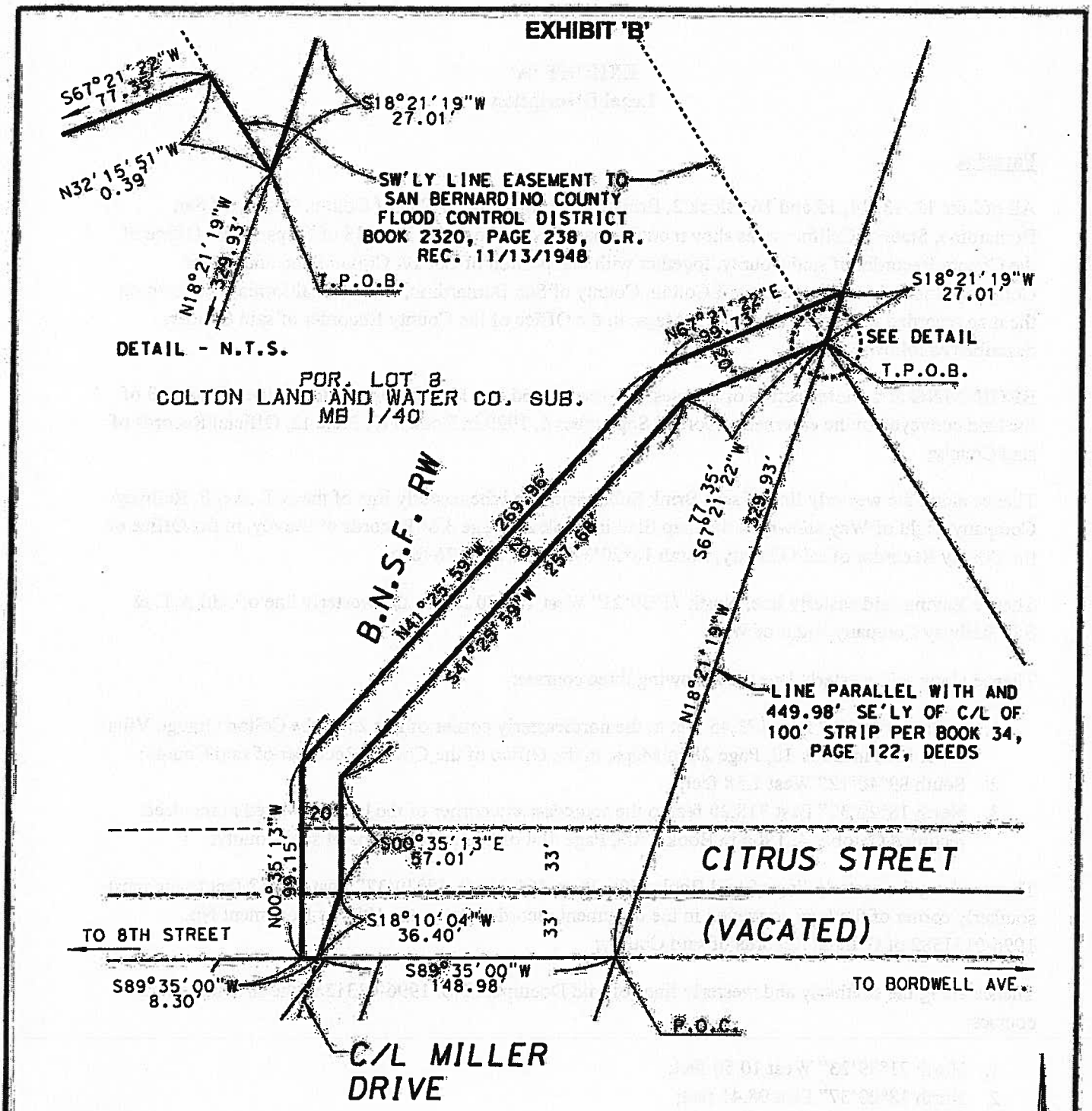
As shown on Exhibit 'B', attached hereto and made a part hereof.

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

5/29/2012

John Martin Smith, P.L.S. 8070 Date

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0160-161-04 TCE.docx



LEGEND

PROPERTY LINES

EASEMENT AREA

P.O.C. POINT OF COMMENCEMENT
T.B.O.B. TRUE POINT OF BEGINNING
AREA 8,756±SQUARE FEET

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: MXSM
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: RMVE
JOB NO.: TRAN0000-0004			DATE: 05/24/2012
SHEET: 1 / TOTAL: 1	APN: 0160-161-04		SCALE: NTS

EXHIBIT 'A'
Legal Description

Parcel A

All of Lots 12, 13, 14, 15 and 16, Block 2, Brink Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 14, Page 38 of Maps, in the Office of the County Recorder of said County, together with that portion of Lot 17, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the intersection of the westerly line of said Lot 12 with the southerly line of Parcel 3 of the land conveyed in the easement recorded September 6, 1929 in Book 540, Page 12, Official Records of said County;

Thence along the westerly line of said Brink Subdivision and the easterly line of the A.T. & S.F. Railway Company Right of Way shown on the map filed in Book 25, Page 3 of Records of Survey, in the Office of the County Recorder of said County, South 18°20'37" West 1009.76 feet;

Thence leaving said easterly line, North 71°39'21" West 100.00 feet to the westerly line of said A.T. & S.F. Railway Company Right of Way;

Thence along said westerly line the following three courses:

1. North 18°20'37" East 173.45 feet to the northeasterly corner of Lot 25 of the Colton Orange Villa Tract filed in Book 18, Page 28 of Maps, in the Office of the County Recorder of said County;
2. South 89°40'12" West 1.58 feet;
3. North 18°20'37" East 318.20 feet to the southeasterly corner of the land conveyed in the deed recorded October 4, 1966 in Book 6706, Page 464 of Official Records of said County;

Thence along the easterly line of said Book 6706, Page 464, North 18°20'37" East 300.82 feet to the most southerly corner of the land conveyed in the document recorded April 16, 1996 as Document No. 1996-0131382 of Official Records of said County;

Thence along the southerly and westerly lines of said Document No. 1996-0131382 the following four courses:

1. North 71°39'23" West 10.50 feet;
2. North 18°20'37" East 98.41 feet;
3. South 89°40'26" West 53.30 feet;
4. North 11°15'09" East 78.96 feet to the southerly line said Parcel 3;

Thence along said southerly line, North 89°42'12" East 181.78 feet to the **POINT OF BEGINNING.**

EXCEPTING THEREFROM that portion of said Lot 12 lying within Parcel 3 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County.

ALSO EXCEPTING THEREFROM that portion described as follows:

BEGINNING at the intersection of the westerly line of said Document No. 1996-0131382 with the southerly line of Laurel Street, 80 feet wide, said southerly line being the southerly line of Parcel 3 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County;

Thence along said westerly line, South 11°15'09" West 58.43 feet;

Thence leaving said westerly line, North 18°21'19" East 60.42 feet to said southerly line;

Thence along said southerly line, South 89°42'12" West 7.63 feet to the **POINT OF BEGINNING.**

Parcel B

Those portions of Lots 9, 10 and 11, Block 2, Brink Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 14, Page 38 of Maps, in the Office of the County Recorder of said County, bounded on the east by the westerly line of the land conveyed to Woodrow Miller by deed recorded January 17, 1958 in Book 4416, Page 332 of Official Records of said County, bounded on the north by the southerly of the southerly line of Parcel 2 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County, bounded on the west by the easterly line of the 20-foot wide alley as shown on said Brink Subdivision running through said Block 2 and bounded on the south by the southerly line of said Lot 9.

The above described parcels contain 181,164 square feet (4.159 acres), more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

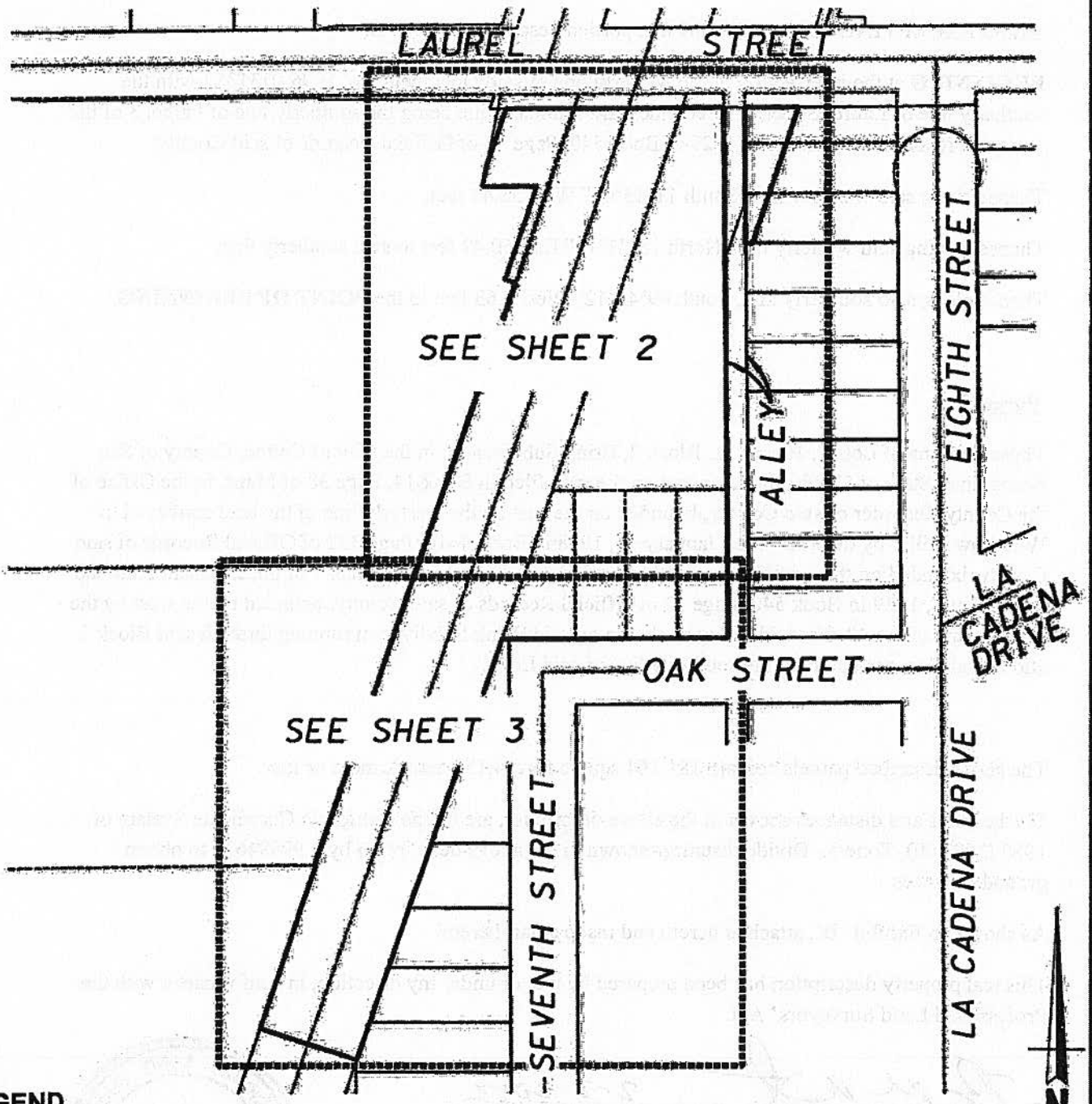
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

2-2-2012

Ryan M. Versteeg, P.L.S. 7809 Date

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0161-061-38 TCE.docx

EXHIBIT 'B'



LEGEND

PROPERTY LINES

EASEMENT AREA

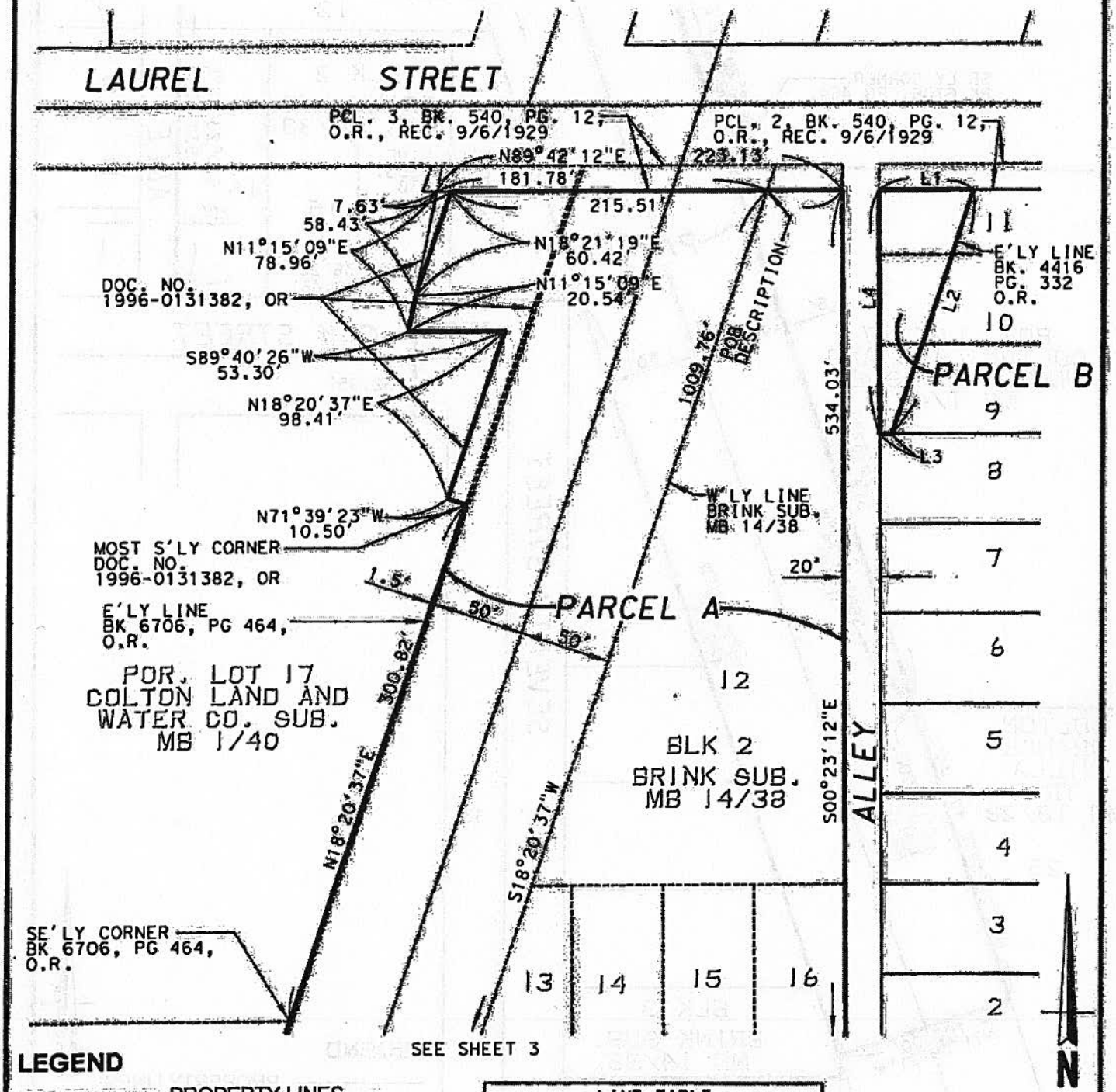
POB — POINT OF BEGINNING

AREA — 181,168± SQUARE FEET

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: RMVE
JOB NO.: TRAN0000-0004			DATE: 01/03/12
SHEET: 1 / TOTAL: 3	APN: 0161-061-37 & 38, 0161-081-01 & 12		SCALE: 1"=150'

EXHIBIT 'B'



LEGEND

PROPERTY LINES

EASEMENT AREA

POB — POINT OF BEGINNING

AREA — 181,164± SQUARE FEET

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°42'12"E	52.54'
L2	S18°20'37"W	142.95'
L3	S89°40'37"W	6.63'
L4	N00°23'12"W	135.45'

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'

JOB NO.: TRAN0000-0004

SHEET: 2 TOTAL: 3

COUNTY: SAN BERNARDINO CITY: COLTON

TEMPORARY CONSTRUCTION EASEMENT

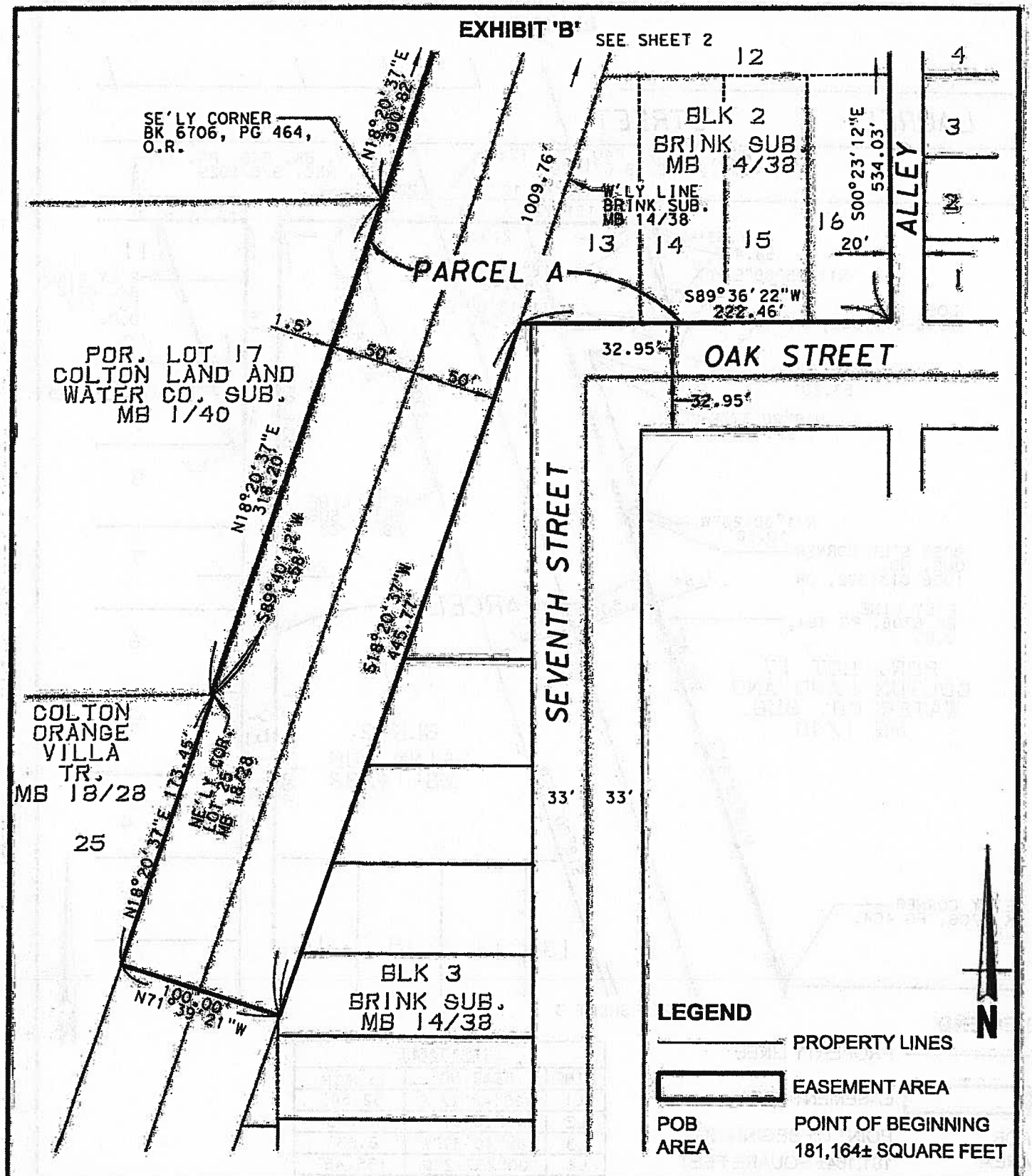
APN: 0161-081-37 & 38, 0161-081-01 & 12

CHECKED BY: RMVE

DRAWN BY: RMVE

DATE: 01/03/12

SCALE: 1"=80'



DAVID EVANS AND ASSOCIATES INC. 4200 Concours, Suite 200 Ontario California 91764 Phone: 909.481.5750	EXHIBIT 'B'	COUNTY: SAN BERNARDINO / CITY: COLTON	CHECKED BY: RMVE
	JOB NO.: TRAN0000-0004	TEMPORARY CONSTRUCTION EASEMENT	DRAWN BY: RMVE
	SHEET: 3 / TOTAL: 3	APN: 0161-061-37 & 38, 0161-081-01 & 12	DATE: 01/03/12
			SCALE: 1"=80'

EXHIBIT 'A'
Legal Description

That portion of Blocks 17 and 22 of the Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as per map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the intersection of the northerly line of Olive Street, 66 feet wide, and the westerly line of 100.00 foot wide strip of land conveyed to A.T. and S.F. Railway Company Right of Way in a deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County, Thence northeasterly along the westerly line of said A.T. and S.F. Railway Company Right of Way North 18°20'37" East, a distance of 457.40 feet;

Thence leaving said westerly line, South 71°39'21" East, a distance of 100.00 feet to the easterly line of said A.T. and S.F. Railway Company Right of Way;

Thence southwesterly along said easterly line of A.T. and S.F. Railway Company Right of Way, South 18°20'37" West, a distance of 441.79 feet to said northerly line of Olive Street;

Thence westerly along said northerly line of Olive Street, North 80°31'42" West, a distance of 101.21 feet to the **Point Of Beginning.**

The above described parcels contain 44959 square feet or1.032 acres, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

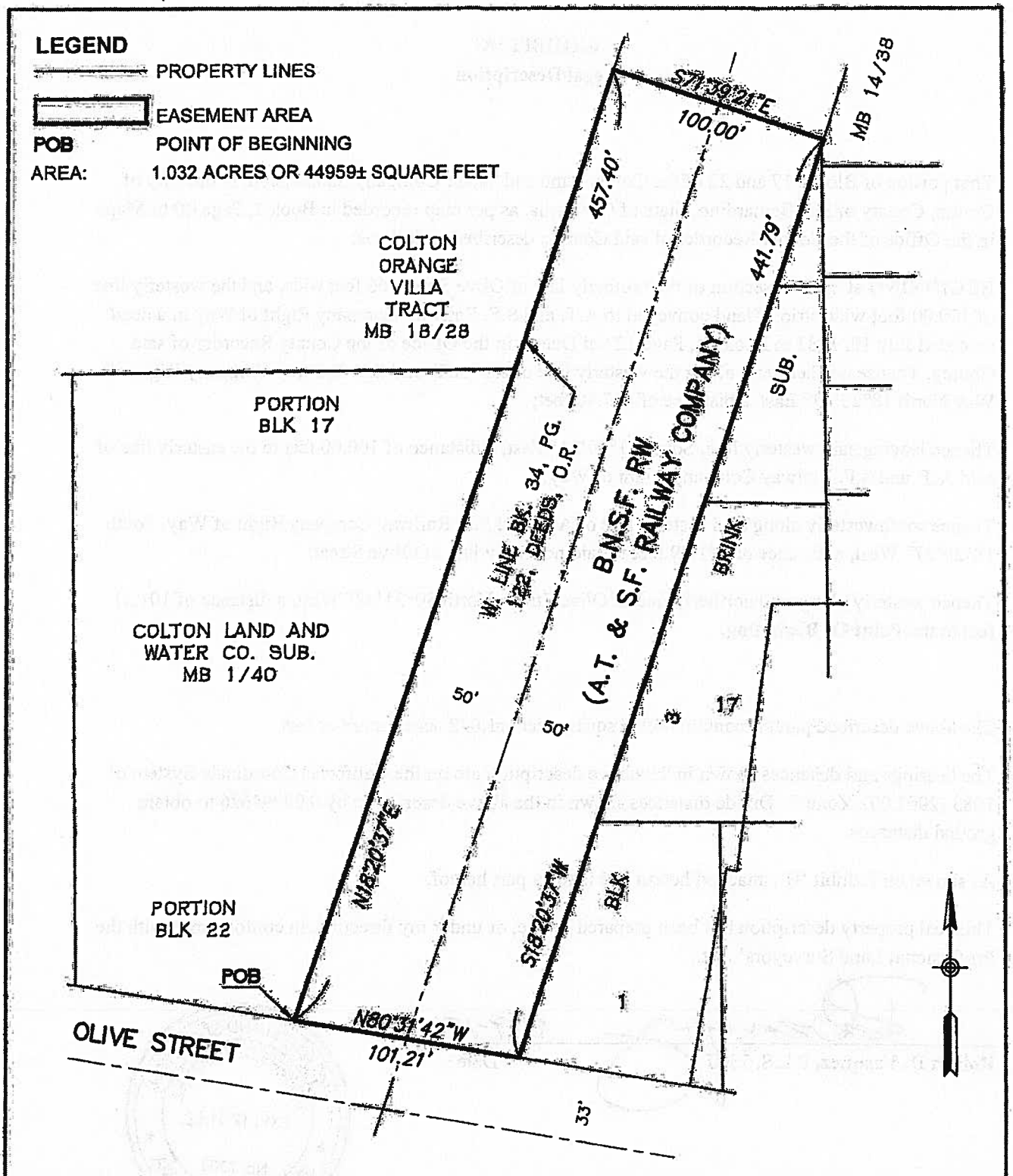
As shown on Exhibit 'B', attached hereto and made a part hereof.

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

8-9-12

Robert D. Vasquez, P.L.S. 7300 Date

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0161-061-38 TCE.docx



DAVID EVANS AND ASSOCIATES INC. 4200 Concours, Suite 200 Ontario California 91764 Phone: 909.481.5750	EXHIBIT "B" Job No. : TRAN00000004 APN: 0161-061-37	COUNTY: SAN BERNARDINO CITY: COLTON TEMPORARY CONSTRUCTION EASEMENT	SHEET NO: 1 OF 1 DRAWN BY: MARA/DGH DATE: 08/08/12 SCALE: 1"=60'

EXHIBIT 'A'
Legal Description

That portion of Blocks 8, 11 and 12, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the intersection of the northerly line of Laurel Street, 66 feet wide, with the easterly line of Eighth Street, 80 feet wide, as shown on the map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County, said easterly line also being the westerly line of the 100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County;

Thence along said easterly line and said westerly line, North 18°21'19" East 1944.98 feet;

Thence leaving said easterly and westerly lines, South 71°38'41" East 100.00 feet to the easterly line of said 100-foot wide strip of land;

Thence along said easterly line, South 18°21'19" West 237.99 feet;

Thence leaving said easterly line, South 71°40'57" East 12.96 feet;

Thence South 18°19'03" West 28.35 feet;

Thence North 71°40'57" West 12.98 feet to said easterly line;

Thence along said easterly line, South 18°21'19" West 24.84 feet;

Thence leaving said easterly line, South 71°38'41" East 16.41 feet;

Thence South 18°21'19" West 34.23 feet;

Thence North 71°38'41" West 16.41 feet to said easterly line;

Thence along said easterly line, South 18°21'19" West 258.36 feet;

Thence leaving said easterly line, South 71°38'41" East 107.92 feet to a line parallel with and distant 157.92 feet from the centerline of said 100-foot wide strip of land;

Thence along said parallel line, South 18°21'19" West 1291.03 feet to said northerly line;

Thence along said northerly line, South 89°42'12" West 219.45 feet to the **POINT OF BEGINNING.**

EXCEPTING THEREFROM that portion lying within the land conveyed in the Quitclaim Deed to Javier Soto and Antonio Cuevas recorded August 16, 2002 as Document No. 2002-0430701 of Official Records of said County.

ALSO EXCEPTING THEREFROM that portion described as follows:

BEGINNING at the intersection of the northerly line of Laurel Street, 66 feet wide, with a line parallel with and distant 157.92 feet from the centerline of the100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County;

Thence along said parallel line, North 18°21'19" East 56.89 feet;

Thence leaving said parallel line, North 71°39'16" West 8.45 feet;

Thence South 18°20'44" West 59.74 feet to said northerly line;

Thence along said northerly line, North 89°42'12" East 8.91 feet to the **POINT OF BEGINNING.**

The above described parcel contains 334,291 square feet (7.674 acres), more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

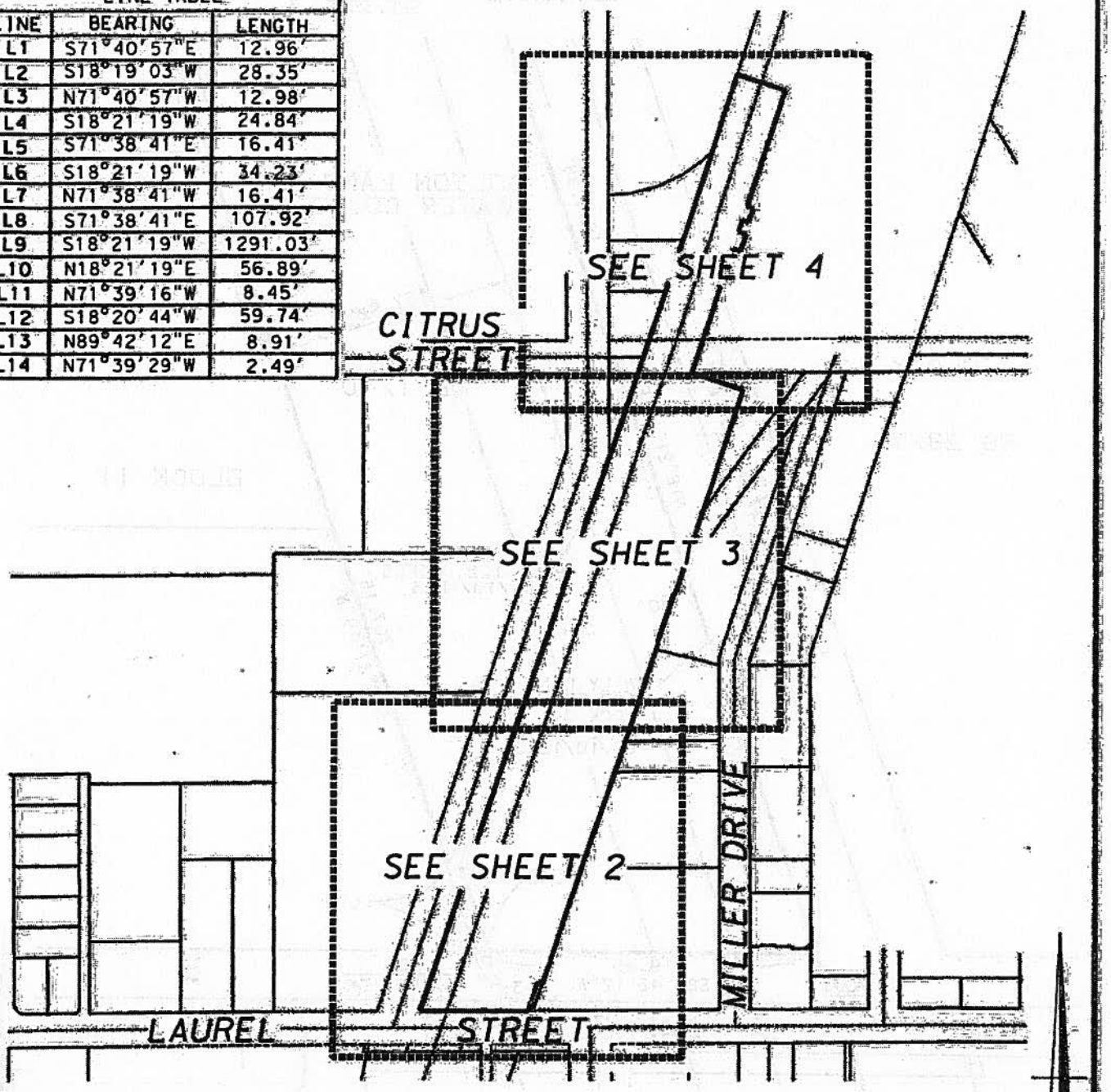
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

2-2-2012

Ryan M. Versteeg, P.L.S. 7809 Date

EXHIBIT 'B'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S71°40'57"E	12.96'
L2	S18°19'03"W	28.35'
L3	N71°40'57"W	12.98'
L4	S18°21'19"W	24.84'
L5	S71°38'41"E	16.41'
L6	S18°21'19"W	34.23'
L7	N71°38'41"W	16.41'
L8	S71°38'41"E	107.92'
L9	S18°21'19"W	1291.03'
L10	N18°21'19"E	56.89'
L11	N71°39'16"W	8.45'
L12	S18°20'44"W	59.74'
L13	N89°42'12"E	8.91'
L14	N71°39'29"W	2.49'



LEGEND

PROPERTY LINES

EASEMENT AREA

POB — POINT OF BEGINNING

AREA — 334,291± SQUARE FEET

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'

JOB NO.: TRAN0000-0004

SHEET: 1 TOTAL: 4

COUNTY: SAN BERNARDINO CITY: COLTON

TEMPORARY CONSTRUCTION EASEMENT

APN: 0160-151-17, 0160-242-32 0160-242-33, 0160-242-34, 0160-242-40

CHECKED BY: RMVE

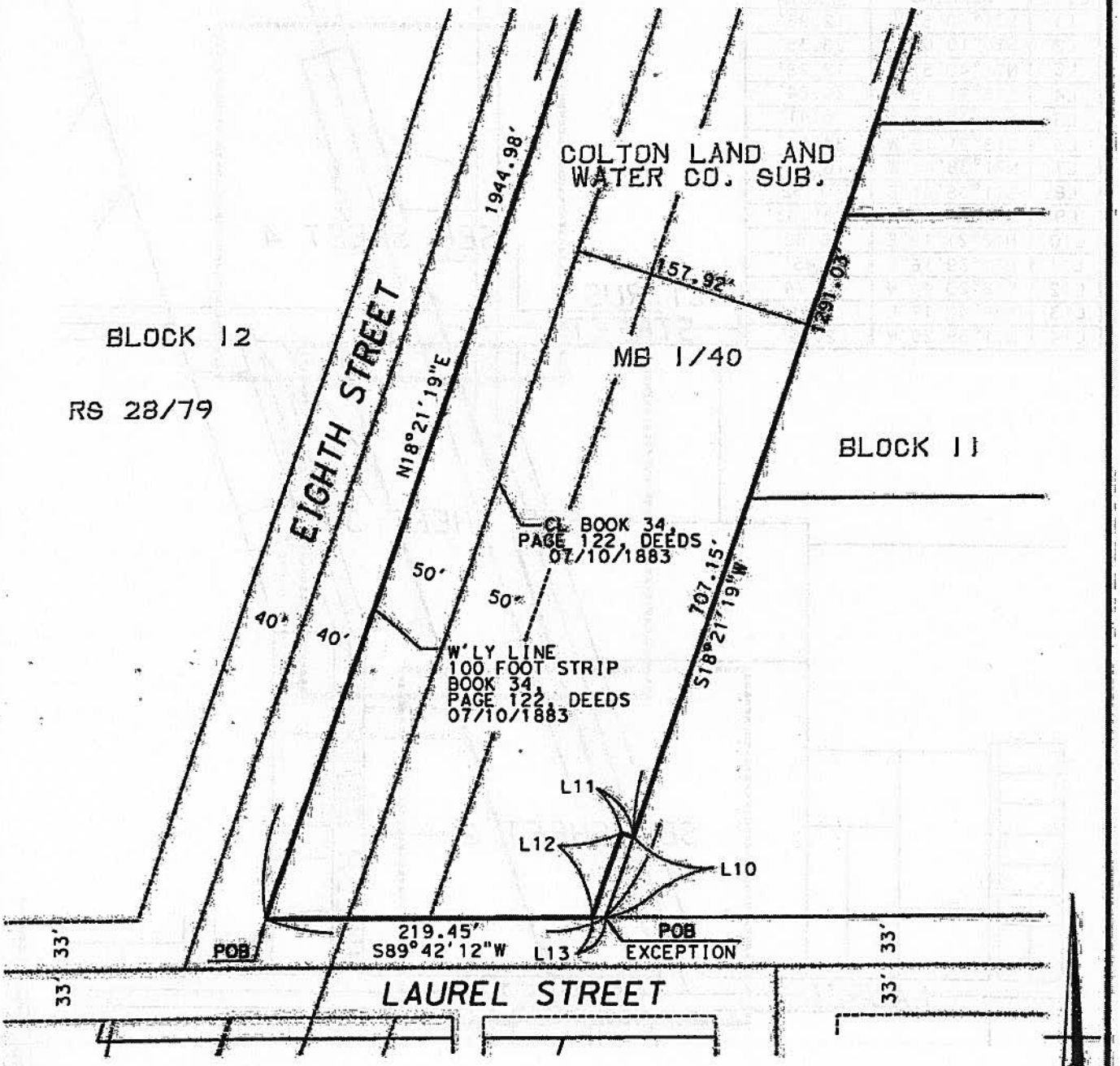
DRAWN BY: KXG

DATE: 01/26/12

SCALE: 1"=300'

EXHIBIT 'B'

SEE SHEET 3



LEGEND

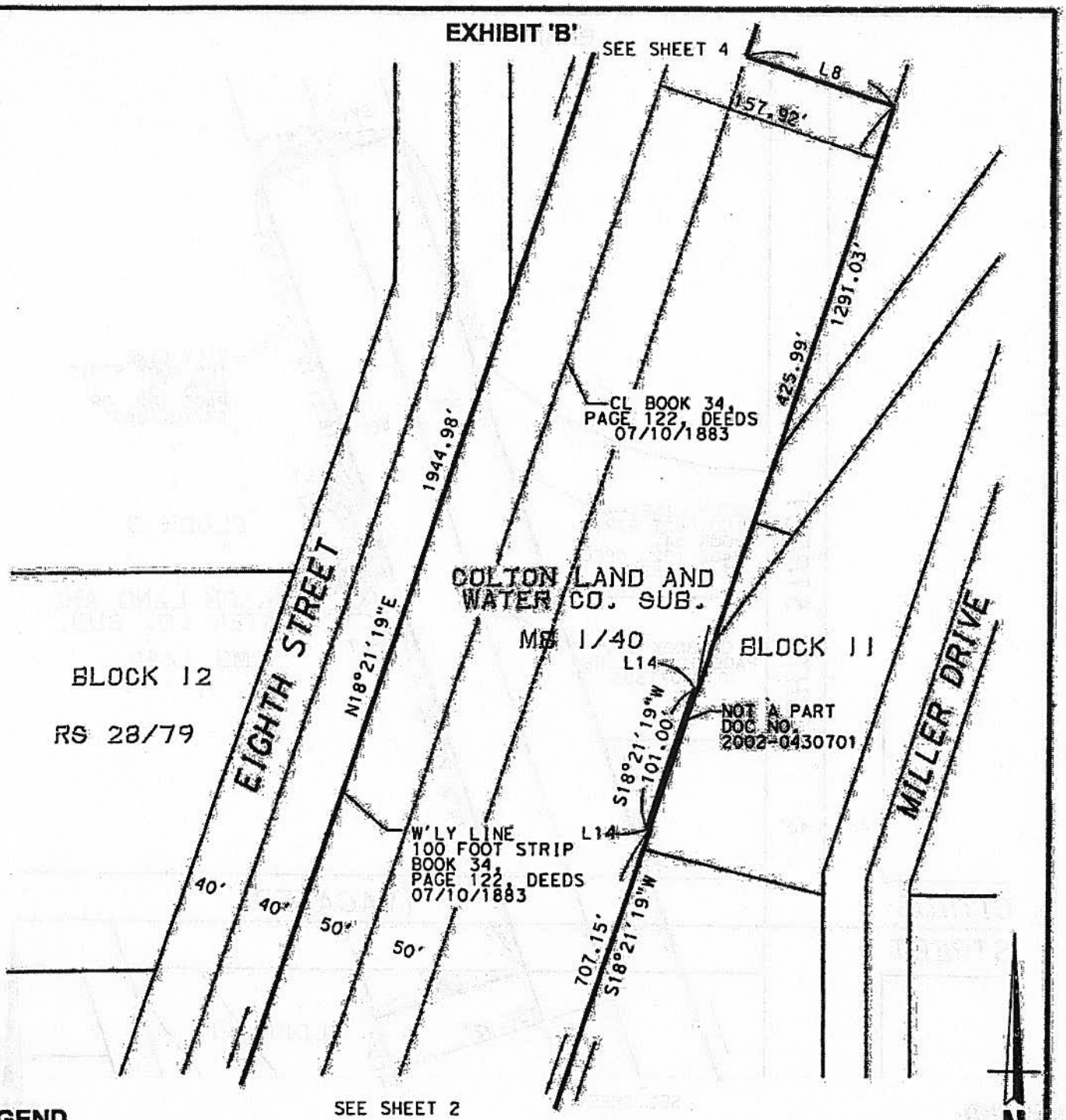
———	PROPERTY LINES
▭	EASEMENT AREA
POB	POINT OF BEGINNING
AREA	334,291± SQUARE FEET

NOTE: SEE SHEET 1 FOR LINE TABLE

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: KXG
JOB NO.: TRAN0000-0004			DATE: 01/26/12
SHEET: 2 / TOTAL: 4	APN: 0160-242-33 & 34		SCALE: 1"=100'

EXHIBIT 'B'



LEGEND

PROPERTY LINES

EASEMENT AREA

POB — POINT OF BEGINNING

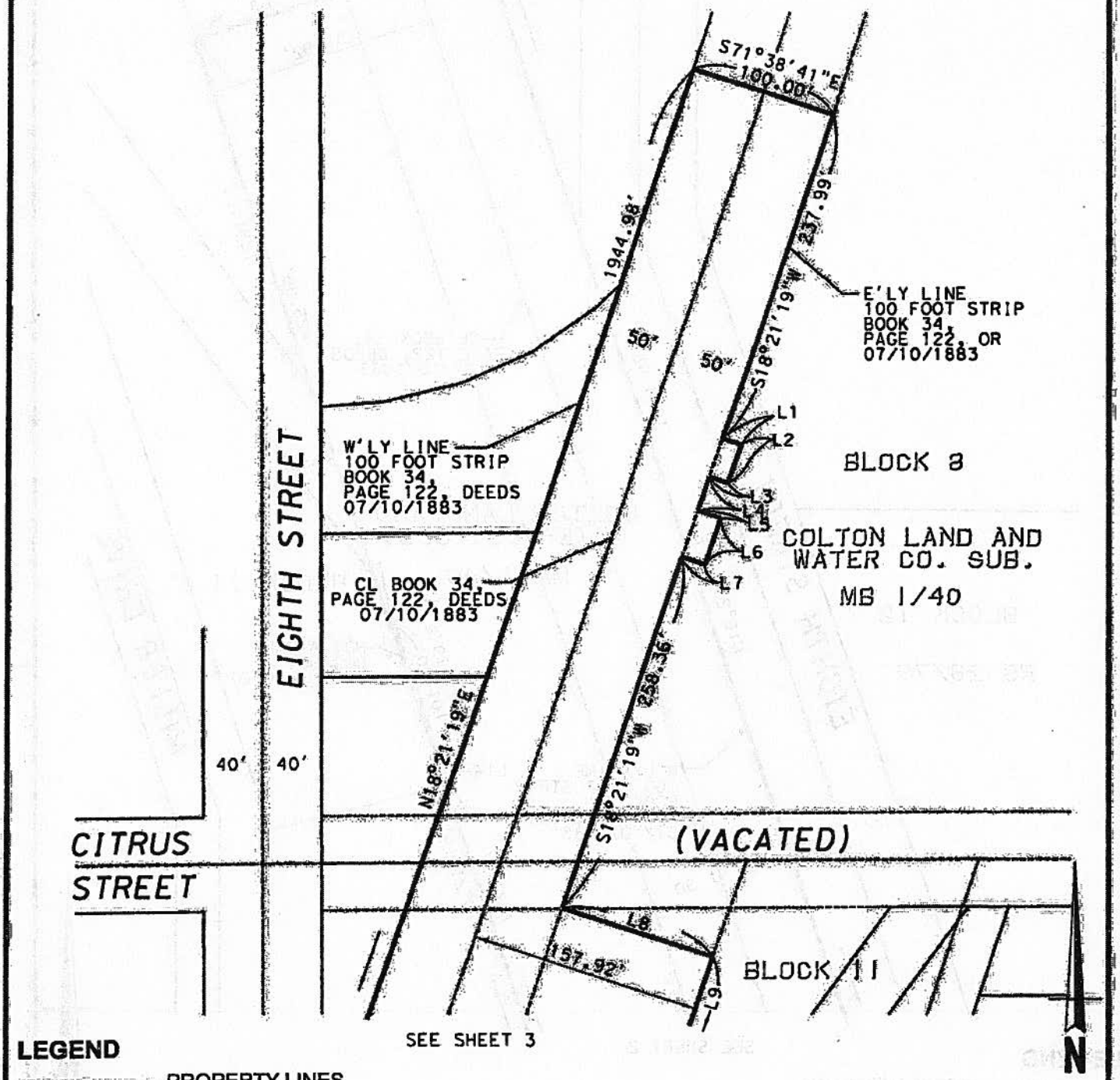
AREA — 334,291± SQUARE FEET

NOTE: SEE SHEET 1 FOR LINE TABLE

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: KXG
JOB NO.: TRAN0000-0004			DATE: 01/26/12
SHEET: 3 / TOTAL: 4	APN: 0160-242-33 & 34		SCALE: 1"=100'

EXHIBIT 'B'



LEGEND

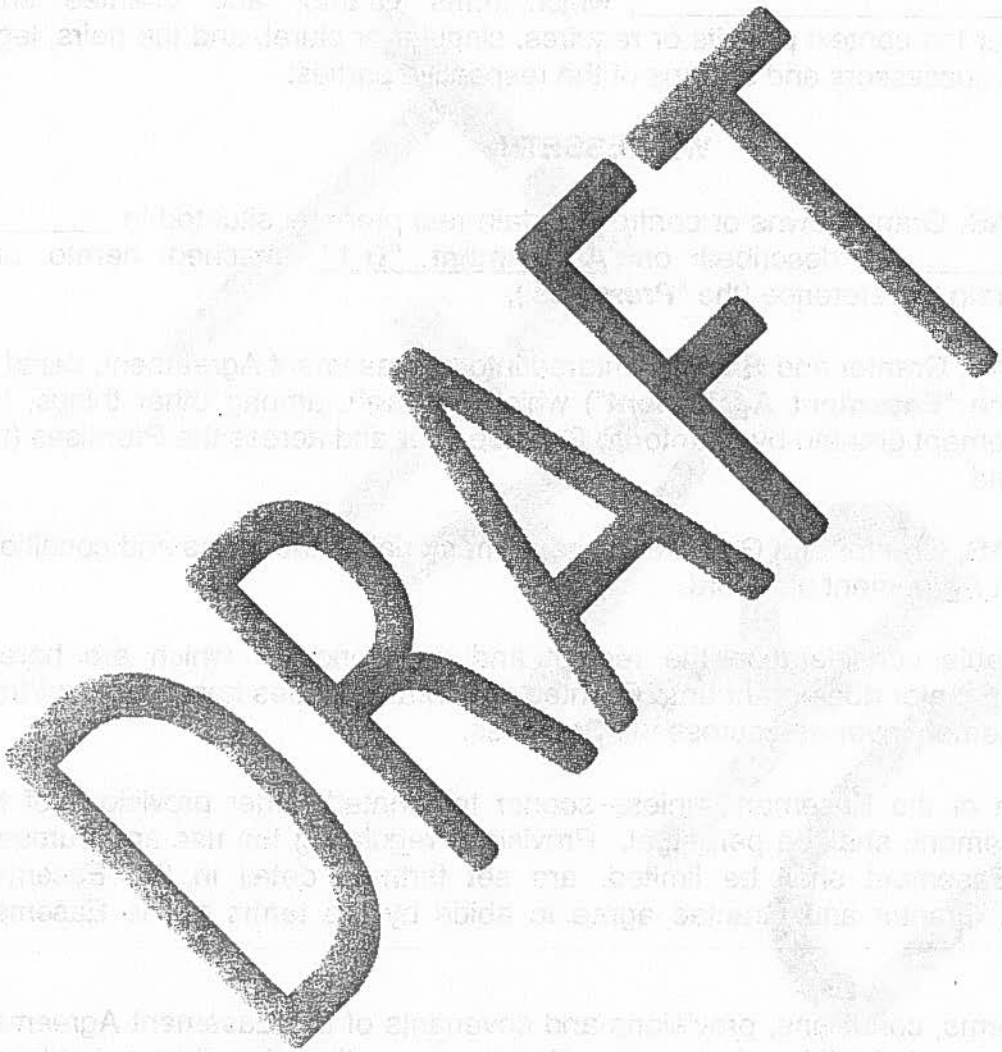
———	PROPERTY LINES
▭	EASEMENT AREA
POB	POINT OF BEGINNING
AREA	334,291± SQUARE FEET

NOTE: SEE SHEET 1 FOR LINE TABLE

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: KXG
JOB NO.: TRAN0000-0004			DATE: 01/26/12
SHEET: 4 / TOTAL: 4	APN: 0161-242-33 & 34		SCALE: 1"=100'

EXHIBIT "B-1"



Memorandum of Easement

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of _____, 20___, by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and _____, a _____("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

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

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

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

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

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual. Provisions regulating the use and purposes to which the Easement shall be limited, are set forth in detail in the Easement Agreement and Grantor and Grantee agree to abide by the terms of the Easement Agreement.

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

[Signature page follows]

DRAFT

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

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

_____,
_____

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____(name) as _____(title) of BNSF RAILWAY COMPANY, a Delaware corporation.

_____
Notary Public

(Seal)

My appointment expires:_____

DRAFT

Attachment "B-1" to Easement Agreement

Legal Description and Map of Easement Premises

DRAFT

Governments SANBAG Working Together

San Bernardino Associated Governments

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 33

Date: April 11, 2013

Subject: Cooperative Agreement with the Southern California Regional Rail Authority for the Laurel Street Grade Separation Project

Recommendation:* Approve Cooperative Agreement No. C13065 with the Southern California Regional Rail Authority for the Laurel Street Grade Separation Project in a not-to-exceed amount of $265,000 for railroad work, flagging, and administration and inspection costs.

Background: The Laurel Street Grade Separation Project will improve safety and reduce traffic delays along Laurel Street by separating pedestrians and vehicles from train traffic on six tracks along the BNSF rail corridor. San Bernardino Associated Governments (SANBAG) is the lead agency for the construction phase of the project pursuant to Cooperative Agreement No. C12037 that was executed between SANBAG and the City of Colton in December 2011.

Staff is recommending approval of cooperative agreement No. C13065 with the Southern California Regional Rail Authority (SCRRA) for the Laurel Street Grade Separation Project. The Laurel Street Grade Separation railroad shoo-fly will encroach into the SCRRA Eastern Maintenance Facility (EMF) during construction. While the underlying fee title of the EMF belongs to the BNSF Railway Company, SCRRA holds a permanent operating easement. The terms of the cooperative agreement with SCRRA are given below.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1304a-pm

Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13065.docx

At Project cost, SANBAG will pay SCRRA a total not-to-exceed amount of $265,000 for railroad work within the EMF property. The design and construction of the EMF tail tracks was temporarily modified from its ultimate configuration in order to accommodate the construction of the Laurel Street Grade Separation shoo-fly. After the construction of the Laurel Street Grade Separation, SCRRA will construct the EMF tail tracks to its ultimate configuration.

SANBAG will construct the bridge abutments for a future bridge that will be part of a future phase of the EMF facility expansion. The cost of the construction of the abutments is estimated at $189,000 and will be constructed as part of the Laurel Street Grade Separation project.

SCRRA will cooperate with SANBAG on the construction of the Laurel Street Grade Separation project and will allow SANBAG's contractor to work within the EMF facility. Administration and inspection costs for the Laurel Street Grade Separation project are included under this agreement.

SCRRA agrees to vacate its permanent operating easement over areas where a permanent storm water basin and pump station will be constructed which SANBAG will acquire the right-of-way in fee title.

Staff is recommending approval of cooperative agreement No. C13065 with SCRRA in order to proceed with the project. The approval of this agreement is required to certify the right-of-way for the project.

Financial Impact: The costs under the agreement are accounted for in the 2012/2013 fiscal year budget. The costs under the agreement will be funded with Traffic Congestion Relief Program funds, and with City of Colton, BNSF, and Union Pacific Railroad local funds.

Reviewed By: This item was reviewed and recommended for approval (17-0-0) with a quorum of the Board present at the Board of Directors Metro Valley Study Session on March 14, 2013. SANBAG General Counsel and Contract Administrator have reviewed this item and the contract.

Responsible Staff: Dennis Saylor, Project Manager

CONTRACT SUMMARY SHEET

Contract No. C 13065 Amendment No. 0

By and Between

San Bernardino Transportation Commission and Southern California Regional Rail Authority

Contract Description Cooperative Agreement for Laurel Street Grade Separation

Board of Director's Meeting Date: April 3, 2013

Overview of BOD Action: Approve Cooperative Agreement No. C13065 with the Southern California Regional Rail Authority (SCRRA) for the Laurel Street Grade Separation Project in a not-to-exceed amount of $265,000 for railroad work, flagging, and administration and inspection costs.

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

CONTRACT OVERVIEW

Original Contract Amount	$	265,000.00	Original Contingency Amount	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	Revised Contingency Amount *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	Contingency Amendment	$	0
TOTAL CONTRACT VALUE	$	265,000.00	TOTAL CONTINGENCY VALUE	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	265,000.00

Contract Start Date	Current Contract Expiration	Revised Contract Expiration Date
April 3, 2013	December 30, 2016	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0884.
☐ A Budget Amendment is required.

How are we funding current FY? TCRP, UPRR, BNSF, and City of Colton

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

Provide Brief Overview of the Overall Funding for the duration of the Contract:
72.34% TCRP, 7.7% UPRR, 10% BNSF, and 9.96% City of Colton.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

PAUL MELOCOTON Project Manager (Print Name)	Signature	2/28/13 Date
Garry Cohoe Task Manager (Print Name)	Signature	2-28-13 Date
Andrea Zureick Dir. of Fund Admin. & Programming (Print Name)	Signature	3/6/13 Date
Jeffery Hill Contract Administrator (Print Name)	Signature	3/8/13 Date
W. STAWARSKI Chief Financial Officer (Print Name)	Signature	3/12/13 Date

SANBAG CONTRACT # C13065

COOPERATIVE AGREEMENT

BETWEEN THE

SAN BERNARDINO ASSOCIATED GOVERNMENTS AND THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

FOR

THE LAUREL STREET GRADE SEPARATION PROJECT

I. PARTIES

A. This Cooperative Agreement ("Agreement") is executed by and between the SAN BERNARDINO ASSOCIATED GOVERNMENTS ("SANBAG"), acting as the San Bernardino County Transportation Commission, and the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY ("SCRRA") (hereafter individually known as "Party" and together the "Parties").

II. RECITALS

A. SANBAG is a joint exercise of powers authority designated as the San Bernardino County Transportation Commission, created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

B. SCRRA is a joint powers authority created and existing pursuant to California Government Code Section 6500 et seq., and Public Utilities Code Section 130255.

C. SANBAG is lead agency with regard to planning and development of the expansion of the Eastern Maintenance Facility Project (hereafter known as "EMF") and the Laurel Street Grade Separation Project (hereafter known as Project).

1. The EMF expansion will accommodate the staging, servicing, and maintenance of trains, inclusive of operations for the San Bernardino and Inland Empire Orange County lines. The EMF site is depicted on Exhibit "A", attached to and made a part of this Agreement.

2. The Laurel Street Grade Separation Project will separate vehicular traffic from six tracks along the BNSF Railway Company (BNSF) corridor and one track along the SCRRA corridor by an underpass structure. The Laurel Street Grade Separation Project is depicted on Exhibit "A" and made part of this Agreement.

D. SANBAG as lead agency is primarily responsible for all design and construction of the EMF. SANBAG entered into a cooperative agreement with SCRRA on July 21, 2012 for the EMF. SCRRA controls, operates, and maintains the EMF

pursuant to its rights under a December 12, 2007 agreement with the BNSF and upon completion of construction will operate and maintain the service, right-of-way and associated infrastructure relative to the operating envelope to be developed through the EMF.

E. SANBAG as lead agency is primarily responsible for all design, acquisition of right of way, and construction of the Project. SANBAG entered into a construction and right-of-way cooperative agreement with the City of Colton on December 7, 2011. Per the cooperative agreement, upon completion of construction, City of Colton will accept all right-of-way acquired for the Project and will operate and maintain any portion of the Project within City of Colton right-of-way.

F. To construct a temporary railroad shoo-fly for the Project (hereafter known as "Shoo-fly"), it is anticipated that SANBAG will acquire a Temporary Construction Easement (TCE) from BNSF within the EMF as shown in Exhibit "B" and made part of this Agreement. The area designated for the TCE is currently owned by BNSF in fee title and is subject to a permanent operating easement by SCRRA for the EMF facility. Areas that are owned in fee-title by SCRRA or areas that contain a permanent operating easement by SCRRA are hereafter known as "SCRRA right-of-way".

G. The Shoo-fly is in conflict with a portion of the tail tracks for the Phase 3 expansion of the EMF facility (hereafter known as "Tail-tracks"). The area of conflict is depicted on Exhibit "A" and made part of this Agreement. The Tail-tracks were temporarily modified in the final design of the EMF to accommodate the conflict with the Shoo-fly.

H. The scope of the Project includes drainage improvements that will collect and convey storm water runoff from the EMF facility and will be of benefit to SCRRA. Said drainage improvements will include a pump station, storm water force main, and a detention basin, all of which will be owned and maintained by the City of Colton.

I. To construct a storm water detention basin and pump station, SANBAG will acquire, portions of right-of-way in fee title from BNSF that are located within the EMF and are depicted on Exhibit "C" and made part of the Agreement. Said portions of right-of-way are currently owned by BNSF in fee title and contain a permanent operating easement by SCRRA for the EMF facility.

J. SANBAG will enter into a Construction and Maintenance (C&M) agreement with BNSF for the Project. Under the C&M agreement, BNSF will construct, operate, maintain, and remove the Shoo-fly and related signal work. After removal of the Shoo-fly, SANBAG's contractors will perform grading work within the EMF to specifications for the reconstruction of the Tail tracks.

K. The current scope of the Project includes construction of bridge abutments to accommodate a future SCRRA bridge over Laurel Street as part of future work for the EMF facility (hereafter known as "Abutments"). The Abutments are depicted on Exhibit "D" and made part of this Agreement. The Abutments will be owned and maintained by the City of Colton.

L. The Parties desire to enter into this Agreement for the purpose of documenting the terms and conditions of cooperation between the Parties with regard to the Project.

III. PARTIES RESPONSIBILITIES

A. General

1. SCRRA shall vacate or quit-claim to BNSF its permanent operating easement over portions of right-of-way necessary for the Project as shown in Exhibit "C" for the construction of a storm water detention basin and pump station.

2. SCRRA shall issue a Right-of-Entry permit, per SCRRA terms and conditions, to SANBAG's contractor and other designated persons for work within the EMF for the Project.

3. Upon removal of the Shoo-fly, SANBAG shall grade the site to accommodate construction of the portion of the Tail-tracks and all associated components that were modified for the EMF expansion project, as shown in Exhibit "A", as Project cost. SANBAG will comply with SCRRA Standards, Specifications and Procedures. Grading details for sub-ballast are shown on Exhibit "E", attached to and made part of this Agreement.

4. SANBAG agrees that the contract with its construction contractor will require insurance coverage meeting SCRRA's requirements for work within SCRRA's right-of-way. Builders' Risk insurance shall name SCRRA and SANBAG as insured parties and other Policies must contain an additional insured endorsement naming SCRRA, its member agencies, other operating railroads, and their officers, agents, and employees as additional insured parties. This insurance coverage must be evidenced by a Certificate of Insurance in a form satisfactory to SCRRA which will be delivered to SCRRA before the commencement of work.

5. SANBAG will require that its contractors fully comply with SCRRA's published Right-of-Entry procedures, that protection reasonably acceptable to SCRRA is put in place for all project activities that have potential to affect SCRRA's services or customers, and that all personnel working on or near SCRRA's right-of-way are trained to comply with SCRRA Right-of-Entry procedures and protection requirements.

6. SANBAG will require that its contractors and employees comply with all SCRRA and BNSF rules, regulations, restrictions, codes of conduct, standards, procedures, and safety obligations adopted and published as of the date of SANBAG's contract with its contractor. Any deviation from same will require SCRRA advance approval.

7. SANBAG will provide full access for emergency services throughout all worksites at all times.

8. During construction, SANBAG will require that its contractor(s) comply with the following in order that the Project work does not cause detrimental impact to any SCRRA owned or maintained infrastructure or equipment, as well as to ensure the safety of SCRRA staff and its ridership:

   a. Except as specifically approved in writing in advance by SCRRA, the Contractor may not move, relocate, remove, obstruct, or otherwise interfere with any railroad tracks, signals, cables, signs, flags, or other railroad facilities, or any service or connection to any railroad facilities, that are in operation.

   b. Maintain safe access to all SCRRA services, facilities and places of work in the event of temporary or permanent road closures, with appropriate signage, designated walkways free of hazards, vehicular routes and illumination.

9. Following the grading and construction of the sub-ballast as referenced in Exhibit E, as Project cost, SCRRA shall construct and install the Tail Tracks and associated components that were modified in the EMF expansion project to accommodate the Shoo-fly. Said cost for the construction and installation of Tail-tracks shall be a not-to-exceed amount of $230,000. SANBAG will also reimburse SCRRA for all SCRRA flagging costs up to a total amount of not-to-exceed $10,000 and administration and inspection costs up to a total amount of not-to-exceed $25,000.

10. SCRRA will send monthly invoices to SANBAG. With each monthly invoice, SCRRA will include all back-up material including but not limited to detailed expenditures, time cards, invoices from third parties including consultants and contractors, and descriptions of activities performed. SANBAG will pay invoices within thirty (30) days of receipt of a complete invoice that contains all back-up material. SANBAG acknowledges that until SCRRA receives formal approval of its overhead rates by the Federal Transit Administration, (FTA), SCRRA's cognizant audit agency, at the completion of its audit, an estimated allocated overhead rate will be provided for invoicing purposes. SANBAG will reimburse SCRRA on a time and materials basis in the total amount not-to-exceed $265,000 ("SCRRA Expense Cap") for total costs incurred by SCRRA pursuant to this Agreement, associated with the Project.

11. Within 30 days of execution of this Agreement, SCRRA shall invoice SANBAG for an initial deposit in the amount of $26,500 and SANBAG will pay the invoice within 20 working days.

12. At least 60 days prior to issuing a Notice to Proceed for the construction and installation of the Tail-tracks, SANBAG will deliver to SCRRA an additional deposit in the amount of $92,000.00 (ninety-two thousand dollars). SANBAG will offset the deposit funds for the initial deposit of $26,500.00 and the additional deposit of $92,000.00 (totaling $118,500.00) against amounts due for monthly progress payments to

SCRRA beginning with the first month billing/payment after the Notice to Proceed. SCRAA shall provide all documentation and back up materials for all expenditures and costs incurred against the deposits in accordance with the requirements of this MOU as to monthly invoices and payments.

13. At SANBAG's cost, SCRRA will review and approve the design of the Abutments prior to construction of the Project.

14. SANBAG will construct Abutments as part of the Project as a Project cost.

15. The Parties shall agree on a schedule of testing and inspection of the construction of Abutments. SANBAG will also report to SCRRA on all construction inspection and testing of Abutments, and will seek SCRRA concurrence prior to final inspection and SCRRA acceptance of Abutments.

16. All Project work performed by SANBAG, or performed on SANBAG's behalf, will be performed in accordance with all applicable state, federal, and local laws, regulations, policies, standards and procedures and SCRRA standards for operational tracks.

17. SCRRA agrees to the following obligations:

a. To reasonably cooperate and not interfere with the Project.

b. To timely review and communicate approval of all submittals from SANBAG or SANBAG consultant within 20 working days of receipt.

c. To timely appoint various personnel in writing to SANBAG designating specific staff members for fulfilling various duties under this Agreement.

d. To timely notify SANBAG of any changes to various personnel in writing to SANBAG modifying any designated staff members responsible for fulfilling various duties under this agreement.

e. To timely execute and deliver any and all documents reasonably necessary to convey rights of entry and/or fee or easement rights in SCRRA right of way and operating easement properties as and to the extent needed for the Project.

IV. MISCELLANEOUS

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

B. All of the exhibits attached to this Agreement are hereby incorporated by this reference.

C. 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).

D. Neither SCRRA, nor the Operating Railroads (BNSF, Amtrak and Union Pacific), nor any of SCRRA's board members, member agencies other than SANBAG, officers, agents, volunteers, contractors, or employees will be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SANBAG under or in connection with the Project or this Agreement. To the fullest extent allowed by law, SANBAG will indemnify, defend, and hold harmless SCRRA, Operating Railroads, as well as their respective board members, member agencies other than SANBAG, officers, agents, volunteers, contractors, and employees ("SCRRA Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SCRRA Indemnitees arising out of or connected with any acts or omissions on the part of SANBAG, its Board, officers, agents, contractors, or employees under or in connection with the Projects or this Agreement. This indemnity will survive expiration or termination of this Agreement.

E. Neither SANBAG, nor its Board, member agencies, officers, agents, volunteers, contractors, or employees will be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SCRRA under or in connection with the Project or this Agreement. To the fullest extent allowed by law, SCRRA will indemnify, defend, and hold harmless SANBAG, as well as its Board, officers, agents, contractors, and employees ("SANBAG Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SANBAG Indemnitees arising out of or connected with any acts or omissions on the part of SCRRA, its board members, officers, agents, volunteers, contractors or employees under or in connection with the Projects or this Agreement. This indemnity will survive expiration or termination of this Agreement.

F. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. Venue shall be in San Bernardino County.

G. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation will be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

H. Termination. Both SANBAG and SCRRA shall have the right at any time, to terminate this Agreement by giving thirty (30) calendar days written notice to the other party, specifying the date of termination. Such termination shall be subject to the continuing obligations of this Agreement contained in Part III. D. sections 27 and 28, and Part VII A and B.

I. This Agreement shall terminate upon completion of obligations set forth in this agreement, or on December 30, 2016, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement.

J. Notification. Each Party will designate a person to be responsible for day-to-day communications regarding work under the Projects. For SCRRA, the initial person designated will be Patricia Watkins, with a copy to Legal Counsel. For SANBAG, the initial person designated shall be Garry Cohoe. All notices and communications regarding this Agreement, interpretation of the terms of this Agreement, or changes thereto will be provided as follows:

Legal Department Metrolink / SCRRA One Gateway Plaza, 12th Floor Los Angeles, CA 90012 ATTN: General Counsel	SANBAG San Bernardino Associated Governments 1170 W. 3rd Street San Bernardino, CA 92410-1715 ATTN: Executive Director CC: General Counsel

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

L. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the Project and supersedes any previous agreements or understandings arising prior to the execution of this Agreement.

M. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of the Agreement shall not be affected and shall be enforced to the greatest extent permitted by law."

SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY

APPROVED

By:_____
Patrick Morris
Chair, Board of Directors

Date:_____

APPROVED AS TO FORM:

By:_____
Donald O. DelRio
General Counsel

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

By:_____
Janice Rutherford
President, Board of Directors

Date:_____

APPROVED AS TO FORM:

By:_____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE:

By:_____
Jeffery Hill
Contract Administrator

EXHIBIT A

Laurel Street Grade Separation Project
And
Eastern Maintenance Facility

EXHIBIT B

Laurel Street Grade Separation Project
Right of Way Requirements

Temporary Construction Easement

EXHIBIT C

Laurel Street Grade Separation Project
Right of Way Requirements

Fee Acquisition

EXHIBIT D

Future EMF Bridge Abutments

EXHIBIT E

Laurel Street Grade Separation Project

Grading and Paving Plans

EXHIBIT A

Laurel Street Grade Separation Project
And
Eastern Maintenance Facility

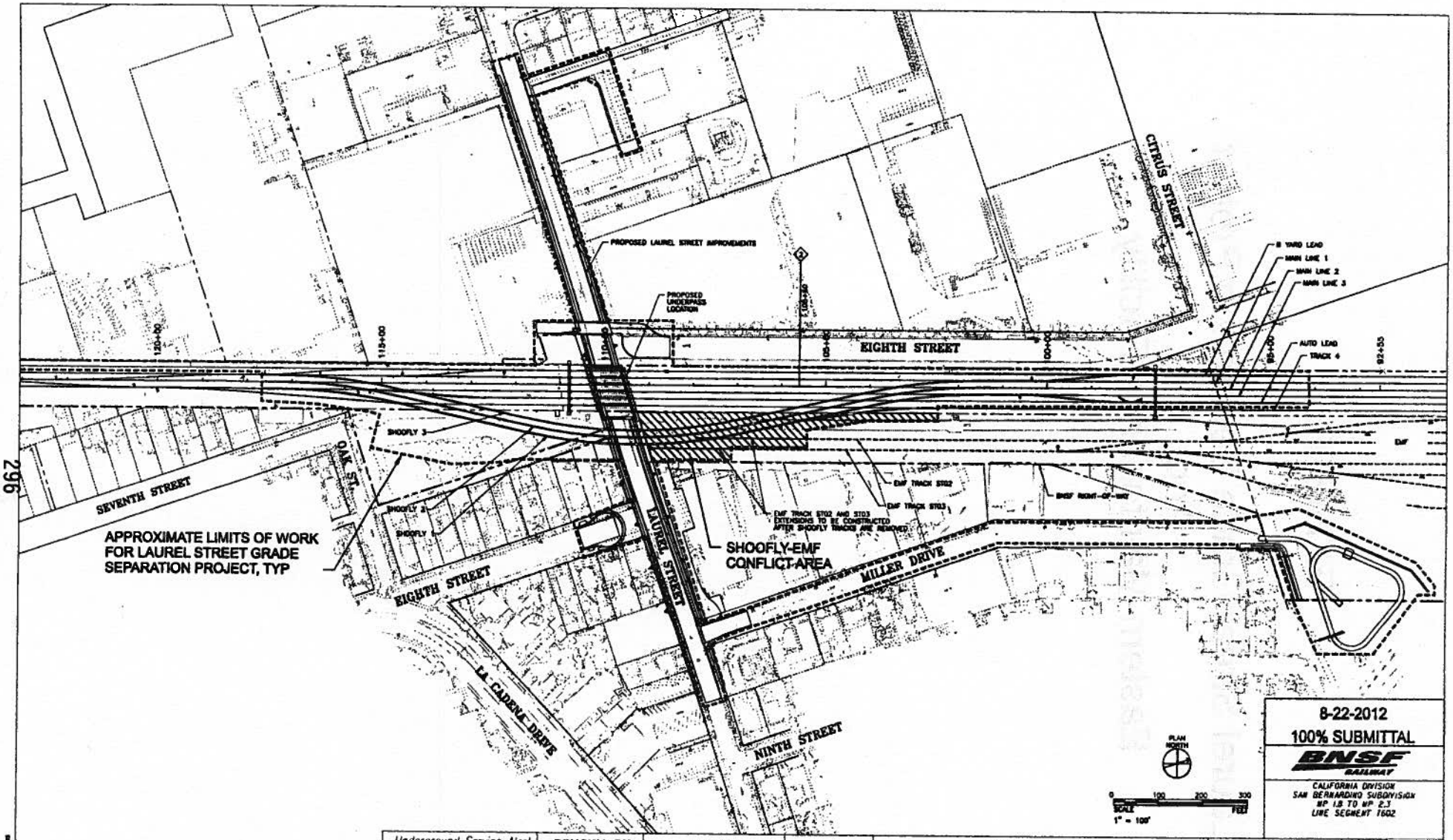

APPROXIMATE LIMITS OF WORK FOR LAUREL STREET GRADE SEPARATION PROJECT, TYP
SHOOFLY-EMF CONFLICT AREA
PROPOSED LAUREL STREET IMPROVEMENTS
PROPOSED UNDERPASS LOCATION
EIGHTH STREET
SEVENTH STREET
NINTH STREET
MILLER DRIVE
LAUREL STREET
OAK ST.
CITRUS STREET
LA CADENA DRIVE
SHOOFLY 3
SHOOFLY 2
SHOOFLY
EMF TRACK ST02
EMF TRACK ST03
EMF TRACK ST02 AND ST03 EXTENSIONS TO BE CONSTRUCTED AFTER SHOOFLY TRACKS ARE REMOVED
BNSF RIGHT-OF-WAY
EMF
B YARD LEAD
MAIN LINE 1
MAIN LINE 2
MAIN LINE 3
AUTO LEAD
TRACK 4
120+00
115+00
110+00
105+00
100+00
95+00
92+55
PLAN NORTH
SCALE 1" = 100'
0 100 200 300 FEET
8-22-2012
100% SUBMITTAL
BNSF RAILWAY
CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP 1.8 TO MP 2.3
LINE SEGMENT 7602
Underground Service Alert
Call: TOLL FREE 1-800 422-4133
TWO WORKING DAYS BEFORE YOU DIG
BENCHMARK
SEE GENERAL NOTES SHEET FOR BENCHMARK INFORMATION
SANBAG
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov
CITY OF COLTON
PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT
CITY ENGINEER
PRINCIPAL ENGINEER R.C.E. No. 75468 DATE
8/17/2012
PLAN NO. 1282-1
LAUREL STREET GRADE SEPARATION PROJECT
EXHIBIT A
SHEET 1 OF 1

EXHIBIT B

Laurel Street Grade Separation Project
Right of Way Requirements

Temporary Construction Easement

EXHIBIT 'A'
Legal Description

That portion of Blocks 8, 11 and 12, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the intersection of the northerly line of Laurel Street, 66 feet wide, with the easterly line of Eighth Street, 80 feet wide, as shown on the map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County, said easterly line also being the westerly line of the 100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County;

Thence along said easterly line and said westerly line, North 18°21'19" East 1944.98 feet;

Thence leaving said easterly and westerly lines, South 71°38'41" East 100.00 feet to the easterly line of said 100-foot wide strip of land;

Thence along said easterly line, South 18°21'19" West 237.99 feet;

Thence leaving said easterly line, South 71°40'57" East 12.96 feet;

Thence South 18°19'03" West 28.35 feet;

Thence North 71°40'57" West 12.98 feet to said easterly line;

Thence along said easterly line, South 18°21'19" West 24.84 feet;

Thence leaving said easterly line, South 71°38'41" East 16.41 feet;

Thence South 18°21'19" West 34.23 feet;

Thence North 71°38'41" West 16.41 feet to said easterly line;

Thence along said easterly line, South 18°21'19" West 258.36 feet;

Thence leaving said easterly line, South 71°38'41" East 107.92 feet to a line parallel with and distant 157.92 feet from the centerline of said 100-foot wide strip of land;

Thence along said parallel line, South 18°21'19" West 1291.03 feet to said northerly line;

Thence along said northerly line, South 89°42'12" West 219.45 feet to the **POINT OF BEGINNING.**

EXCEPTING THEREFROM that portion lying within the land conveyed in the Quitclaim Deed to Javier Soto and Antonio Cuevas recorded August 16, 2002 as Document No. 2002-0430701 of Official Records of said County.

ALSO EXCEPTING THEREFROM that portion described as follows:

BEGINNING at the intersection of the northerly line of Laurel Street, 66 feet wide, with a line parallel with and distant 157.92 feet from the centerline of the100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County;

Thence along said parallel line, North 18°21'19" East 56.89 feet;

Thence leaving said parallel line, North 71°39'16" West 8.45 feet;

Thence South 18°20'44" West 59.74 feet to said northerly line;

Thence along said northerly line, North 89°42'12" East 8.91 feet to the **POINT OF BEGINNING.**

The above described parcel contains 334,291 square feet (7.674 acres), more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

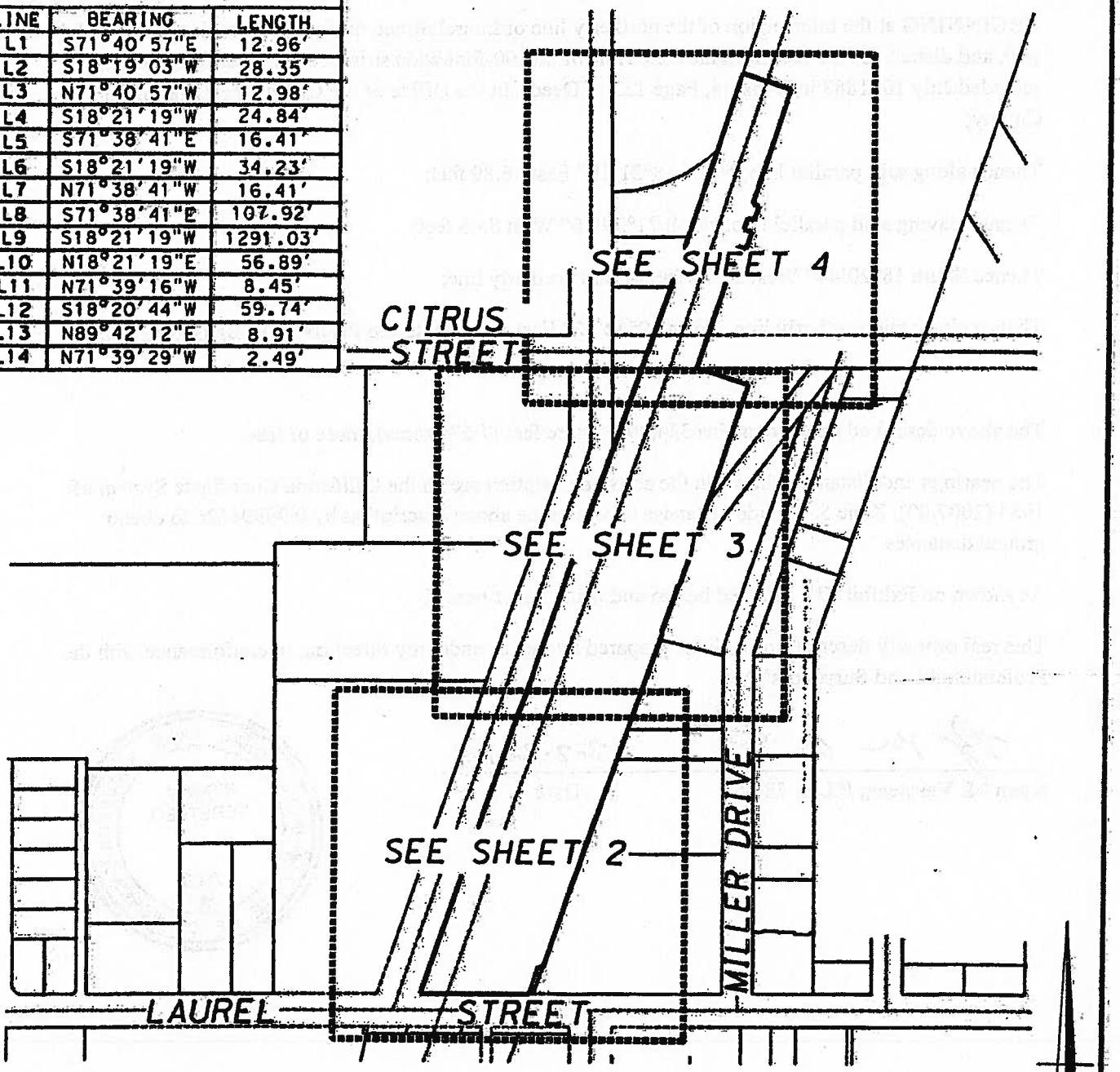
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

2-2-2012

Ryan M. Versteeg, P.L.S. 7809 Date

EXHIBIT 'B'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S71°40'57"E	12.96'
L2	S18°19'03"W	28.35'
L3	N71°40'57"W	12.98'
L4	S18°21'19"W	24.84'
L5	S71°38'41"E	16.41'
L6	S18°21'19"W	34.23'
L7	N71°38'41"W	16.41'
L8	S71°38'41"E	107.92'
L9	S18°21'19"W	1291.03'
L10	N18°21'19"E	56.89'
L11	N71°39'16"W	8.45'
L12	S18°20'44"W	59.74'
L13	N89°42'12"E	8.91'
L14	N71°39'29"W	2.49'



LEGEND

PROPERTY LINES

EASEMENT AREA

POB — POINT OF BEGINNING

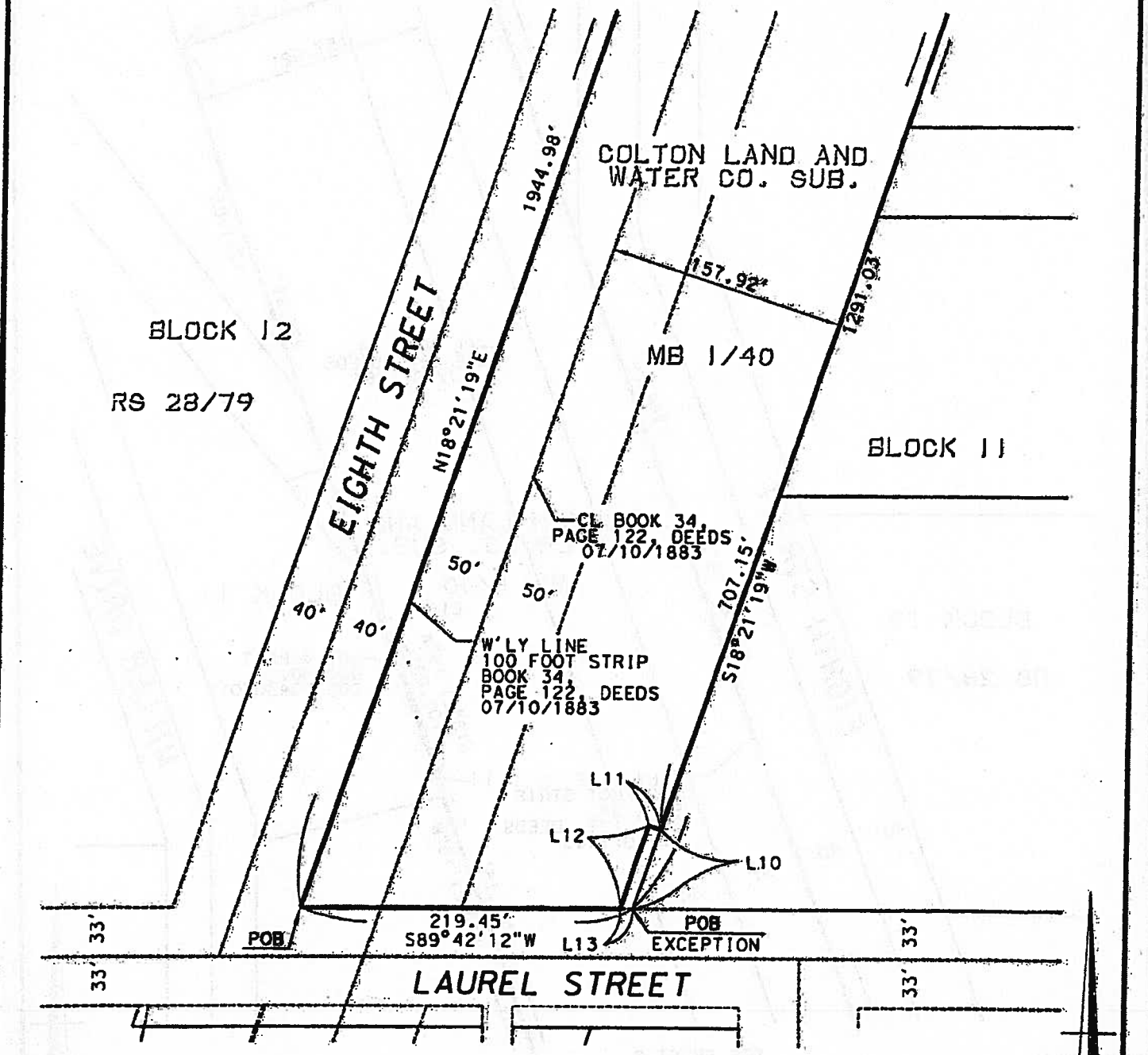
AREA — 334,291± SQUARE FEET

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: KXG
JOB NO.: TRAN0000-0004			DATE: 01/26/12
SHEET: 1 / TOTAL: 4	APN: 0160-151-17, 0160-242-32, 0160-242-33, 0160-242-34, 0160-242-40		SCALE: 1"=300'

EXHIBIT 'B'

SEE SHEET 3



LEGEND

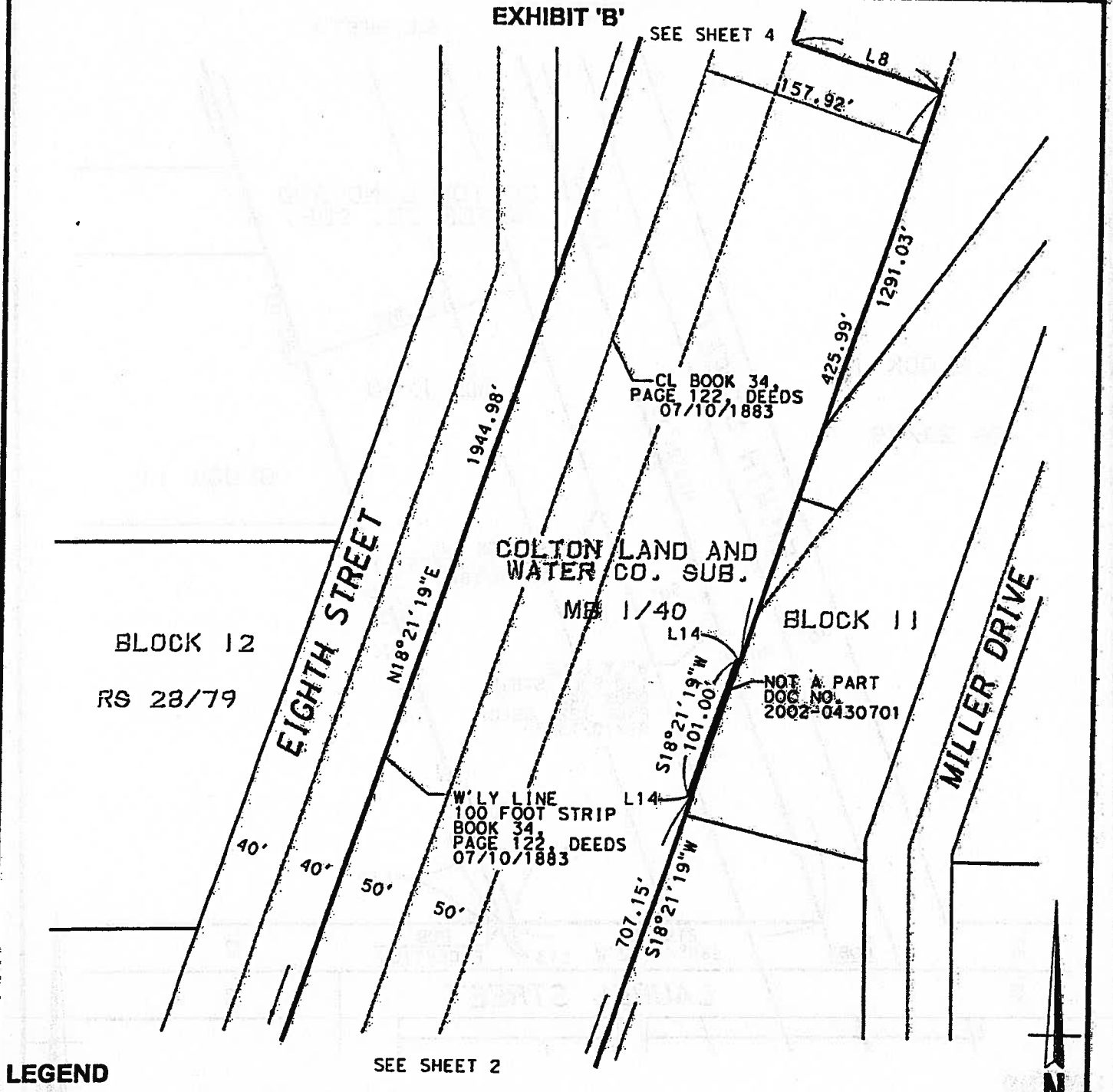
———	PROPERTY LINES
▭	EASEMENT AREA
POB	POINT OF BEGINNING
AREA	334,291± SQUARE FEET

NOTE: SEE SHEET 1 FOR LINE TABLE

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: KXG
JOB NO: TRAN0000-0004			DATE: 01/26/12
SHEET: 2 / TOTAL: 4	APN: 0160-242-33 & 34		SCALE: 1"=100'

EXHIBIT 'B'



LEGEND

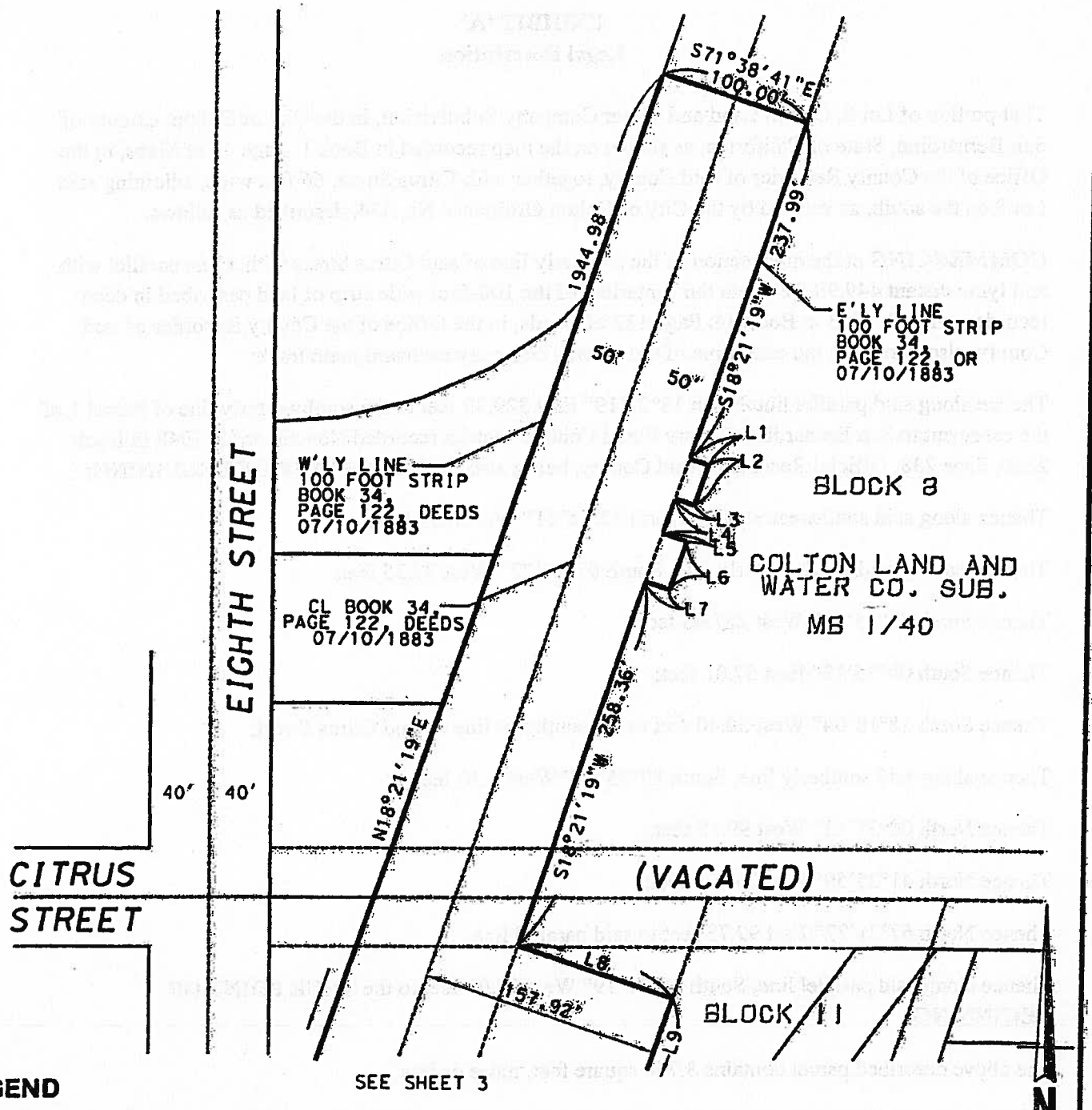
———	PROPERTY LINES
▭	EASEMENT AREA
POB	POINT OF BEGINNING
AREA	334,291± SQUARE FEET

NOTE: SEE SHEET 1 FOR LINE TABLE

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
JOB NO.: TRAN0000-0004	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: KXG
SHEET: 3 / TOTAL: 4	APN: 0160-242-33 & 34		DATE: 01/26/12
			SCALE: 1"=100'

EXHIBIT 'B'



LEGEND

———	PROPERTY LINES
▭	EASEMENT AREA
POB	POINT OF BEGINNING
AREA	334,291± SQUARE FEET

NOTE: SEE SHEET 1 FOR LINE TABLE

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: KXG
JOB NO.: TRAN0000-0004			DATE: 01/26/12
SHEET: 4 TOTAL: 4	APN: 0161-242-33 & 34		SCALE: 1"=100'

EXHIBIT 'A'
Legal Description

That portion of Lot 8, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, together with Citrus Street, 66 feet wide, adjoining said Lot 8 on the south, as vacated by the City of Colton Ordinance No. 474, described as follows:

COMMENCING at the intersection of the southerly line of said Citrus Street with a line parallel with and lying distant 449.98 feet from the centerline of the 100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County, also known as the centerline of the railway company eastward main track;

Thence along said parallel line North 18°21'19" East 329.93 feet to the southwesterly line of Parcel 1 of the easement to San Bernardino County Flood Control District recorded November 13, 1948 in Book 2320, Page 238, Official Records of said County, being also the **TRUE POINT OF BEGINNING;**

Thence along said southwesterly line North 32°15'51" West 0.39 feet;

Thence leaving said southwesterly line, South 67°21'22" West 77.35 feet;

Thence South 41°25'59" West 257.68 feet;

Thence South 00°35'13" East 57.01 feet;

Thence South 18°10'04" West 36.40 feet to the southerly line of said Citrus Street;

Thence along said southerly line, South 89°35'00" West 8.30 feet;

Thence North 00°35'13" West 99.15 feet;

Thence North 41°25'59" East 269.96 feet;

Thence North 67°21'22" East 99.73 feet to said parallel line;

Thence along said parallel line, South 18°21'19" West 27.01 feet to the **TRUE POINT OF BEGINNING.**

The above described parcel contains 8,756 square feet, more or less.

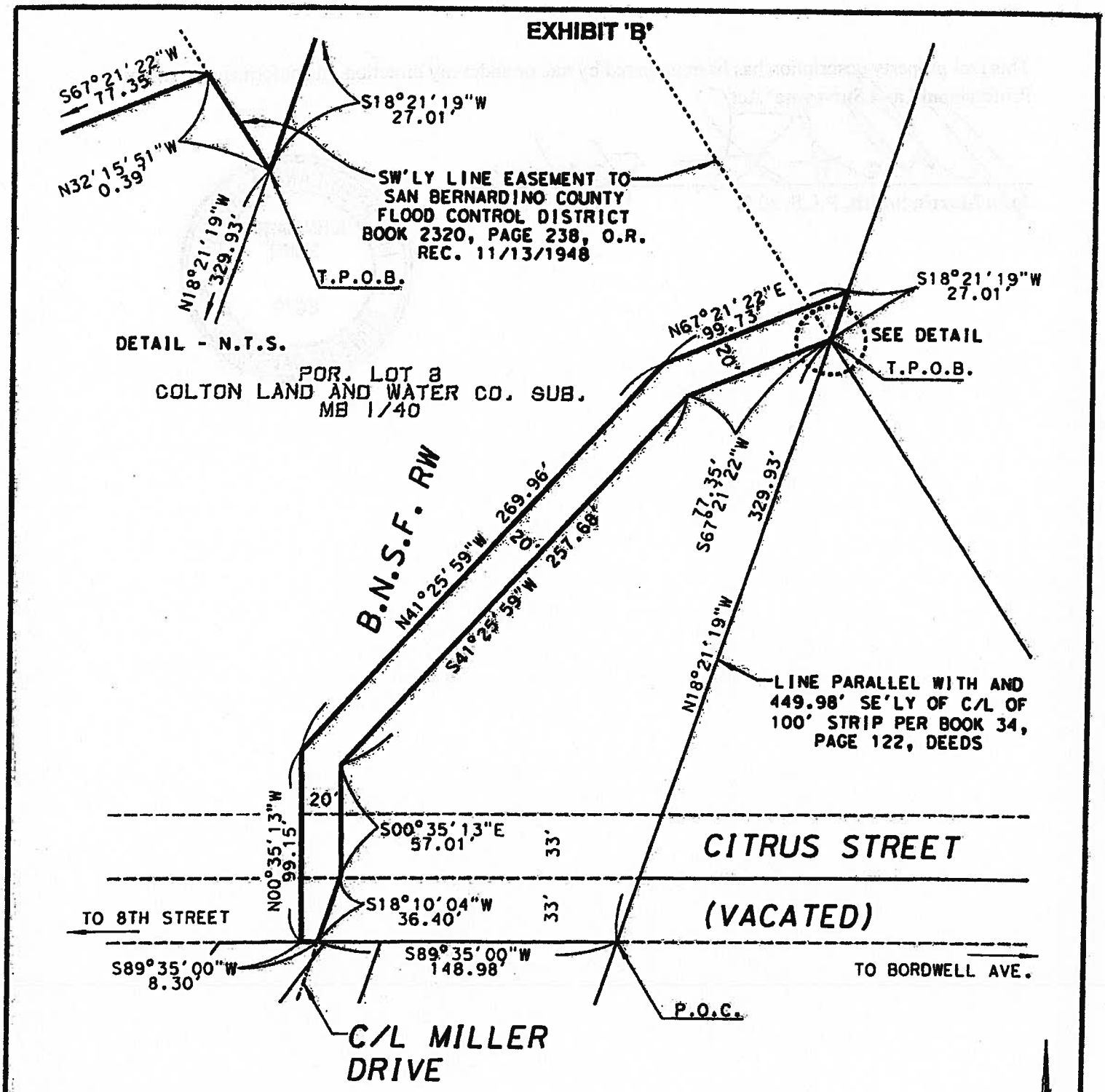
The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

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

5/24/2012

John Martin Smith, P.L.S. 8070 Date



LEGEND

PROPERTY LINES

EASEMENT AREA

P.O.C. POINT OF COMMENCEMENT
T.B.O.B. TRUE POINT OF BEGINNING
AREA 8,756±SQUARE FEET

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: MXSM
JOB NO.: TRAN0000-0004	TEMPORARY CONSTRUCTION EASEMENT		DRAWN BY: RMVE
SHEET: 1 TOTAL: 1	APN: 0160-161-04		DATE: 05/24/2012
			SCALE: NTS

EXHIBIT C

Laurel Street Grade Separation Project
Right of Way Requirements

Fee Acquisition

EXHIBIT 'A'
Legal Description

That portion of Lot 8, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, together with Citrus Street, 66 feet wide, adjoining said Lot 8 on the south, as vacated by the City of Colton Ordinance No. 474, described as follows:

BEGINNING at the intersection of the southerly line of said Citrus Street with a line parallel with and lying distant 449.98 feet from the centerline of the 100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County, also known as the centerline of the railway company eastward main track;

Thence along said parallel line North 18°21'19" East 329.93 feet to the southwesterly line of Parcel 1 of the easement to San Bernardino County Flood Control District recorded November 13, 1948 in Book 2320, Page 238, Official Records of said County;

Thence along said southwesterly line North 32°15'51" West 0.39 feet;

Thence leaving said southwesterly line, South 67°21'22" West 77.35 feet;

Thence South 41°25'59" West 257.68 feet;

Thence South 00°35'13" East 57.01 feet;

Thence South 18°10'04" West 36.40 feet to the southerly line of said Citrus Street;

Thence along said southerly line, North 89°35'00" East 148.98 feet to the **POINT OF BEGINNING.**

The above described parcel contains 37,243 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

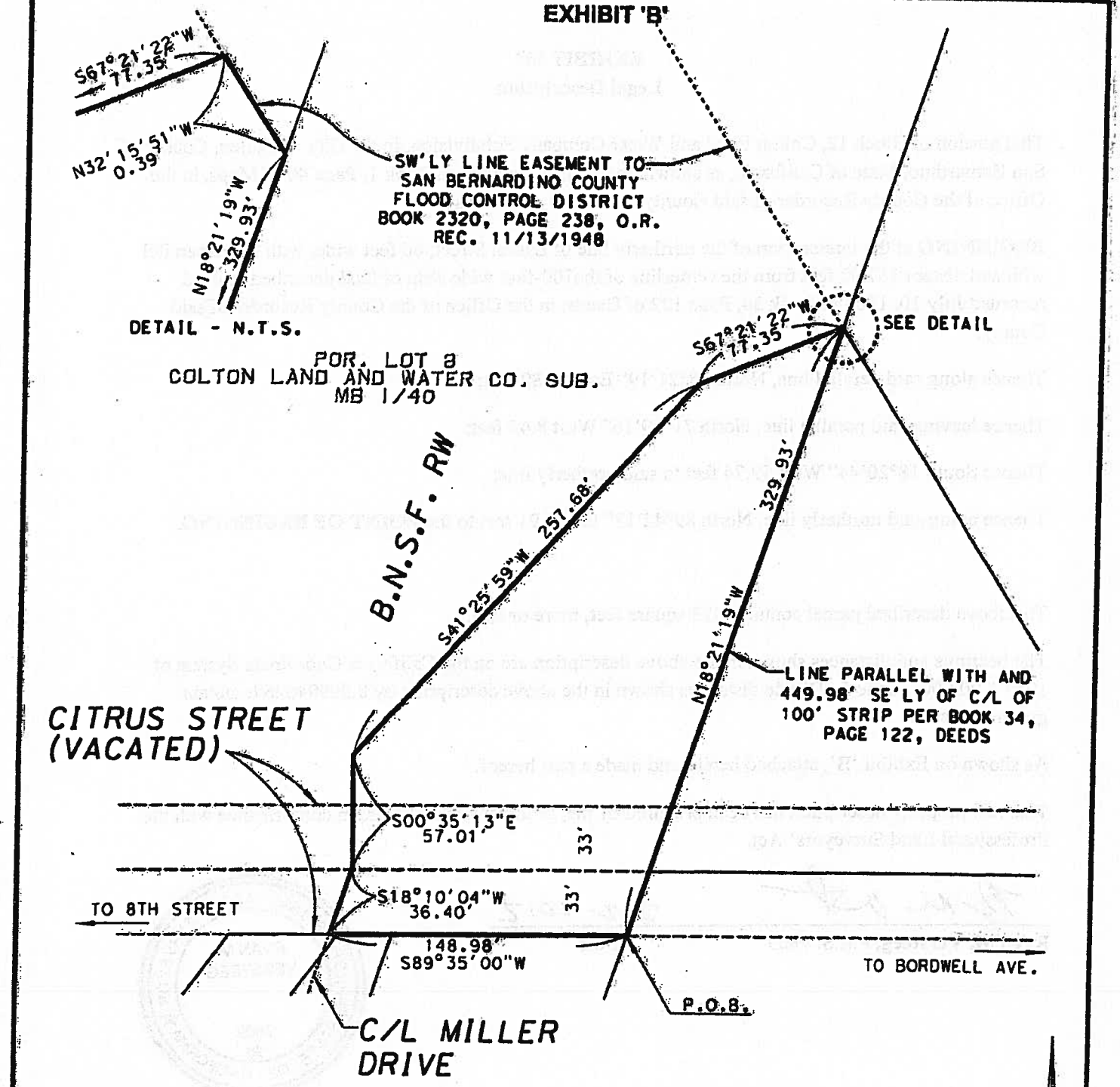
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

5/29/12

John Martin Smith, P.L.S. 8070 Date

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0160-161-04 RW.docx

EXHIBIT 'B'



LEGEND

———	PROPERTY LINES
▭	EASEMENT AREA
POB	POINT OF BEGINNING
AREA	37,243±SQUARE FEET

DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: MXSM
JOB NO.: TRAN0000-0004	RIGHT-OF-WAY EASEMENT		DRAWN BY: RMVE
SHEET: 1 / TOTAL: 1	APN: 0160-161-04		DATE: 05/29/2012
			SCALE: NTS

EXHIBIT 'A'
Legal Description

That portion of Block 12, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the intersection of the northerly line of Laurel Street, 66 feet wide, with a line parallel with and distant 157.92 feet from the centerline of the100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County;

Thence along said parallel line, North 18°21'19" East 56.89 feet;

Thence leaving said parallel line, North 71°39'16" West 8.45 feet;

Thence South 18°20'44" West 59.74 feet to said northerly line;

Thence along said northerly line, North 89°42'12" East 8.91 feet to the **POINT OF BEGINNING.**

The above described parcel contains 493 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

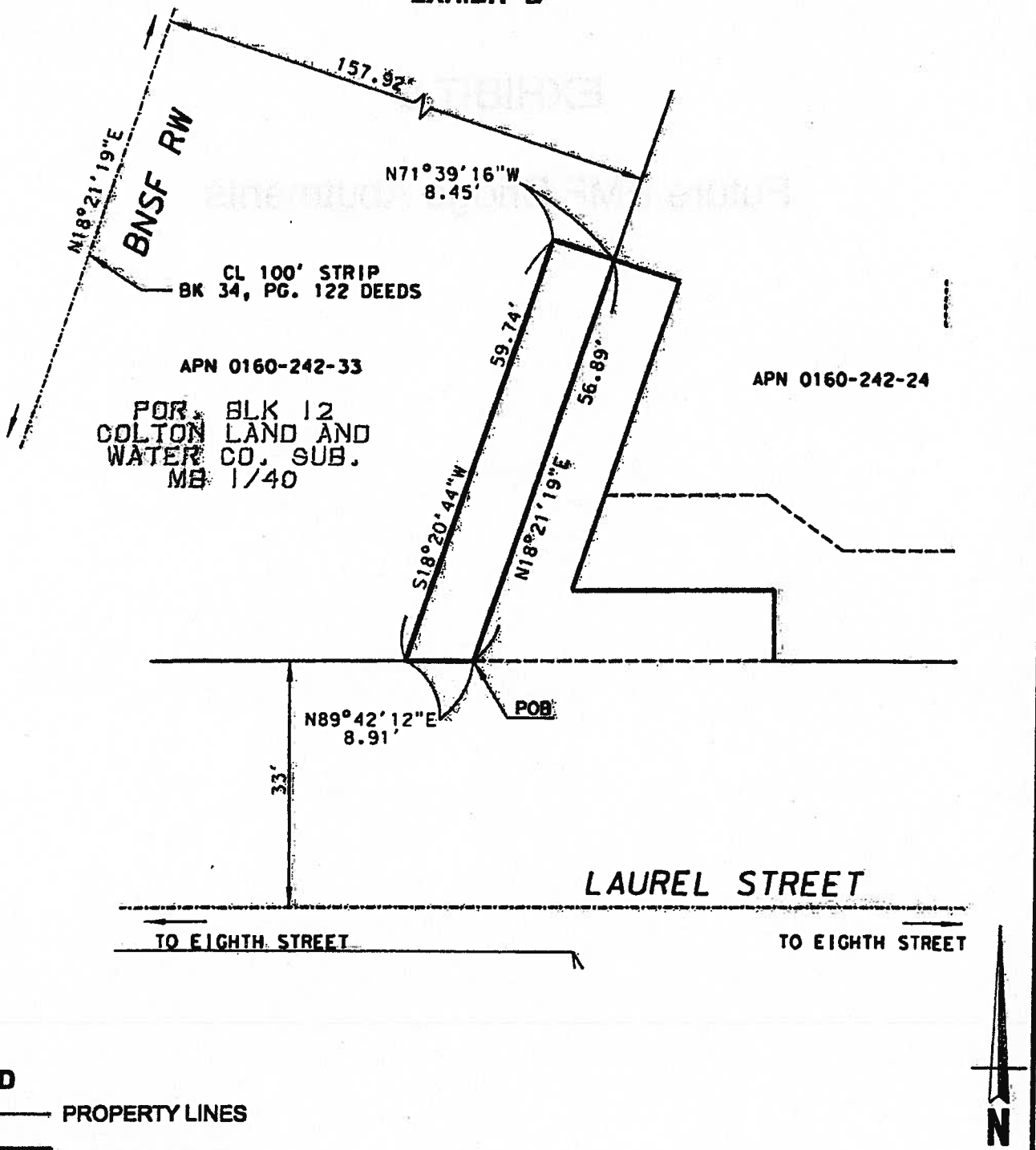
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

2-2-2012

Ryan M. Versteeg, P.L.S. 7809 Date

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0160-242-33 RW.docx

EXHIBIT 'B'



LEGEND

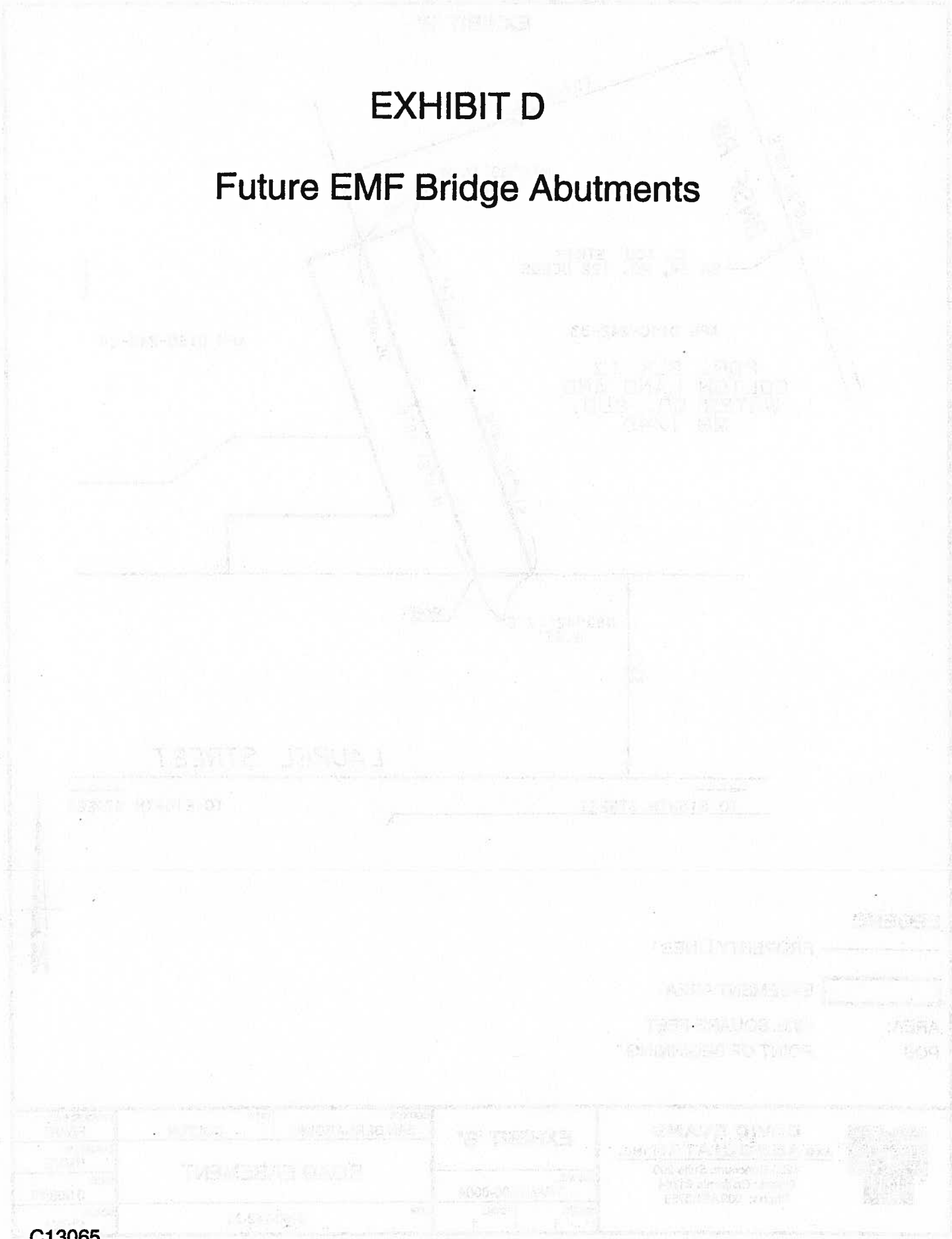
———	PROPERTY LINES
▭	EASEMENT AREA
AREA:	493± SQUARE FEET
POB	POINT OF BEGINNING

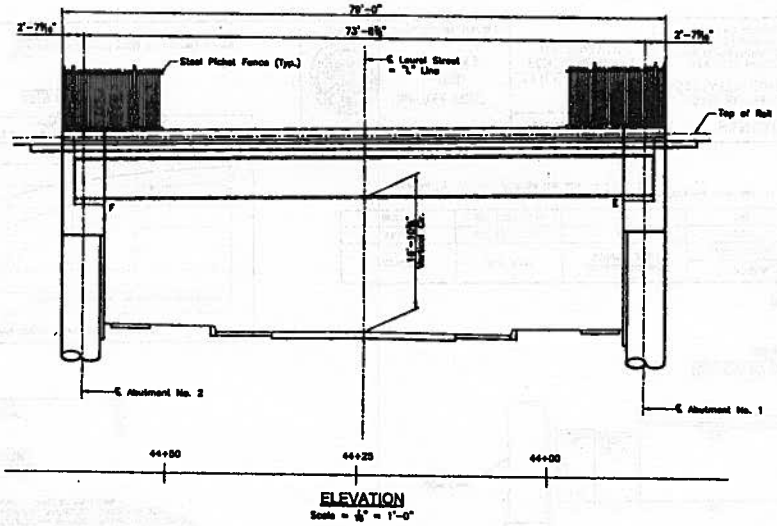
DAVID EVANS AND ASSOCIATES INC.
4200 Concours, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'	COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	ROAD EASEMENT		DRAWN BY: RMVE
JOB NO.: TRAN0000-0004			DATE: 01/03/12
SHEET: 1 / TOTAL: 1	APN: 0160-242-33		SCALE: 1"=20'

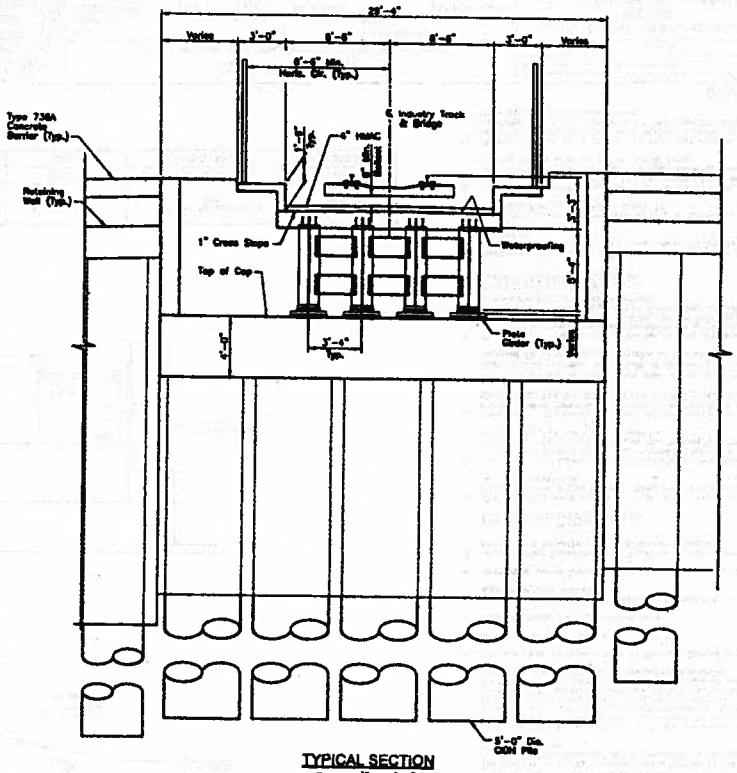
EXHIBIT D

Future EMF Bridge Abutments

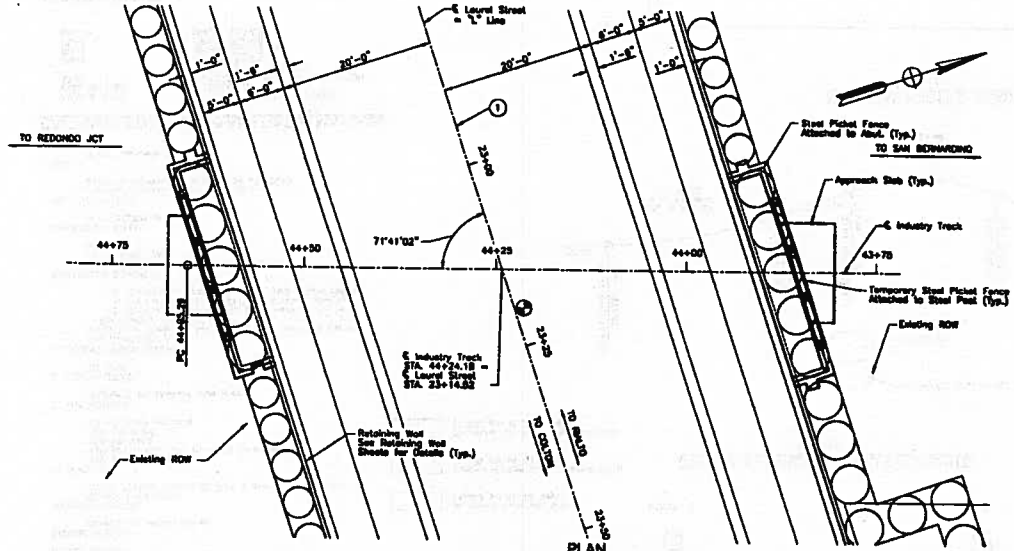




ELEVATION
Scale = 1/16" = 1'-0"



TYPICAL SECTION
Scale = 1/8" = 1'-0"



PLAN
Scale = 1/16" = 1'-0"

PROFILE GRADE
No Scale

CURVE DATA				
No.	R	Δ	T	L
1	7000.00'	4°16'47"	261.55'	522.86'

LEGEND:
- Indicates point of minimum vertical clearance
- E Indicates expansion bearing
- F Indicates fixed bearing

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

Underground Service Alert
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK
SEE TITLE SHEET T-2 FOR BENCHMARK INFORMATION

SANBAG
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

REGISTERED PROFESSIONAL ENGINEER
CARDEN E. McDONALD
No. 52560
Exp. 12/31/12
STATE OF CALIFORNIA

CITY OF COLTON
PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT

PREPARED BY: Transcendence
6 HUTTON CENTRE DRIVE, SUITE 1200
SANTA ANA, CA 92707

CITY ENGINEER
NAME: AMER AKKER
R.C.E. 50632
EXPIRES 9-30-13
APPROVED: _____ DATE: _____

PRINCIPAL ENGINEER S.E. No. 2660 DATE
PLAN NO. 1262-1

DRAFT FINAL PLAN

REVISIONS
LAUREL STREET GRADE SEPARATION PROJECT
LAUREL ST. UNDERPASS/INDUSTRY TRACK
GENERAL PLAN
ADDRESS: COLTON, CA 92324
B-30
SHEET 232 OF 242

RAILROAD BRIDGE DESIGN CRITERIA

The railroad bridge design shall meet all applicable portions of the State of California general laws and regulations and in accordance with the requirements of the AREMA 2010 Manual and special requirements of the railroad. Detailed requirements not specifically covered in the AREMA manual shall be in accordance with the current edition of AASHTO/Caltrans Bridge Design Specifications and Memo to Designers

DESIGN:
1. AREMA Manual for Railway Engineering, 2010 Edition

DESIGN LOADING

SEISMIC DESIGN:
Chapter 9, AREMA Manual

ABUTMENT DESIGN:
Service Load Design
AREMA Manual Chapter 8, Part 2 and Part 5, Chapter 9.

1. DEAD LOAD:
150 pcf concrete
120 pcf ballast, 26" in height including ties
200 plf track
120 pcf HMAC
50 plf fence per side

2. LIVE LOADING:
Cooper E 80 Liveload plus Impact

3. DESIGN SPEED:
30 MPH

4. SEISMIC DESIGN LOADING:
Site Coefficient 1.2
Three Level Response Spectrum Curves, see ARS Curve
Performance Criteria:
1. Serviceability limit state (100 years return period)
2. Ultimate limit state (500 years return period)
3. Survivability limit state (2400 year return period)

REINFORCED CONCRETE:
fy = 60,000 psi unless otherwise noted
f'c = 4,000 psi
n = 8

STRUCTURAL STEEL:
fy = 50,000 psi

SOIL PARAMETERS:
Per Geotechnical Report provided by Earth Mechanics, Inc dated June 20, 2012

TIES: 8'-3" Concrete ties

CALTRANS STANDARD PLANS DATED MAY 2006

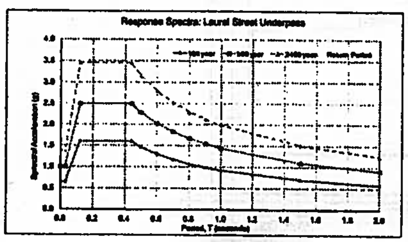
A10A & A10B	ACRONYMS AND ABBREVIATIONS
A10C & A10D	SYMBOLS
A62C	LIMITS OF PAYMENT FOR EXCAVATION AND BACKFILL BRIDGE
B0-1	BRIDGE DETAILS
B0-3	BRIDGE DETAILS
B0-5	BRIDGE DETAILS
B0-13	BRIDGE DETAILS

ABBREVIATIONS

AREMA	THE AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF-WAY ASSOCIATION
BNSF	BURLINGTON NORTHERN SANTE FE RAILWAY
CPUC	CALIFORNIA PUBLIC UTILITIES COMMISSION
FRA	FEDERAL RAILROAD ADMINISTRATION
UPRR	UNION PACIFIC RAILROAD

DEPTH FROM TOR TO BRIDGE DECK:

Rail + Tie Plates	8"
Concrete Ties	9"
Waterproofing & HMAC	3"
Min Ballast under Tie	8"
Min Total	28"



ARS CURVE

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

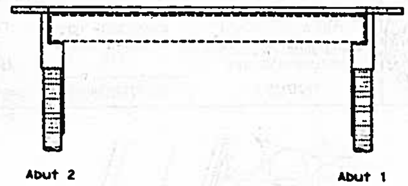
INDEX TO PLANS

SHEET NO.	Title
B-30	GENERAL PLAN
B-31	GENERAL NOTES
B-32	FOUNDATION PLAN
B-33	ABUTMENT 1 LAYOUT
B-34	ABUTMENT 2 LAYOUT
B-35	ABUTMENT DETAILS (1 OF 2)
B-36	ABUTMENT DETAILS (2 OF 2)

Structural Concrete, Bridge (4,000 psi at 28 days)

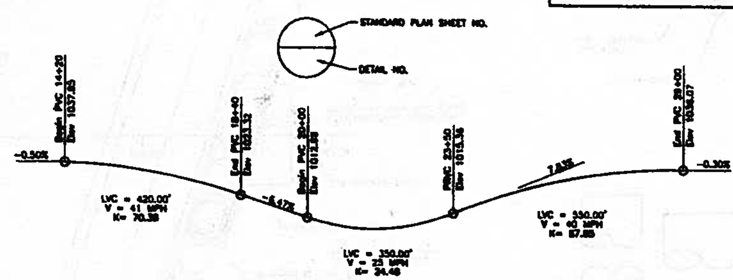
Cast-In-Drilled Hole Concrete Piling (5,000 psi at 28 days)

Structural Concrete, Approach Slab (4,000 psi at 28 days)



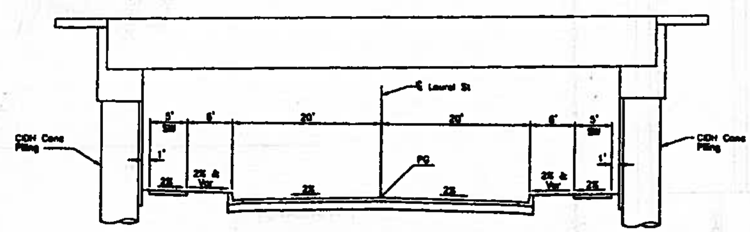
CONCRETE STRENGTH AND TYPE LIMITS

NO SCALE



ROADWAY PROFILE GRADE

NO SCALE



ROADWAY PROFILE GRADE

SCALE: 1/8"=1'-0"

SUMMARY OF QUANTITIES

DESCRIPTION	UNIT	QUANTITY
Structure Excavation (Bridge)	CY	42
Structure Backfill (Bridge)	CY	21
18" Lean Concrete Secant Pile	LF	196
60" Cast-In-Drilled-Hole Concrete Piling	LF	700
Drill and Bond Dowel	LF	170
Structural Concrete, Wall Facing	CY	18
Structural Concrete, Bridge	CY	77
Structural Concrete, Approach Slab (Type EQ)	CY	5
Architectural Treatment (Fractured Rib)	SQFT	886
Bar Reinforcing Steel (Bridge)	LB	168,845
Shotcrete	CY	35
Steel Picket Fence	LF	75
Temporary Steel Post	EA	6
Temporary Precast Concrete Panels	EA	6

PILE DATA TABLE

LOCATION	PILE TYPE	DESIGN LOADING SERVICE (kips)	NOMINAL RESISTANCE (kips)		CUT-OFF ELEVATION (ft)	DESIGN TIP ELEVATION (ft)	SPECIFIED TIP ELEVATION (ft)
			COMPRESSION	TENSION			
ABUT 1	60" CIDH Conc	450	900	0	1026.8	983.3(A), 956.8(D)	956.8
ABUT 2	60" CIDH Conc	450	900	0	1025.5	982.0(A), 955.5(D)	955.5

NOTE: Design Tip Elevation for Abutments are controlled by the following demands: (A) Compression, (D) Lateral Load
Specified Tip Elevation shall be the least of (A) & (D)

GENERAL NOTES

CONSTRUCTION:

1. All demolition within the Railroad's right-of-way and/or demolition that may impact the Railroad's tracks or operations shall comply with the Railroad's Demolition requirements.
2. A final walk through inspection will be required by Metrolink before acceptance of the work.
3. The proposed grade separation project shall not increase the quantity and/or characteristics of the flow in the Railroad ditches and/or drainage structures.
4. The Contractor must submit a proposed method of erosion and sediment control and have the method approved by the Railroad prior to beginning any grading on the project site.
5. For Railroad coordination please refer to the Railroad's Coordination Requirements as part of the Special Provisions of this project.
6. Temporary Construction Clearances, including falsework clearances, shall comply with Minimum Construction Clearance Envelope provided in SCRRA Standard ES2101.
7. All permanent clearances shall be verified before project closeout.
8. Material specifications shall comply with the Special Provisions, the 2006 Caltrans Standard Specifications, as amended.
9. For Construction submittal requirements, see Special Provisions and Standard Specifications.
10. Contractor shall submit "Plans and Working Drawings" to Metrolink for review and approval. Submit final Metrolink for Plan archive.

CAST-IN-PLACE CONCRETE:

All concrete material, placement and workmanship shall be in accordance with Chapter 8 of the 2010 edition of AREMA and the following:

1. Minimum Compressive Strength=4000 lb. per square inch at 28 days.
2. Exposed surfaces shall be formed in a manner that will produce a smooth and uniform appearance without rubbing or plastering. Exposed edges of 90 degrees or less are to be chamfered ¾" x ¾". Top surface to have a smooth finish, free of all float or trowel marks with the exception that a broom finish be used on all walkway surfaces.
3. Concrete shall be proportioned such that the water-cementitious material ratio (by weight) does not exceed the values in AREMA Table 8-1-8. Precast concrete must contain a minimum of 610 pounds of cementitious material per cubic yard of concrete. Cast-in-place concrete must contain a minimum of 565 pounds of cementitious material per cubic yard of concrete. If fly ash is used with cement it shall be limited to 15% of cementitious material.
4. Cement shall be Type I, II or III Portland Cement per ASTM C150.
5. Coarse aggregate shall be size no. 67.
6. Fine aggregate shall be natural sand.
7. Admixtures, other than air entrainment, shall not be used without approval by the Railroad.
8. Membrane curing compound shall conform to ASTM C309 Type 2.
9. Apply Thoflex Epoxy Adhesive 24LPL or approved alternate before placing new concrete against hardened surfaces.

PRECAST CONCRETE:

1. The fabricator shall stencil the fabricator's name, date of fabrication, the bridge number, lifting weight and piece mark on each component.
2. The production facility must be precertified. Production procedures for the manufacture of precast members shall be in accordance with AREMA and the current edition of the Precast Concrete Institute's Manual MNL 116 for Quality Control.
3. Dimensional tolerances governing the manufacture of precast members shall conform to Division VI, Section 6.4.6 of the PCI Manual MNL 116 for QC. Tolerance for lifting devices shall be ±½".
4. The area around all lifting loops shall be recessed so that the loops can be removed to a depth of ¾" and grouted. Properly designed lift anchors are acceptable in lieu of lifting loops.
5. The fabricator will be responsible for loading and properly securing the precast concrete members for shipment. All concrete components shall be made available, at the Railroad's discretion, for inspection by the Engineer-of-Record and the Railroad at the fabricator's plant prior to shipment.

REINFORCING STEEL:

1. Reinforcing Steel shall be deformed, new billet bars per current ASTM A615 Specifications and meet Grade 60 requirements or as indicated.
2. Reinforcing Steel requiring field welding or bending shall conform to ASTM A706 Specifications, Grade 60.
3. Fabrication of reinforcing steel shall be per Chapter 7 of the CRSI Manual of Standard Practice. Ultimate splicing must be done in accordance with Caltrans Standard Specifications, dimensions of bending details shall be out to out of bars.
4. Reinforcing steel is to be blocked to proper location and securely wired against displacement. Tack welding of reinforcement is prohibited. Minimum concrete cover not otherwise noted shall meet current AREMA requirements.

DRAFT FINAL PLAN

Underground Service Alert
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

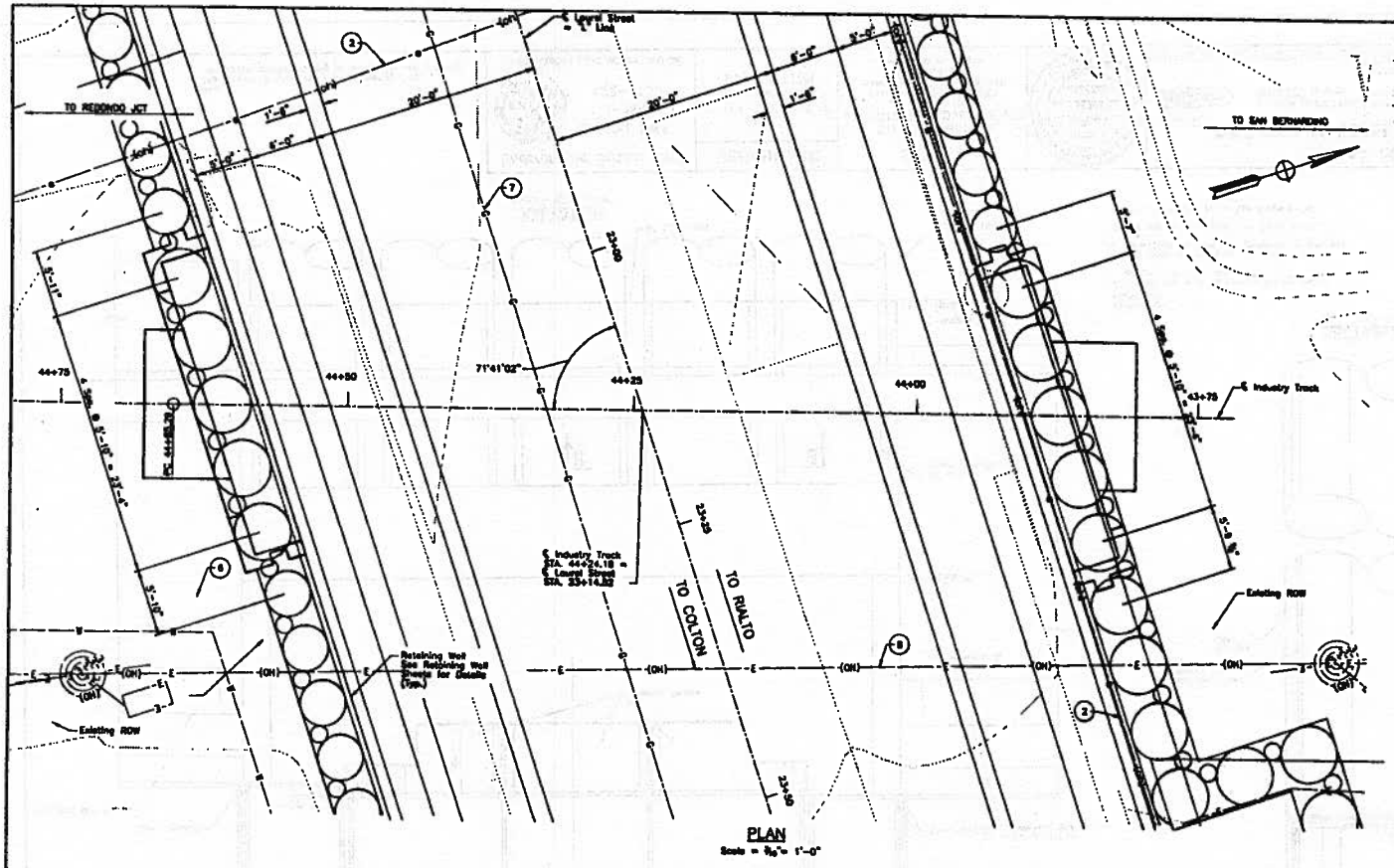
BENCHMARK
SEE TITLE SHEET T-2 FOR BENCHMARK INFORMATION

SANBAG
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

CITY OF COLTON
PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT
PREPARED BY:
CITY ENGINEER
EXPIRES 9-30-13
APPROVED: ____ DATE: ____
PRINCIPAL ENGINEER S.E. No. 2660 DATE
PLAN NO. 1282-1

REVISIONS | DATE | APPR.

LAUREL STREET GRADE SEPARATION PROJECT
LAUREL ST. UNDERPASS/INDUSTRY TRACK
GENERAL NOTES
ADDRESS: COLTON, CA 92324
B-31



PLAN
Scale = 3/32"= 1'-0"

EXISTING UTILITIES:

	OWNER	DESCRIPTION	STATUS
1	SCG	2" Gas line in 4" casing	Removed
2	City of Colton/AT&T/TWC	Overhead Electrical	Removed
3	AT&T/Nextel G	Overhead Phone	To Remain
4	Sprint	Fiber optic line	Relocated
5	MCI	(Abandoned)	
6	City of Colton	12" CMLC Water in 24" casing	Removed

PROPOSED NEW UTILITIES:

	OWNER	DESCRIPTION
7	SCG	2" Gas
8	City of Colton/AT&T	12 kV Overhead Electrical
9	Sprint	2-4" HPS Fiber optic lines
10	City of Colton	Double 14x7 RSC

Note: For Utility relocation, see "Utility Plans".

BENCHMARK:

Benchmark: M 471

Elevation: 1088.11 feet

Datum: North American Vertical Datum of 1988 (NAVD88)

Agency: National Geodetic Survey (NGS)

Description: A bench mark disk set vertically in the north face of the northeast pilaster of a building at the intersection of I Street and 3rd Street, in the City of San Bernardino, California; 15.3 feet west of the west curb of I Street, 14.1 feet south of the south curb of 3rd Street and 2.2 feet above the sidewalk.

NOTES:

1. For size and type of existing utilities, potholo information and overhead utility elevations, see "Utility Plans".
2. For Piling details, see "Abutment 1 Layout" and "Abutment Details No. 1" sheets.
3. For Curve Data, see "General Plan" sheet.
4. Temporary shoring system required for construction of Double 14x7 RSC, see "Road Plans".

LEGEND:

Indicates 60" CIDH Conc Piling

Indicates 48" CIDH Conc Ext Piling

Indicates 16" Loan Conc Secant Piling

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

Underground Service Alert
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK
SEE TITLE SHEET T-2 FOR BENCHMARK INFORMATION

SANBAG
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909) 884-8276
www.sanbag.ca.gov

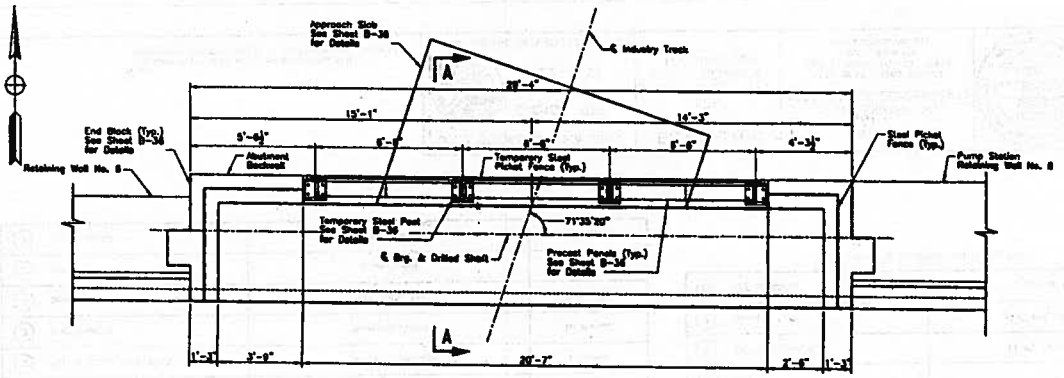
REGISTERED PROFESSIONAL ENGINEER CHRIS E. NORMAN No. 2660 Exp. 12/31/13 CIVIL STATE OF CALIFORNIA

CITY OF COLTON
PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT
CITY ENGINEER
PREPARED BY: [illegible] 650 E. HOSPITALITY LANE, SUITE 320, SAN BERNARDINO, CA 92408
NAME: AMER JAKHER R.C.E. 59832 EXPIRES 9-30-13
APPROVED: _____ DATE: _____
PRINCIPAL ENGINEER R.E. No. 2660 DATE
PLAN NO. 1282-1

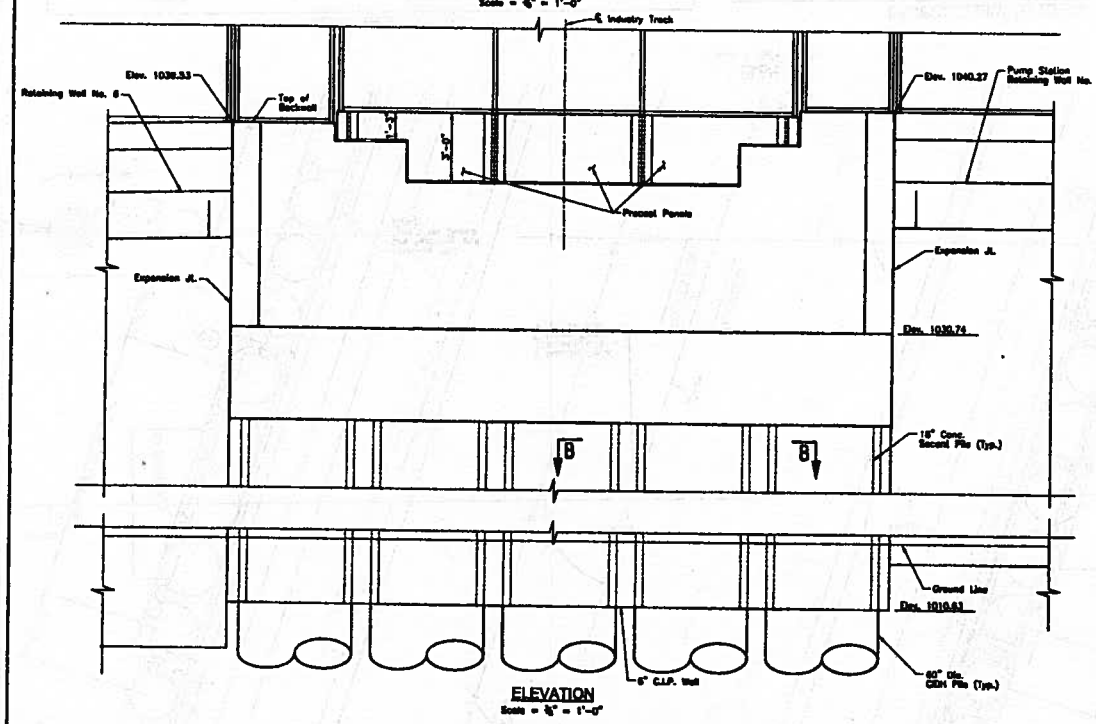
DRAFT FINAL PLAN

NO.	REVISIONS	DATE	APPR.

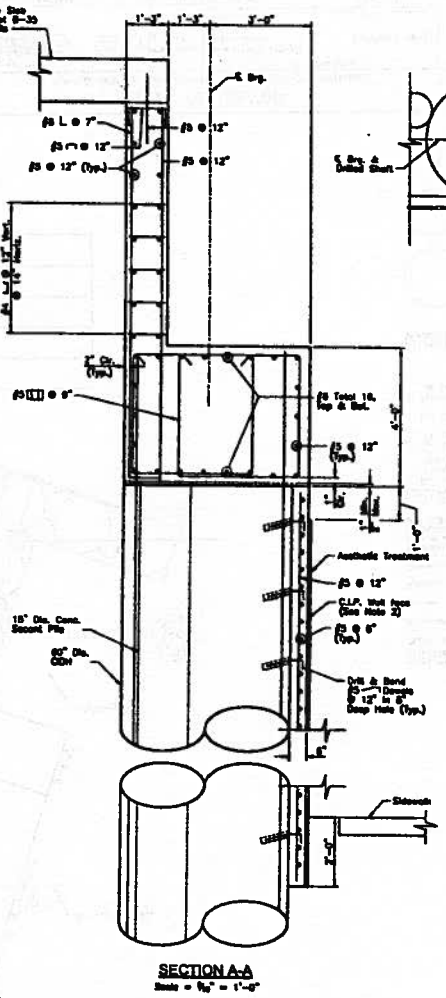
LAUREL STREET GRADE SEPARATION PROJECT
LAUREL ST. UNDERPASS/INDUSTRY TRACK FOUNDATION PLAN
ADDRESS: COLTON, CA 92324
B-32
SHEET 234 OF 342



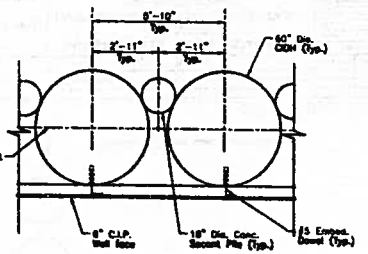
PLAN
Scale = ⅜" = 1'-0"



ELEVATION
Scale = ⅜" = 1'-0"



SECTION A-A
Scale = ⅜" = 1'-0"



SECTION B-B
Scale = ⅜" = 1'-0"

NOTES:
1. Secant pile shall be located behind and in contact with CIDH pile.
2. Any loose soil material and voids behind wall shall be filled with shotcrete or concrete.
3. For pile reinforcement, See Sheet B-35.
4. For End Block details, See Sheet B-36.

DRAFT FINAL PLAN

Underground Service Alert
Call: TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK
SEE
TITLE SHEET T-2
FOR BENCHMARK
INFORMATION

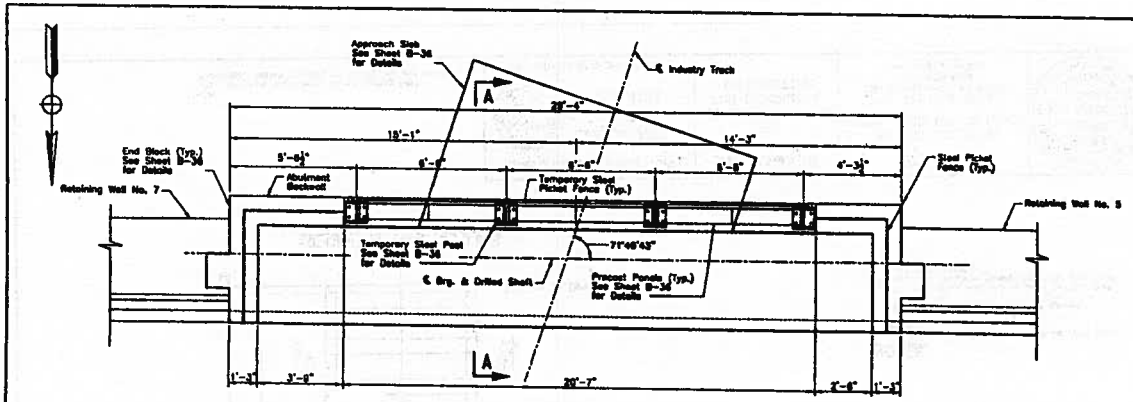
SANBAG
SAN BERNARDINO
ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

REGISTERED PROFESSIONAL ENGINEER
CHERI E. BERGHELLA
No. 18/31/18
STATE OF CALIFORNIA

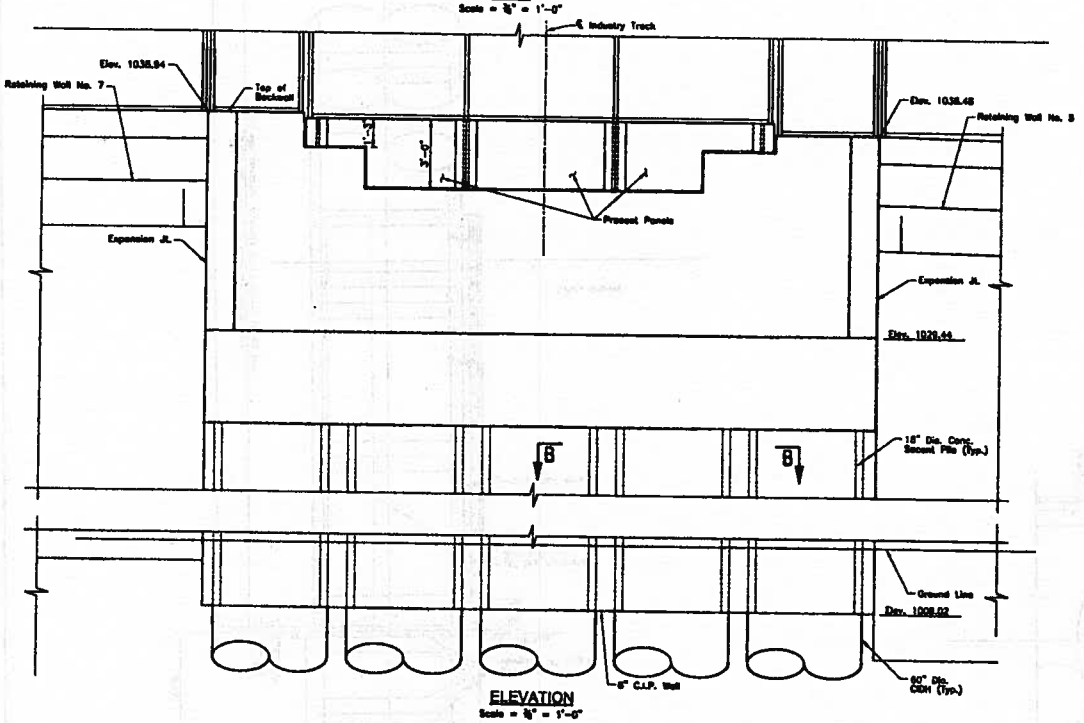
CITY OF COLTON
PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT
CITY ENGINEER
PREPARED BY: T.Y. Lin International
NAME: AMER JAKHER
R.C.E. 50532
EXPIRES 9-30-13
APPROVED: _____ DATE: _____
PRINCIPAL ENGINEER S.E. No. 2660 DATE
PLAN NO. 1282-1

LAUREL STREET GRADE SEPARATION PROJECT
LAUREL ST. UNDERPASS/INDUSTRY TRACK
ABUTMENT 1 LAYOUT
ADDRESS: COLTON, CA 92324
B-33

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.



PLAN
Scale = ⅜" = 1'-0"



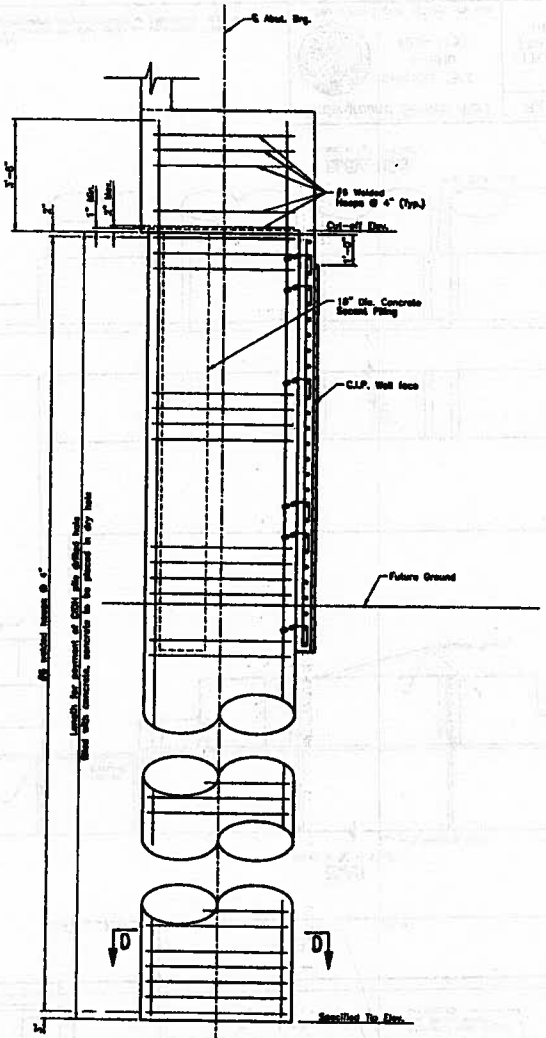
ELEVATION
Scale = ⅜" = 1'-0"

NOTES:

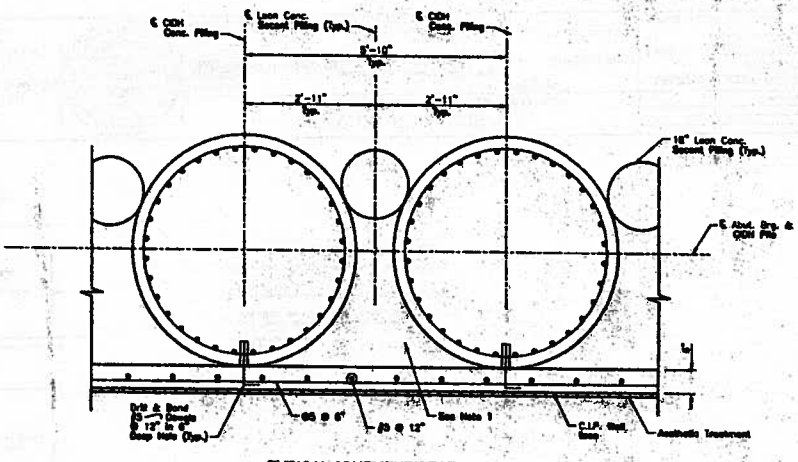
1. Any loose soil material and voids behind wall shall be filled with shotcrete.
2. For Sections A-A and B-B, see "Abutment 1 Layout" sheet.
3. For pile reinforcement, See Sheet B-35.
4. For End Block details, See Sheet B-36.

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

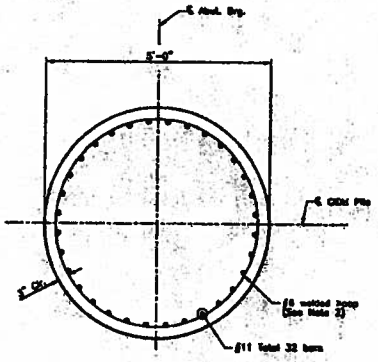
Underground Service Alert Call: TOLL FREE 1-800 422-4133 TWO WORKING DAYS BEFORE YOU DIG	BENCHMARK SEE TITLE SHEET T-2 FOR BENCHMARK INFORMATION	SANBAG SAN BERNARDINO ASSOCIATED GOVERNMENTS 1170 WEST THIRD STREET SAN BERNARDINO, CA 92410 (909)884-8276 www.sanbag.ca.gov	REGISTERED PROFESSIONAL ENGINEER CHRIS E. McDANIEL No. 52260 Exp. 12/31/13 CIVIL STATE OF CALIFORNIA	CITY OF COLTON PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT PREPARED BY: 8 KOTTE CENTRE DRIVE, SUITE 100, CHINO HILLS, CA 91709 CITY ENGINEER: MARK J. AMER JARMER, R.C.E. 50832, EXPIRES 9-30-13 APPROVED: _____ DATE: _____ PRINCIPAL ENGINEER R.E. No. 2660 DATE PLAN NO. 1282-1	DRAFT FINAL PLAN LAUREL STREET GRADE SEPARATION PROJECT LAUREL ST. UNDERPASS/INDUSTRY TRACK ABUTMENT 2 LAYOUT ADDRESS: COLTON, CA 92324 B-34



60" CIDH CONCRETE PILING
Scale = ½" = 1'-0"



TYPICAL ABUTMENT SECTION
Scale = ½" = 1'-0"

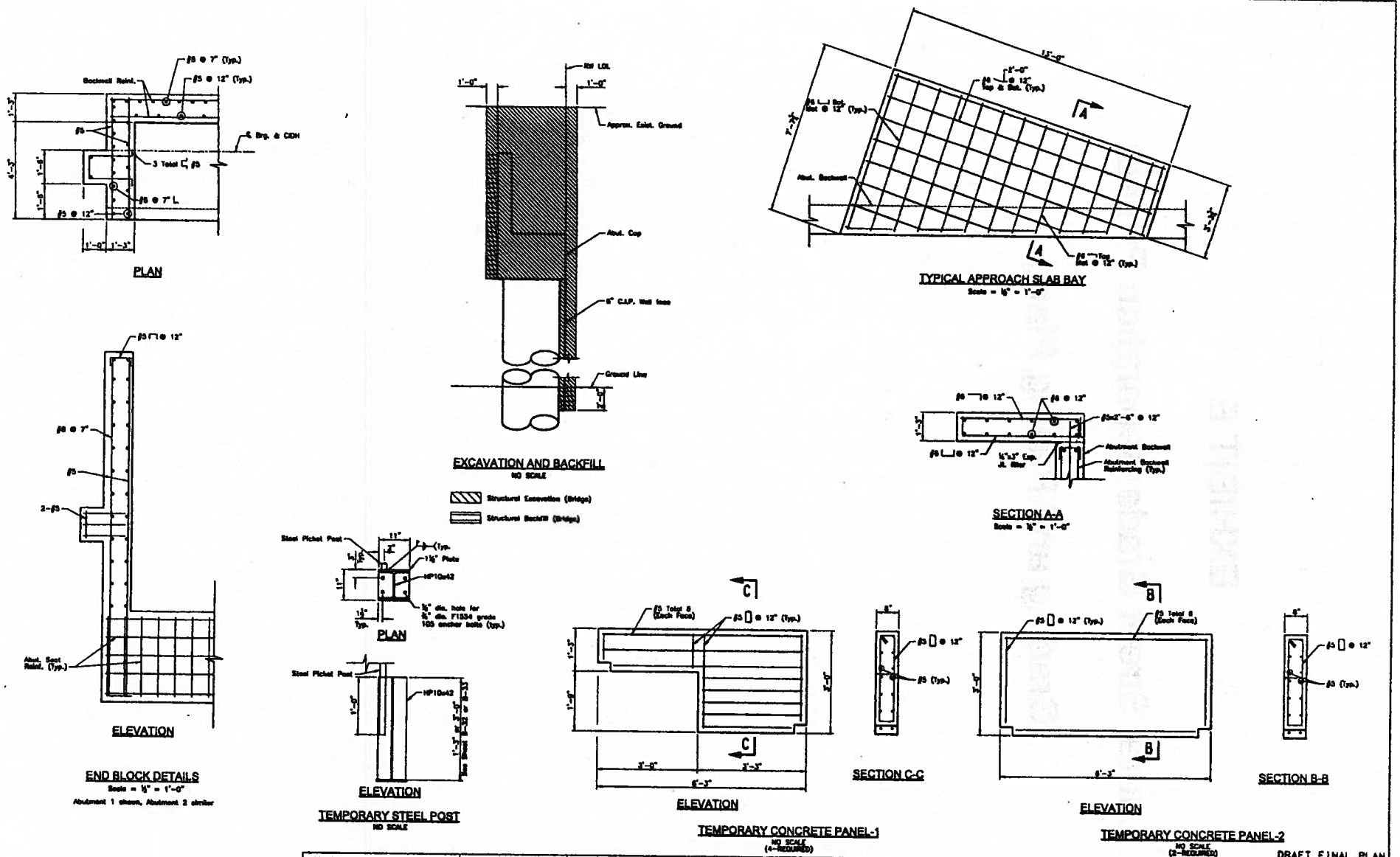


SECTION D-D
Scale = ½" = 1'-0"

NOTES:
1. All voids behind facing wall shall be filled with shotcrete or concrete.
2. #8 hoops shall be ultimate butt spliced.
3. PVC inspection tube are required for the CIDH piles, see Technical Specifications for inspection tube requirements.

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

Underground Service Alert — Call: TOLL FREE 1-800 422-4133 — TWO WORKING DAYS BEFORE YOU DIG	BENCHMARK — SEE TITLE SHEET T-2 FOR BENCHMARK INFORMATION	SANBAG — SAN BERNARDINO ASSOCIATED GOVERNMENTS — 1170 WEST THIRD STREET SAN BERNARDINO, CA 92410 (909)884-8276 www.sanbag.ca.gov	REGISTERED PROFESSIONAL ENGINEER — CLAUDE G. DeSANTIS — No. 52200 — Exp. 12/31/13 — STATE OF CALIFORNIA	CITY OF COLTON — PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT — PREPARED BY: [illegible] — 1 UNION SQUARE DRIVE, SUITE 100, Ca 92507 — CITY ENGINEER: MARK ANEN ANDREW, R.C.E. 52232 — EXPIRES 6-30-13 — APPROVED: _____ DATE: _____ — PRINCIPAL ENGINEER S.E. No. 2660 DATE — PLAN NO. 1282-1	DRAFT FINAL PLAN — LAUREL STREET GRADE SEPARATION PROJECT — LAUREL ST. UNDERPASS/INDUSTRY TRACK ABUTMENT DETAILS (1 OF 2) — ADDRESS: COLTON, CA 92324 — B-55 — SHEET 239 OF 242



Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

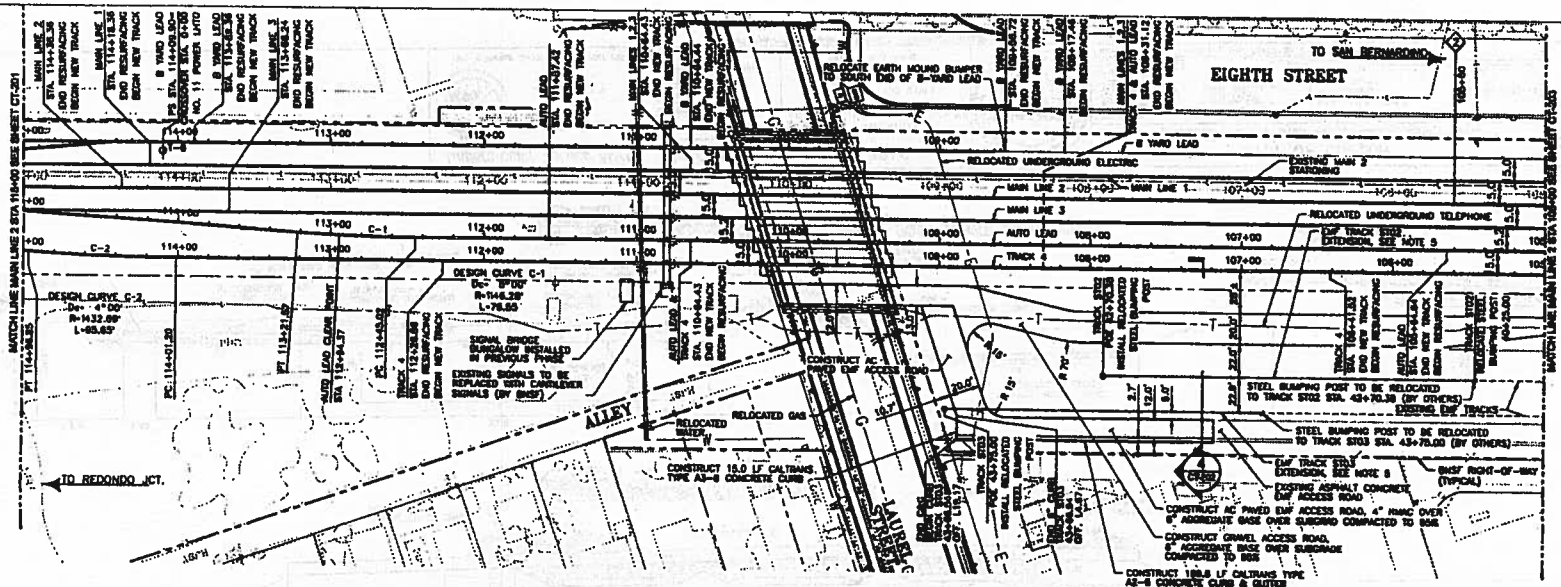
Underground Service Alert	BENCHMARK	SANBAG		CITY OF COLTON	
Call: TOLL FREE 1-800 422-4133	SEE TITLE SHEET T-2 FOR BENCHMARK INFORMATION	SAN BERNARDINO ASSOCIATED GOVERNMENTS 1170 WEST THIRD STREET SAN BERNARDINO, CA 92410 (909)884-8276 www.sanbag.ca.gov		PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT	LAUREL STREET GRADE SEPARATION PROJECT LAUREL ST. UNDERPASS/INDUSTRY TRACK ABUTMENT DETAILS (2 OF 2)
TWO WORKING DAYS BEFORE YOU DIG				PREPARED BY: CITY ENGINEER	ADDRESS: COLTON, CA 92324
				PRINCIPAL ENGINEER S.E. No. 2660 DATE	PLAN NO. 1282-1

DRAFT FINAL PLAN

EXHIBIT E

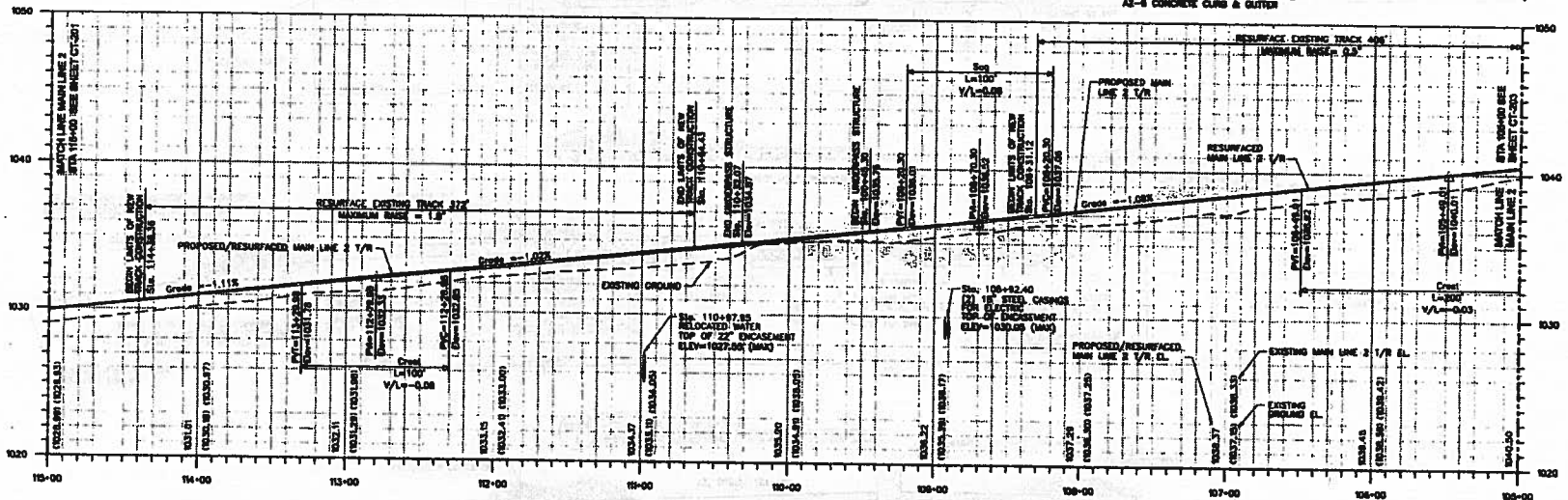
Laurel Street Grade Separation Project

Grading and Paving Plans



GENERAL NOTES:

1. BNSF RIGHT-OF-WAY AND EXISTING MAIN LINE 2 STATIONING BASED ON BNSF RAILWAY COMPANY STATION MAP FOR COLTON, CA LINE SEGMENT 7900, LAST REVISED 08-22-2008. MAIN LINE 2 STATIONING AT CENTERLINE OF LAUREL STREET EQUALS 108+81.5.
2. MAXIMUM OPERATING SPEED AND DESIGN SPEED IS 30 MPH ON ALL EXISTING AND PROPOSED TRACKS, EXCEPT AURD LEAD OPERATING SPEED = 10 MPH.
3. AFTER SHOOFLY UNDERPASS CONSTRUCTION IS COMPLETE, SHOOFLY TRACKS WILL BE REMOVED AND THE EXISTING TRACK ALIGNMENTS WILL BE MAINTAINED AS SHOWN.
4. SIGNAL EQUIPMENT AND LOCATIONS ARE SHOWN FOR CLARITY ONLY. ALL SIGNAL DESIGN WILL BE COMPLETED BY BNSF.
5. BALLAST, TIES, AND RAIL FOR EMF TRACK EXTENSION WILL BE BY OTHERS. CONTRACTOR IS RESPONSIBLE FOR PREPARATION OF SUBGRADE, HMAC (AS SUBBALLAST), AND UNDERDRAINS FOR EMF TRACK EXTENSION.



MAIN LINE 2 PROFILE - POST-CONSTRUCTION PHASE

PLAN NORTH

SCALE 1" = 40' (0, 40, 80, 120 FEET)

8-22-2012
100% SUBMITTAL

BNSF RAILWAY

CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP 1.8 TO MP 2.3
LINE SEGMENT 7602

Underground Service Alert
Call:TOLL FREE 1-800 422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK
SEE GENERAL NOTES SHEET FOR BENCHMARK INFORMATION

SANBAG
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

REGISTERED PROFESSIONAL ENGINEER — KRISTA M. LANSING — No. 72958 — Exp. 09-30-13 — CIVIL — STATE OF CALIFORNIA

PREPARED BY: HUNTER CENTRE DRIVE, SUITE 200, SANTA ANA, CA 92707 — 8/17/2012

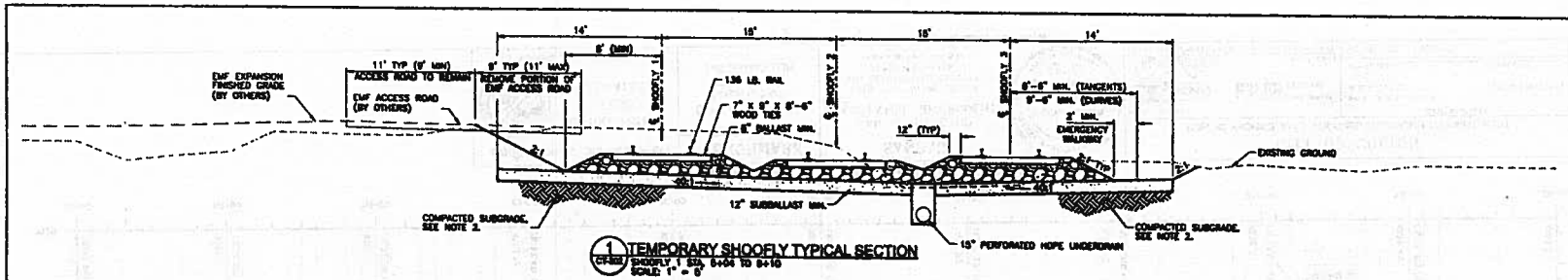
CITY OF COLTON
PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT
CITY ENGINEER
NAME: AMER JAMAR
R.C.E. 50932 EXPIRES 9-30-13
APPROVED: _____ DATE: _____
PRINCIPAL ENGINEER R.C.E. No. 72460 DATE
PLAN NO. 1282-1

REVISIONS	DATE	APP'D

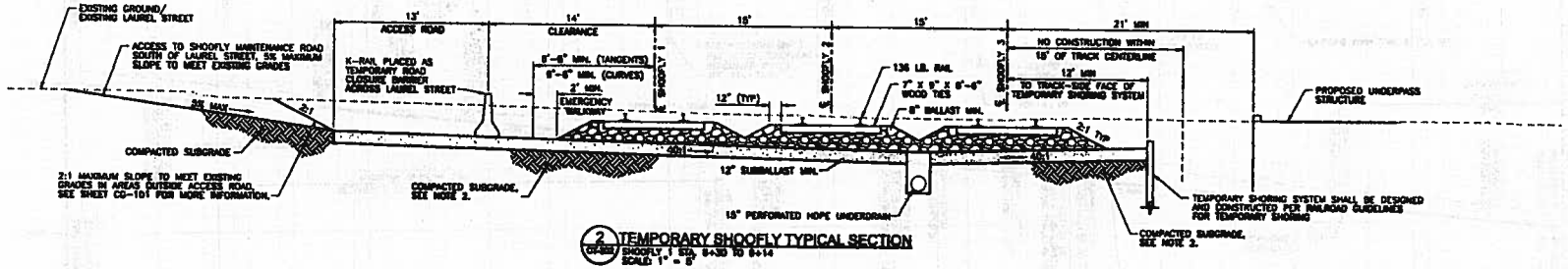
LAUREL STREET GRADE SEPARATION PROJECT
MAIN LINE 2 PLAN AND PROFILE
POST-CONSTRUCTION PHASE

ADDRESS: COLTON, CA 92324 — CT-202 — SHEET 16 OF 43

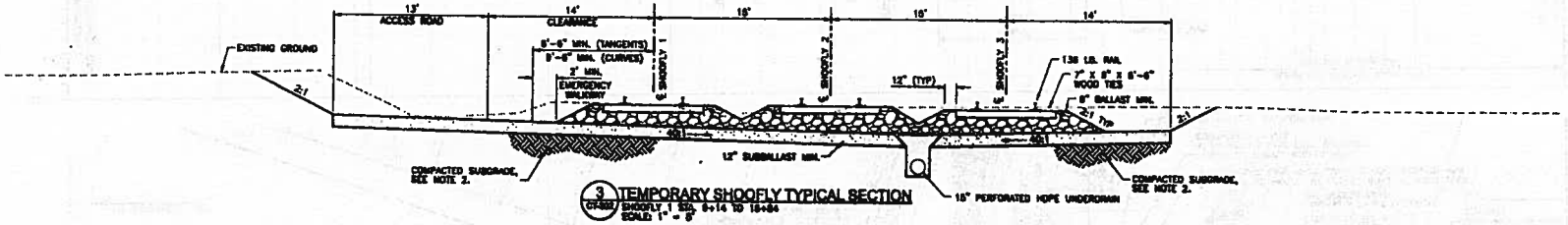
If This Drawing is Less Than 22" X 34" It is a Reduced Size Drawing



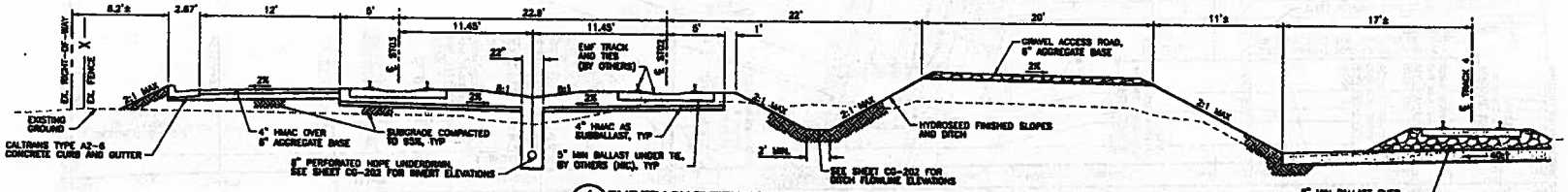
1 TEMPORARY SHOOFLY TYPICAL SECTION
CT-302 SHOOFLY 1 STA. 8+04 TO 8+10
SCALE: 1" = 8'



2 TEMPORARY SHOOFLY TYPICAL SECTION
CT-302 SHOOFLY 1 STA. 8+30 TO 8+14
SCALE: 1" = 8'



3 TEMPORARY SHOOFLY TYPICAL SECTION
CT-302 SHOOFLY 1 STA. 8+14 TO 18+84
SCALE: 1" = 8'



4 EMF TRACK EXTENSION TYPICAL SECTION - POST CONSTRUCTION PHASE
CT-302 TRACK STA. 40+25 TO 43+91
SCALE: 1" = 8'

GENERAL NOTES:

1. DEPTH OF BALLAST NOTED IS MEASURED FROM BOTTOM OF TIE.
2. PRIOR TO PLACING SUBBALLAST, THE EXPOSED SUBGRADE SHOULD BE PROOF-ROLLED WITH A HEAVY VIBRATORY PAD-FOOT OR SMOOTH WHEEL ROLLER (MINIMUM OPERATING WEIGHT OF 15 TONS), AT LEAST 4 PASSES SHOULD BE ACCOMPLISHED FOR PROOF-ROLLING THE SUBGRADE. THE SUBGRADE SURFACE SHOULD BE SMOOTHED AND SHOULD BE OBSERVED TO BE FIRM AND UNYIELDING PRIOR TO PLACING THE SUBBALLAST.

8-22-2012
100% SUBMITTAL

BNSF RAILWAY
CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP LB TO MP 2.1
LINE SEGMENT 7602

Underground Service Alert
Call:TOLL FREE 1-800 422-4133
TWO WORKING DAYS BEFORE YOU DIG

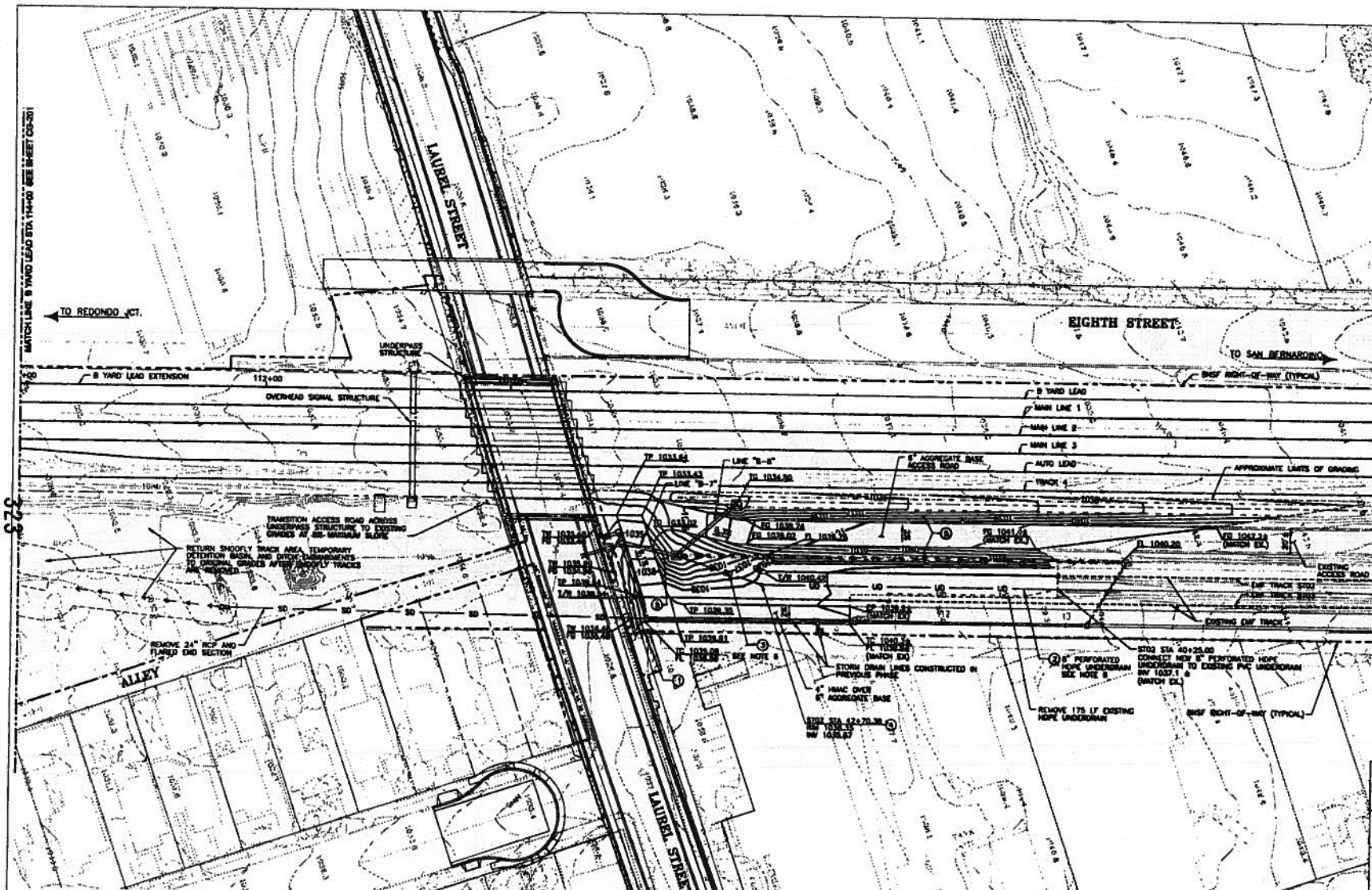
BENCHMARK
SEE GENERAL NOTES SHEET FOR BENCHMARK INFORMATION

SANBAG
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

CITY OF COLTON
PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT
PREPARED BY: [illegible] 8/17/2012
PRINCIPAL ENGINEER R.C.E No. 75460 DATE
CITY ENGINEER
NAME: AMER JAMMER
R.C.E. 50532 EXPIRES 9-30-13
APPROVED: DATE:
PLAN NO. 1282-1

LAUREL STREET GRADE SEPARATION PROJECT
TYPICAL SECTIONS
ADDRESS: COLTON, CA 92324
CT-302 SHEET 23 OF 43

322



GENERAL NOTES:

1. PROPOSED CONTOURS ARE SHOWN TO FINISHED SURFACE ELEVATION, UNLESS OTHERWISE NOTED. CONTOURS SHOWN IN B YARD LEAD EXTENSION AREA ARE TO SUBGRADE ELEVATION.
2. SEE CT SERIES SHEETS FOR TRACK INFORMATION.
3. SEE CG-500 SERIES SHEETS FOR DRAINAGE DETAILS.
4. LOCATION AND ELEVATION OF STORM DRAIN STRUCTURES IN EMF YARD ARE BASED ON FINAL DESIGN PLANS TITLED "SAN BERNARDINO ASSOCIATED GOVERNMENTS – EASTERN MAINTENANCE FACILITY EXPANSION," DATED NOVEMBER 29, 2011, PROVIDED BY HDR ENGINEERING, INC.
5. SEE DRAINAGE LAYOUT AND PROFILE SHEETS IN SEPARATE PACKAGE FOR PERMANENT DRAINAGE STRUCTURE DESIGN INFORMATION.
6. SEE SHEET CG-302 FOR PROFILE OF UNDERDRAIN FOR EMF EXTENSION.
7. SEE TYPICAL SECTION 3 ON SHEET CT-302 FOR ADDITIONAL INFORMATION IN AREA OF EMF TRACK EXTENSION.

SHEET NOTES:

1. REMOVE TEMPORARY PIPE TO WITHIN 2' OF STRUCTURE, PLUG AND CAP.
2. TRACK UNDERDRAIN PER DETAIL 5 ON SHEET CG-501.
3. 8" HDPE PIPE.
4. CLEANOUT PER DETAIL 4 ON SHEET CG-501.
5. 2:1 MAXIMUM SLOPE

LEGEND:

- FLOW DIRECTION
- APPROXIMATE LIMITS OF GRADING
- EXISTING CONTOURS
- 1025 PROPOSED CONTOURS
- EXISTING SPOT ELEVATIONS
- UD UNDERDRAIN PIPE
- SD STORM DRAIN PIPE
- BOTTOM OF DITCH
- DITCH FLOW LINE
- RIP RAP

8-22-2012
100% SUBMITTAL

BNSF RAILWAY

CALIFORNIA DIVISION
SAN BERNARDINO SUBDIVISION
MP 1.8 TO MP 2.3
LINE SEGMENT 7602

Underground Service Alert
Call:TOLL FREE
1-800
422-4133
TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK
SEE GENERAL NOTES SHEET FOR BENCHMARK INFORMATION

SANBAG
SAN BERNARDINO ASSOCIATED GOVERNMENTS
1170 WEST THIRD STREET
SAN BERNARDINO, CA 92410
(909)884-8276
www.sanbag.ca.gov

REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

CITY OF COLTON
PUBLIC WORKS AND UTILITIES SERVICES DEPARTMENT

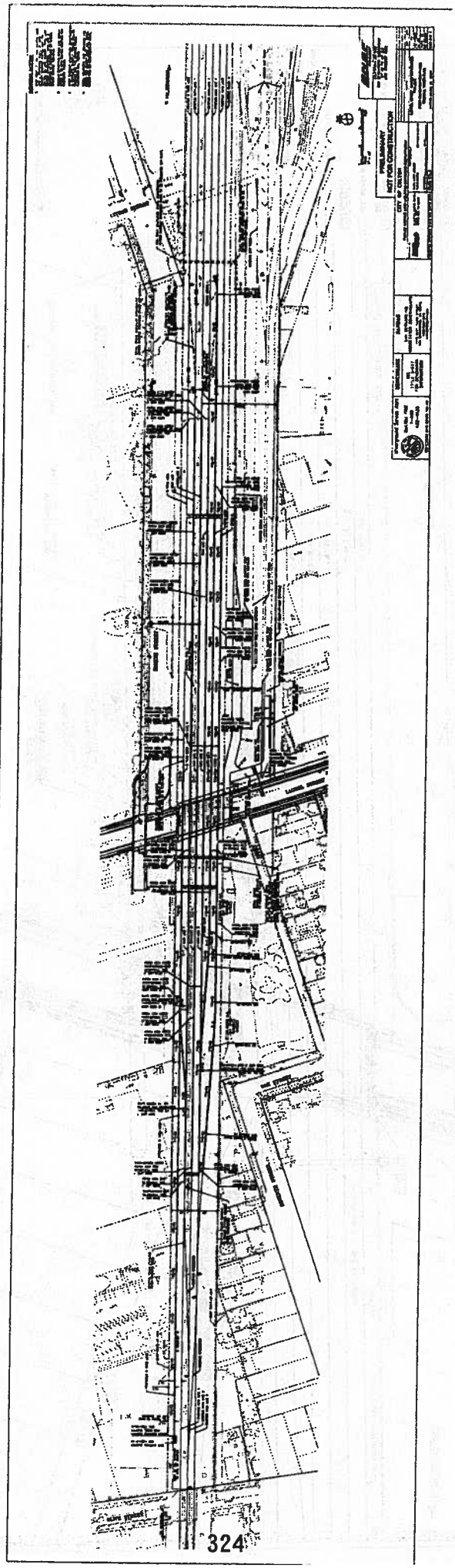
PREPARED BY:
8 HUTTON CENTRE DRIVE, SUITE 1200
SANTA ANA, CA 92707
8/17/2012
PRINCIPAL ENGINEER R.C.E No. 79460 DATE

CITY ENGINEER
NAME: AMER JAKHER
R.C.E. 50932
EXPIRES 9-30-13
APPROVED: DATE:
PLAN NO. 1282-1

REVISIONS
DATE APPR.
LAUREL STREET GRADE SEPARATION PROJECT
GRADING AND DRAINAGE PLAN
POST-CONSTRUCTION PHASE
ADDRESS: COLTON, CA 92324
CG-202
SHEET 37 OF 43

IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING

323



Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 34

Date: April 11, 2013

Subject: Award Construction Contract No. C13089 for State Route 210 Segment 8 Establish Existing Planting Project

Recommendation:* The Board, acting in its capacity as the San Bernardino County Transportation Authority:

1. Award Construction Contract No. C13089 to Pacific Restoration Group, Inc. as the lowest responsive and responsible bidder for the State Route 210 Segment 8 Establish Existing Planting Project in the amount of $499,186.00.

2. Approve Allowances/Contingency for Contract No. C13089 on the State Route 210 Segment 8 Establish Existing Planting Project in the amount of $ 119,918.60.

Background: **This agenda item provides for award of a new contract based on the competitive low bid process.** In February 2013, the Board of Directors authorized release of Invitation for Bid (IFB) No. C13089 and authorized staff to proceed directly to the Board with a recommendation for award of a four (4) year landscape maintenance contract for the SR-210 Segment 8 Establish Existing Planting Project (Project). The engineer's construction cost estimate was $500,192.00. With supplemental items, agency

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1304a-mb
Attachment: C13089 http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C13089-%20SR%20210%20Seg%208%20EEP.docx

furnished items, and contingency, the total project was estimated at $620,000.00.

On March 7, 2013, San Bernardino Associated Governments (SANBAG) received two (2) bids from landscape contractors for the Project. At the bid opening, Pacific Restoration Group, Inc. was identified as the lowest bidder at $499,186.00, followed by Diversified Landscape Co. at $542,000 (See Exhibit A).

Both bids were reviewed by staff for discrepancies and compliance with the Invitation for Bids (IFB) requirements. Based on a review of the bids, Staff is recommending that Contract No. C13089 for the SR-210 Segment 8 Establish Existing Planting Project be awarded to Pacific Restoration Group, Inc. in the amount of **$499,186.00**.

Staff is also recommending approval of Allowances/Contingency for Contract No. C13089 for the SR-210 Segment 8 Establish Existing Planting Project consisting of supplemental items, and contingency, for a total amount of **$119,918.60** (See Exhibit B). With the addition of Allowances/Contingency the total construction cost is **$619,104.60.**

Financial Impact: The recommendations are consistent with the SANBAG Fiscal Year 2012/2013 budget. The funding for this maintenance contract is Measure I-1990 Valley Major Projects, Task No. 0824.

Reviewed By: This item has not had prior Policy Committee review. SANBAG General Counsel and Contract Administrator have reviewed this item and the contract.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Exhibit A

#	Bidder	Final Bid Amount
1	Pacific Restoration Group, Inc.	$499, 186.00
2	Diversified Landscape Co	$542,000.00

Exhibit B

Item Description		Amount
BID ITEM WORK		
Construction Contract C13089 SR 210 Segment 8 Establish Existing Planting (EEP)	$	499,186.00
SUPPLEMENTAL WORK		
Mulch Replacement Allowance	$	60,000.00
Shared Cost Irrigation Repairs Damaged by Public	$	10,000.00
SUBTOTAL	$	70,000.00
CONTINGENCIES		
10% of Construction Contract	$	49,918.60
SUBTOTAL	$	49,918.60
TOTAL SUPPLEMENTAL WORK AND CONTINGENCY	$	**119,918.60**
SUMMARY		
Construction Contract C13089	$	499,186.00
Supplemental Work Items	$	70,000.00
Contingency (10%)	$	49,918.60
TOTAL	$	**619,104.60**

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 13089 Amendment No. _____

By and Between

San Bernardino Transportation Authority and Pacific Restoration Group, Inc.

Contract Description State Route 210 Segment 8 Establish existing Planting Project

Board of Director's Meeting Date: 4/3/13
Overview of BOD Action: Award Contract No. C13089 for State Route 210 Segment 8 establish existing planting project.

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

CONTRACT OVERVIEW

Original Contract Amount	$	499,186.00	**Original Contingency Amount**	$	119,918.60
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	499, 186.00	**TOTAL CONTINGENCY VALUE**	$	119,918.60
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	619, 104.60

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
4/3/13	4/3/18	

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

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0824.
☐ A Budget Amendment is required.
How are we funding current FY? MSI-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:*
MSI-1990-Valley Fund – Major Projects
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☒ Retention? If yes, indicate % 5.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ %

Mike Bannum		3/20/13
Project Manager (Print Name)	Signature	Date
Garry Cohoe		3-20-13
Task Manager (Print Name)	Signature	Date
Carrie Schindler for Andrea Zureick		3/21/13
Dir. of Fund Admin. & Programming (Print Name)	Signature	Date
Jeffery Hill		3/21/13
Contract Administrator (Print Name)	Signature	Date
William Stawarski		3/21/13
Chief Financial Officer (Print Name)	Signature	Date

CONTRACT # C13089

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

PACIFIC RESTORATION GROUP, INC.

FOR

STATE ROUTE 210 SEGMENT 8 ESTABLISH EXISTING PLANTING PROJECT

This Contract, is effective on the Effective Date as defined herein, by and between San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority (referred to hereinafter as "AUTHORITY"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and, **Pacific Restoration Group, Inc.** (referred to hereinafter as "CONTRACTOR") whose address is 325 E. Ellis Ave, Perris, CA 92572. Authority and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, AUTHORITY has determined that it requires construction of State Route 210 Segment 8 Establish Existing Planting Project; and

WHEREAS, the work described herein cannot be performed by the employees of AUTHORITY; and

WHEREAS, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform these services identified herein.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents:

a) Advertisement for Bids, first publication date February 7, 2013.
b) Bidder's Bid dated March 7, 2013.
c) California Department of Transportation Standard Plans, dated May 2006, the Standard Specifications dated May 2006, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.
d) Plans titled, "San Bernardino County in cities of Fontana and Rialto on Route 210 from 0.1 mile west of Sierra Avenue to Locust Avenue Overcrossing" dated April 30, 2010.
e) Addenda No. 1.
f) Special Provisions dated February 6, 2013.

ARTICLE 2. PAYMENT

CONTRACTOR agrees to perform all work set forth and particularly described in this Contract, incorporated herein by reference, in consideration of the Base Bid to be paid by AUTHORITY in the amount of **$ 499,186.00**

ARTICLE 3. PAYMENT AND PERFORMANCE BONDS

CONTRACTOR will furnish a Payment bond, in the form provided by AUTHORITY in the IFB, in an amount equal to one hundred percent (100%) of the contract price, and a faithful Performance bond in the form provided by AUTHORITY in the IFB, in an amount equal to one hundred percent (100%) of the contract price, said bonds, to be secured from a surety company satisfactory to AUTHORITY within ten (10) working days of the Notice of Award of this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

ARTICLE 4. RETENTION/PROMPT PAYMENT

Pursuant to California and Business Professions Code 7108.5, CONTRACTOR is required to pay all subcontractors for satisfactory performance no later than 7 days from when the CONTRACTOR receives payment from the AUTHORITY. AUTHORITY shall hold retainage from CONTRACTOR of **five percent (5%)** from each invoice, and shall make prompt and regular incremental acceptances of portions, as determined by AUTHORITY of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with AUTHORITY's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of; a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance and/or non-compliance by a subcontractor. This Article applies to all subcontractors.

ARTICLE 5. COMPENSATION

The AUTHORITY agrees to pay, and CONTRACTOR agrees to accept in full payment for the work outlined in the Contract documents, the sum of **FOUR HUNDRED NINETY-NINE THOUSAND ONE HUNDRED EIGHTY-SIX DOLLARS AND ZERO CENTS ($499,186.00),** subject to additions and deductions, if any, in accordance with said documents [including without limit that compensation due for unit price work shall be the actual number of such units performed multiplied by the unit price]. Payment shall not be made more often than once each thirty (30) days, nor shall the amount be paid in excess of ninety-five percent (95%) of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after acceptance of the Project. The Bid Schedule presented on the next page is incorporated into this Contract by this reference.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

ACCEPTED BID SCHEDULE C13089

STATE ROUTE 210 SEGMENT 8 ESTABLISH EXISTING PLANTING

Bid Items

ITEM NO.	DESCRIPTION	UNIT MEASURE	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
1	ESTABLISH EXISTING PLANTING –SR 210 SEGMENT 8 (4 years)	LS	1	$ 499,186.00	$ 499,186.00
			TOTAL BID PRICE $		$ 499,186.00

ARTICLE 6. TAXES, DUTIES AND FEES

Except to the extent expressly provided otherwise elsewhere in this Contract, CONTRACTOR shall pay when due, and the compensations set forth in this Contract shall be inclusive of all a) local, municipal, state, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONTRACTOR; and d) all other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

ARTICLE 7. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not allocated or available for the continuance of work performed by the CONTRACTOR, work directly or indirectly involved may be suspended or terminated by AUTHORITY at the end of the period for which funds are available. When AUTHORITY becomes aware that any portion of work, which will or may be affected by a shortage of funds, it will notify CONTRACTOR within fifteen (15) days. Nothing herein shall relieve AUTHORITY from its obligation to compensate CONTRACTOR for work performed pursuant to this Contract. No penalty shall accrue to AUTHORITY in the event this provision is exercised.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide AUTHORITY, or other authorized representatives or agents of AUTHORITY, access to CONTRACTOR's records which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by AUTHORITY, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow AUTHORITY or its representatives of agents to reproduce any materials as reasonably necessary. This Article applies to all subcontractors at any tier that is performing work under this Contract.

ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Provisions attached herein. CONTRACTOR shall incur no costs and shall not perform or furnish any work, services or equipment under this Contract, unless and until AUTHORITY has issued a written Notice To Proceed (NTP).

ARTICLE 10. CONTRACTORS LICENSE

CONTRACTOR agrees that he is currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in the project plans and specifications. CONTRACTOR further agrees to maintain license through the entire duration of Contract.

ARTICLE 11. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

11.1 CONTRACTOR agrees to comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of transportation (DOT), Title 49 CFR Part 21 as they may be amended from time to time, which are herein incorporated by this reference and made part of this Contract. The following minimum specific requirement activities of the Equal Employment Opportunity (EEO):

11.1.1 CONTRACTOR will work with the AUTHORITY and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the Contract.

11.2.1 CONTRACTOR will accept as his operating policy the following statement: "It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

11.2 EEO Officer: CONTRACTOR will designate and submit to the AUTHORITY in writing the EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate AUTHORITY and responsibility to do so.

11.3 Dissemination of Policy: All members of the CONTRACTOR' staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR' EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

11.3.1 Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

11.3.2 All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.

11.3.3 All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority group employees.

11.3.4 Notices and posters setting forth the CONTRACTOR's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

11.3.5 CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

11.4 Recruitment: When advertising for employees, CONTRACTOR will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

11.4.1 CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to CONTRACTOR for employment consideration.

11.4.2 In the event CONTRACTOR has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)

11.4.3 CONTRACTOR will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

11.5 Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

11.5.1 CONTRACTOR will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

11.5.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

11.5.3 CONTRACTOR will periodically review-selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

11.5.4 CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.

11.6 Training and Promotion: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

11.6.1 Consistent with CONTRACTOR's work force requirements and as permissible under Federal and State regulations, the CONTRACTOR shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

11.6.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.

11.6.3 CONTRACTOR will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

11.7 Unions: If CONTRACTOR relies in whole or in part upon unions as a source of employees, CONTRACTOR will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by CONTRACTOR either directly or through a CONTRACTOR's association acting, as agent will include the procedures set forth below:

11.7.1 CONTRACTOR will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

11.7.2 CONTRACTOR will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

11.7.3 CONTRACTOR is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to CONTRACTOR, CONTRACTOR shall so certify to the AUTHORITY and shall set forth what efforts have been made to obtain such information.

11.7.4 In the event the union is unable to provide CONTRACTOR with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, CONTRACTOR will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which CONTRACTOR has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents CONTRACTOR from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such CONTRACTOR shall immediately notify the AUTHORITY.

11.8 CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract. Disadvantaged business enterprises (DBE), as defined in 49 CFR Part 23 shall have equal opportunity to compete for and perform subcontracts, which the CONTRACTOR enters into pursuant to this contract. CONTRACTOR will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. CONTRACTOR shall obtain lists of DBE construction firms from AUTHORITY's DBE Liaison. CONTRACTOR will use his best efforts to ensure subcontractor compliance with their EEO obligations.

11.9 Records and Reports: CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the AUTHORITY and the FHWA. The records kept by the CONTRACTOR shall document the following: The number of minority and non-minority group members and women employed in each work classification on the project; the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and the progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

11.9.1 CONTRACTOR will submit an annual report to the AUTHORITY each July 1st for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, CONTRACTOR will be required to collect and report training data.

ARTICLE 12. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SANBAG Policy 10102 regarding disclosure.

ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY

13.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by AUTHORITY, shall deliver to AUTHORITY the original of all such products which shall become the property of AUTHORITY.

13.2 All materials, documents, data or information obtained from AUTHORITY' data files or any AUTHORITY medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of AUTHORITY. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of AUTHORITY.

13.3 Except as reasonably necessary for the performance of Services, CONTRACTOR and its employees and agents shall hold in confidence the materials and information referred to in this Article, which are produced by CONTRACTOR for AUTHORITY in the performance and completion of CONTRACTOR's Services under this Contract, until released in writing by AUTHORITY, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.

13.4 CONTRACTOR shall not use AUTHORITY's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of AUTHORITY.

13.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

13.6 CONTRACTOR agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of

AUTHORITY, any information obtained by CONTRACTOR from or through AUTHORITY in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from AUTHORITY pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from AUTHORITY and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same.

ARTICLE 14. TERMINATION

14.1 Termination for Convenience - AUTHORITY shall have the right at any time, with or without cause, to terminate further performance of Services by giving thirty (30) calendar days written notice to CONSULTANT specifying the date of termination. On the date of such termination stated in said notice, CONSULTANT shall promptly discontinue performance of Services and shall preserve work in progress and completed work ("Work"), pending AUTHORITY's instruction, and shall turn over such Work in accordance with AUTHORITY's instructions. CONTRACTOR shall deliver to AUTHORITY, in accordance with AUTHORITY instructions, all deliverables prepared by CONTRACTOR or its subcontracts or furnished to CONTRACTOR by AUTHORITY. Upon such delivery, CONTRACTOR may then invoice AUTHORITY for payment in accordance with the terms hereof. If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from AUTHORITY as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination. CONTRACTOR shall be entitled to receive the actual cost incurred by CONTRACTOR to return CONTRACTOR' field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with AUTHORITY's instructions plus the actual cost necessarily incurred in effecting the termination.

14.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, AUTHORITY may, without prejudice to any other rights or remedies AUTHORITY may have, (a) hold in abeyance further payments to CONTRACTOR; (b) stop any services of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by AUTHORITY, AUTHORITY may take possession of the deliverables and finish Services by whatever method AUTHORITY may deem expedient. A waiver by AUTHORITY of one default of CONTRACTOR shall not be considered to be a waiver of any

subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

14.2.1 In the event of termination, CONTRACTOR shall deliver to AUTHORITY all finished and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by AUTHORITY.

14.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to AUTHORITY, satisfactory in form and content to AUTHORITY and verified by AUTHORITY. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

ARTICLE 15. INSURANCE

Without in anyway affecting the indemnity herein provided and in addition thereto the CONTRACTOR shall, at the CONTRACTOR's expense, and prior to commencement of any work, procure and maintain in full force insurance from the beginning of the work through final acceptance by AUTHORITY. In addition, CONTRACTOR shall maintain completed operations coverage with a carrier acceptable to AUTHORITY through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure. The policies shall be written by a carrier authorized to do business in the State of California with a Best rating of A-VII or better, and shall be written with at least the following limits of liability:

15.1 Workers' Compensation and Employer's Liability Insurance – Workers' Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Employer's Liability Insurance shall be provided in amounts not less than:

(a) $1,000,000 for each accident for bodily injury by accident.
(b) $1,000,000 policy limit for bodily injury by disease.
(c) $1,000,000 for each employee for bodily injury by disease.

15.2 Liability Insurance – CONTRACTOR shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations performed by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

(a) Premises and Operations coverage, with no exclusion or limitation for the perils of Explosion, Collapse or underground Operations;
(b) No limitation or exclusion for CONTRACTOR's liability arising out of work performed by its subcontractors; Products and completed operations.
(c) No limitation or exclusion to the definition of Products and Completed Operations coverage as contained in the ISO CF 00 01 12 04 or its equivalent;
(d) No limitation or exclusion to the definition of "Insured Contract" as contained in the ISO Commercial General Liability form CG 00 01 12 04 or its equivalent.

15.2.1 Liability Limits/Additional Insureds - Insurance shall be written on ISO occurrence form CG 00 01 12 04 (or its equivalent) and the policy must contain the following endorsement, which must be stated on the certificate of insurance:

(a) Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

The limits of liability shall be at least:

(a) $2,000,000 for each occurrence (combined single limit for bodily injury and property damage).

(b) $2,000,000 aggregate for products-completed operations.

(c) $10,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Contract.

(d) $5,000,000 umbrella or excess liability. Combined total Commercial General Liability and Excess Liability limits of $25,000,000 will be required for projects with a contract value in excess of $25,000,000.

(e) Umbrella or excess policy shall follow form over the CONTRACTOR's General Liability coverage and shall provide a separate aggregate limit for products and completed operations coverage. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

15.3 AUTHORITY, the State of California, the City of Fontana and City of Rialto and their authorized officers, employees, agents and volunteers, shall be named as additional insureds with respect to liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract. Coverage for such additional insureds shall not extend to liability:

(a) Arising from any defective or substandard condition of the Roadway which existed at or prior to the time the CONTRACTOR commenced work, unless such condition has been changed by the work or scope of the work requires the CONTRACTOR to maintain existing Roadway facilities and the claim arises from the CONTRACTOR' failure to maintain; or

(b) For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the CONTRACTOR which occurred during the course of the work; or

(c) To the extent prohibited by Section 11580.04 of the Insurance Code.

15.3.1 The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self-insurance maintained by AUTHORITY will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form

B) endorsement form CG 2010 07 04 and CG 20 37 07 04, as published by the Insurance Services Office (ISO).

15.4 Automotive Liability Insurance – CONTRACTOR shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall not be less than $5,000,000 combined single limit each accident for bodily injury and property damage. Umbrella or excess liability coverage used to meet the required limits required under "Liability Limits/Additional Insureds," shall also apply to automobile liability.

15.5 (Not Used)

15.6 Waiver of Subrogation Rights – CONTRACTOR shall require the carriers of the above required coverage's to waive all rights of subrogation against AUTHORITY, and its authorized officers, employees, agents and volunteers, CONTRACTOR and subcontractors by endorsement to the policy.

15.7 Policy Forms, Endorsements and Certificates – CONTRACTOR's General Liability Insurance shall be provided under Commercial General Liability policy form No. CG 00 01 12 04 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG 00 01 12 04.

15.8 Proof of Insurance – Evidence of insurance in a form acceptable to AUTHORITY, including the required "additional insured" endorsements, shall be provided within ten (10) business days after Notice of Award is given to CONTRACTOR. Prior to commencing any work, CONTRACTOR shall furnish AUTHORITY with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide AUTHORITY thirty (30) days written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide AUTHORITY ten (10) days written notice. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy, and shall also include the Contract Number and Project Manager's name on the face of the certificate. AUTHORITY may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of AUTHORITY. Standard ISO form No. CG 00 01 12 04 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusion is at the discretion of AUTHORITY. Regardless of the allowance of exclusions or deductions by AUTHORITY, CONTRACTOR shall be responsible for any deductible amount and shall warrant that the coverage provided to AUTHORITY is consistent with the requirements of this section. CONTRACTOR is required to provide certified copies of all insurance policies within ten (10) days of AUTHORITY's written request of said copies.

15.9 Enforcement – AUTHORITY may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of Contract. In the event the CONTRACTOR fails to maintain any insurance coverage required, AUTHORITY may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or terminate this Contract. The required insurance shall be subject to the approval of AUTHORITY, but any acceptance of insurance certificates by AUTHORITY shall in no way limit or relieve the CONTRACTOR of the CONTRACTOR's duties and responsibilities under the Contract to indemnify, defend and hold harmless AUTHORITY, and its authorized officers, employees, agents and volunteers. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude AUTHORITY from taking other actions as is available to it under any other provision of the contract or law. Failure of AUTHORITY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

15.10 Miscellaneous – Nothing contained in this Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of the Contract, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

ARTICLE 16. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by AUTHORITY) and hold harmless AUTHORITY, the State of California, City of Fontana and City of Rialto, and their authorized officers, employees, agents and volunteers (indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the indemnitees on account of any claim except where such indemnification its prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification obligation applies to the indemnitees' "passive" negligence but does not apply to the indemnitees' "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 17. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, drawings, reports, worksheets, and other data developed by CONTRACTOR under this Contract shall become the property of AUTHORITY when prepared, whether delivered to AUTHORITY or not.

ARTICLE 18. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall be at all times an independent CONTRACTOR. Accordingly, all work provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction and control of CONTRACTOR. AUTHORITY shall rely on CONTRACTOR for results only, and shall have no right at any time to direct or supervise CONTRACTOR or

CONTRACTOR's employees in the performance or as to the manner, means and methods by which work is to be performed. All workers furnished by CONTRACTOR pursuant to this Contract, and all representatives of CONTRACTOR shall be and remain the employees or agents of CONTRACTOR or of CONTRACTOR's subcontractors at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AUTHORITY.

ARTICLE 19. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any party's rights hereunder, each Party, including the prevailing party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the Indemnification provision.

ARTICLE 20. BONDS

As a condition of issuance of the Notice To Proceed, CONTRACTOR agrees to furnish to AUTHORITY a satisfactory Payment Bond in an amount equal to one hundred percent (100%) of the original contract amount and a Performance Bond in an amount equal to one hundred percent (100%) of the original contract amount. These bonds shall be secured from a surety company (ies) admitted in the state of California and satisfactory to AUTHORITY. Bonds shall remain in force and effect for a period of one year following the date of filing of Notice of Completion. If the contract price is increased, AUTHORITY may in its sole discretion, require an increase in the amount of the bonds or new bonds covering the increased amount. These bonds are to be in effect from NTP through the term of this Contract.

ARTICLE 21. PRECEDENCE

The Contract documents consist of these general terms and conditions and the specifications, drawings and special provisions referenced herein and incorporated by this reference. The following order of precedence shall apply: a) this Contract and all attachments; b) IFB provisions; c) CONTRACTOR's Bid; all other documents, if any, cited herein or incorporated by reference.

ARTICLE 22. COMMUNICATIONS/NOTICES

All notices and communications permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other Party in writing. All communications pursuant to or in connection with this Contract shall be marked with AUTHORITY's contract number.

To CONTRACTOR	To AUTHORITY
Pacific Restoration Group, Inc.	San Bernardino Associated Governments
325 E. Ellis Ave.	1170 W. 3rd Street, 2nd Floor
Perris, CA 92572	San Bernardino, CA 92410-1715
Attn: John Richards, President	Attn: Garry Cohoe
Phone: 951-940-6069	C.C. Contract Administrator
Fax: 951-940-6501	Phone: (909) 884-8276

ARTICLE 23. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, Civil Division. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, Civil Division.

ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 25. LIQUIDATED DAMAGES

Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to AUTHORITY for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay AUTHORITY the sum of **$950.00** per each calendar day of delay as identified in the weekly statement of working days issued by the AUTHORITY. AUTHORITY shall not withhold liquidated damages if the delay is determined by AUTHORITY to be excusable in accordance with the Force Majeure article of this Contract. AUTHORITY may extend the period of performance of this Contract when in its sole judgment, sufficient justification to do so.

ARTICLE 26. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from AUTHORITY.

ARTICLE 27. SUBCONTRACTS

27.1 CONTRACTOR shall perform with its own organization contract work amounting to not less **than 30 percent** (or a greater percentage if specified elsewhere in the Contract) of the total

original contract price, excluding any specialty items designated by AUTHORITY. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by CONTRACTOR' own organization (23 CFR 635).

27.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.

27.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract amount upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

27.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as AUTHORITY determines is necessary to assure the performance of the Contract.

27.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of AUTHORITY, or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after AUTHORITY has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, Section 4100 et. seq. AUTHORITY's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. AUTHORITY reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

ARTICLE 28. COORDINATION WITH OTHER CONTRACTS

AUTHORITY may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and AUTHORITY's employees or agents and carefully fit its own work to such additional work as may be directed by AUTHORITY. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other CONTRACTOR or by AUTHORITY.

ARTICLE 29. PREVAILING WAGE REQUIREMENTS

29.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the State Department of Labor the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the State Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

29.2 Contributions made or costs reasonably anticipated for bona fide fringe benefits under the State Department of Labor on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this Article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in herein. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under of this section) and the Davis-Bacon poster (WH1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

29.3 AUTHORITY shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under this Contract shall be classified in conformance with the wage determination. AUTHORITY shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona

fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

29.4 If CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and AUTORITY agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by AUTHORITY to the State Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the AUTHORITY or will notify AUTHORITY within the 30-day period that additional time is necessary.

29.5 In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and AUTHORITY do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), AUTHORITY shall refer the questions, including the views of all interested parties and the recommendation of AUTHORITY, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise AUTHORITY or will notify the AUTHORITY within the 30-day period that additional time is necessary.

29.6 The wage rate (including fringe benefits where appropriate) determined pursuant to this section, should be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

29.7 Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

29.8 If CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the State Department of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards have been met. The State Department of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

29.9 Withholding - AUTHORITY shall upon its own action or upon written request of an authorized representative of the State Department of Labor withhold or cause to be withheld from the CONTRACTOR under this Contract or any other contract with the same prime CONTRACTOR, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working

on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by this Contract, AUTHORITY may, after written notice to CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

29.10 Payrolls and basic records - Payrolls and basic records relating thereto shall be maintained by CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described herein, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the State Department of Labor has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program, CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

29.11 Apprenticeship - If CONTRACTOR employs apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

29.12 Payroll - CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the AUTHORITY if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to AUTHORITY. The payrolls submitted shall set out accurately and completely all of the information required to be maintained Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029005000141), U.S. Government Printing Office, Washington, DC 20402. CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors.

29.12.1 Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

29.12.2 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH347 shall satisfy the requirement for submission of the Statement of Compliance required by this section. The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

29.12.3 CONTRACTOR or subcontractor shall make the records required under of this section available for inspection, copying, or transcription by authorized representatives of the AUTHORITY, and shall permit such representatives to interview employees during working hours on the job. If CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

29.13 Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the

journeyman's hourly rate) specified in CONTRACTOR's or subcontractors registered program shall be observed.

29.13.1 Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

29.14 Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

29.15 Compliance with Copeland Act requirements - CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as AUTHORITY may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

29.16 Contract termination – debarment- A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

29.17 Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

29.18 Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the State Department of Labor. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and AUTHORITY, or the employees or their representatives.

29.19 Certification of eligibility- (i) By entering into this Contract, CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

29.20 Contract Work Hours and Safety Standards Act- AUTHORITY shall cause or require the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

29.21 Overtime requirements- No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

29.22 Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.

29.22.1 Withholding for unpaid wages and liquidated damages - AUTHORITY shall upon its own action or upon written request of an authorized representative of the State Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

29.23 Subcontracts - CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

29.23.1 In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 5.1, AUTHORITY shall insert a clause requiring that the CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, AUTHORITY shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of AUTHORITY and the State Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

ARTICLE 30. SAFETY

30.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as AUTHORITY may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

30.2 Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

ARTICLE 31. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of AUTHORITY, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 32. CONFIDENTIALITY

Any AUTHORITY materials to which the CONTRACTOR or its agents has access to or materials prepared by the CONTRACTOR during the term of this Contract shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except as authorized by AUTHORITY. CONTRACTOR shall not release any reports, information of promotional materials or allow for the use of any photos of the project for any purposes without written approval from AUTHORITY.

ARTICLE 33. CONVICT LABOR

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person, undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

ARTICLE 34. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by AUTHORITY, as well as from information presented by the drawings and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the difficulty of cost of successfully or interpretations made by CONTRACTOR on the basis of the information made available by AUTHORITY.

ARTICLE 35. SEVERABILITY

The partial or complete invalidity in whole or in part, of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 36. FORCE MAJEURE

CONTRACTOR shall not be in default of this Contract in the event that the work performed by CONTRACTOR is temporarily interrupted or discontinued for any of the following reasons; riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government, and fires, severe weather, or other catastrophic events which are beyond the reasonable control of CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. Other catastrophic events do not include the financial inability of the CONTRACTOR to perform or failure of the CONTRACTOR to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the CONTRACTOR.

ARTICLE 37. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 38. EFFECTIVE DATE

The date that this Contract is executed by AUTHORITY shall be the Effective Date of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year first written below, but effective as of the day and year first set forth above.

CONTRACTOR
PACIFIC RESTORATION GROUP, INC.

By: _____
John Richards
President

Date: _____

Licensed in accordance with an act providing for registration of contractors.

685511 AB C27
License Number

Federal Employer
Identification Number

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Janice Rutherford
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____
Jeffery Hill
Contract Administrator

Governments
SANBAG
Working Together

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

TRANSPORTATION MEASURE I

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

Minute Action

AGENDA ITEM: 35

Date: April 11, 2013

Subject: Construction Cooperative Agreement Amendment for the Colton Quiet Zone Project

Recommendation:* Approve Amendment 1 to Contract No. C12006 with the City of Colton and increase the contract by $60,982 for a total contract amount of $1,080,837, which will be funded with Measure I 1990 - Valley Fund - Major Projects, and change contract termination date of December 31, 2013 with December 31, 2014.

Background: On October 5, 2011, the San Bernardino Associated Governments (SANBAG) Board of Directors approved contract C12053, a Funding Agreement between SANBAG, the City of Colton, the BNSF Railway Company (BNSF), and the Union Pacific Railroad (UPRR) addressing roles and responsibilities for each party and funding commitments for several rail improvement projects in the City of Colton. Under this agreement, SANBAG is responsible for funding 100% of project costs related to the Colton Quiet Zone Project.

Following approval of C12053, the Board also approved contract C12006 with the City of Colton in the amount of $1,019,855 for construction capital costs and support costs for the construction of Quiet Zone Improvements in the City of Colton. Under this agreement, the City of Colton will advertise, award, and administer the construction contract for construction of the Quiet Zone.

The scope of the Colton Quiet Zone project was defined in C12006 as improvements to four existing at-grade railroad crossings. The project includes closure of and construction of related improvements to "H" Street and "E" Street

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1304b-pm

Attachment: http://portal.sanbag.ca.gov/mgmt/APOR-Mgmnt/Shared%20Documents/C12006-01.docx

and signal improvements and other upgrades to the Valley Boulevard and Olive Street at-grade railroad crossings. The estimated capital cost of the project under C12006 was $891,175, and the support and administration costs were estimated at $128,683 for a total amount of $1,019,855.

Subsequent to approval of C12006, the City of Colton identified additional improvements that are needed to enhance safety for pedestrians. Currently, the existing at-grade crossings that will be modified by the project include active signals devices and gates that would warn motorists and pedestrians of incoming trains. The closure of the railroad crossing at "E" Street and "H" Street would eliminate pedestrian access at those locations.

Because the project is proposing to close "E" Street and "H" Street, the City's concern is that pedestrians would now attempt to cross the railroad by entering the railroad Right-of-Way unsafely through unsecured locations. The City has identified four such locations and is requesting construction of fencing and warning signs to discourage trespassing by pedestrians. These areas are located on West "F" Street, West "D" Street, West "B" Street, and Hanna Street. The capital costs of these improvements are estimated at $53,306, including contingency, and an additional support cost of $7,676 for a total amount of $60,982.

The three party Construction and Maintenance agreement between SANBAG, the City of Colton, and BNSF was approved by the Board on March 6, 2013, and the City anticipates awarding a contract in June 2013. Staff recommends approval of Amendment 1 to C12006 to include pedestrian safety enhancements to the project. Staff is also recommending increasing the contract termination date by one year, from December 31, 2013 to December 31, 2014. This will allow sufficient time for the City to complete the work and allow project close out activities to occur.

Financial Impact: This item is consistent with the SANBAG Fiscal Year 2012/2013 budget. Funding for the contract is provided under Task 0886, Colton Quiet Zone. This contract will be funded with Measure I 1990 - Valley Fund - Major Projects.

Reviewed By: This item has not had prior Policy Committee review. SANBAG Contract Administrator has reviewed this item and the contracts.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12006 Amendment No. 1

By and Between

San Bernardino Transportation Authority and City of Colton

Contract Description Construction Cooperative Agreement for the Colton Quiet Zone

Board of Director's Meeting Date: April 3, 2013

Overview of BOD Action: Approve Amendment 1 to Contract No. C12006 and increase the contract by $60,982 for a total contract amount of $1,080,837 which will be funded with Measure I 1990 - Valley Fund - Major Projects.

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

CONTRACT OVERVIEW

Original Contract Amount	$	1,019,855.00	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	60982.00	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	1,080,837.00	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	1,080,837.00

Contract Start Date	Current Contract Expiration	Revised Contract Expiration Date
12/07/11	12/31/13	12/31/14

Has the contract term been amended? ☐ No ☒ Yes - please explain. Contract term has been amended to allow sufficient time for the City to complete the scope of work in the agreement.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0886.

☐ 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:*

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 MELOLOTON			3/28/13
Project Manager (Print Name)		Signature	Date
Gary Colvin			3.28.13
Task Manager (Print Name)		Signature	Date
Andrea Zureick		Andrea Zureick	3/28/13
Dir. of Fund Admin. & Programming (Print Name)		Signature	Date
Jeffery Hill			3/28/13
Contract Administrator (Print Name)		Signature	Date
W. STAWARSKI			3/29/13
Chief Financial Officer (Print Name)		Signature	Date

AMENDMENT NO. 1 TO CONTRACT NO. C12006

BY AND BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF COLTON

COLTON QUIET ZONE

THIS AMENDMENT NO. 1 is by and between the San Bernardino County Transportation Commission ("AUTHORITY") and the City of Colton, a municipal corporation of the State of California ("CITY"), both collectively known as "PARTIES".

RECITALS:

A. **WHEREAS,** on October 5, 2011, AUTHORITY, CITY, Union Pacific Railroad, and the BNSF Railway Company ("BNSF") entered into a funding agreement for several railroad related projects in the City of Colton, describing the roles and responsibilities for each of the parties under the agreement.

B. **WHEREAS,** one of the projects identified in the funding agreement is known as the Colton Quiet Zone Improvement project ("Project"), which would establish a quiet zone by eliminating two existing grade crossings at "H" Street and "E" Street respectively and improving two existing grade crossings at Valley Boulevard and Olive Street.

C. **WHEREAS,** under the funding agreement, AUTHORITY is responsible for total project costs of the Project after a contribution of $100,000 by BNSF.

D. **WHEREAS,** on December 7, 2011, AUTHORITY and CITY entered into a construction cooperative agreement for the construction of the Project and CITY will administer construction of Project.

E. **WHEREAS,** the scope of the construction cooperative agreement only included work along "H" Street, "E" Street, Valley Boulevard, and Olive Street.

F. **WHEREAS,** CITY identified the need for additional improvements in relation to the Project to enhance safety and discourage pedestrians from trespassing into the railroad Right-of-Way.

G. **WHEREAS,** PARTIES agree to incorporate the additional improvements into the scope of the cooperative agreement.

NOW THEREFORE, AUTHORITY and CITY agree to amend Cooperative Agreement C12006 in the following particulars only:

1. Amend Section 1, Article 1 to replace the amount "$1,019,855" with "$1,085,837".

2. Exhibit 1 (Contract Attachment A.1) is attached to and incorporated into this Amendment by this reference.

3. Exhibit 2 (Contract Attachment B.1) to replace Exhibit B in the Agreement.

4. Amend Section 3, Article 13 to replace contract termination date of "December 31, 2013" with "December 31, 2014"

5. The Contract is incorporated into this Amendment.

6. Except as amended by this Amendment, all other provisions of the Contract shall remain in full force and effect.
7. This Amendment No. 1 is effective on the date executed by AUTHORITY.

----------SIGNATURES ON FOLLOWING PAGE----------

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the dates indicated below.

CITY OF COLTON,
A MUNICIPAL CORPORATION

APPROVED

By:_____
Sarah S. Zamora
Mayor

Date:_____

APPROVED AS TO FORM AND PROCEDURE

By:_____
Marco Martinez
City Attorney

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

APPROVED

By:_____
Janice Rutherford, President
Board of Directors

Date:_____

APPROVED AS TO FORM AND PROCEDURE

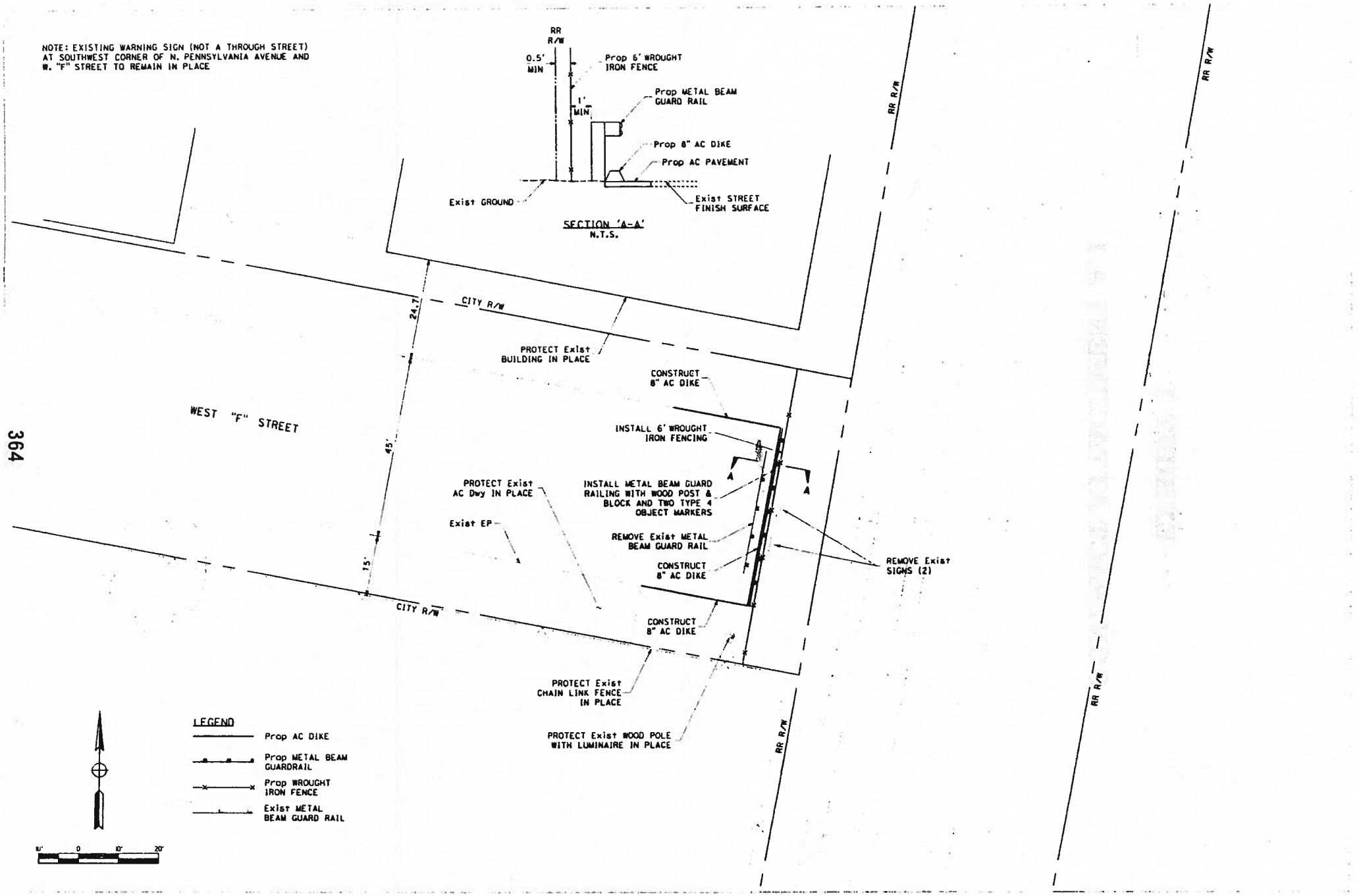
By:_____
Eileen Monaghan Teichert
AUTHORITY General Counsel

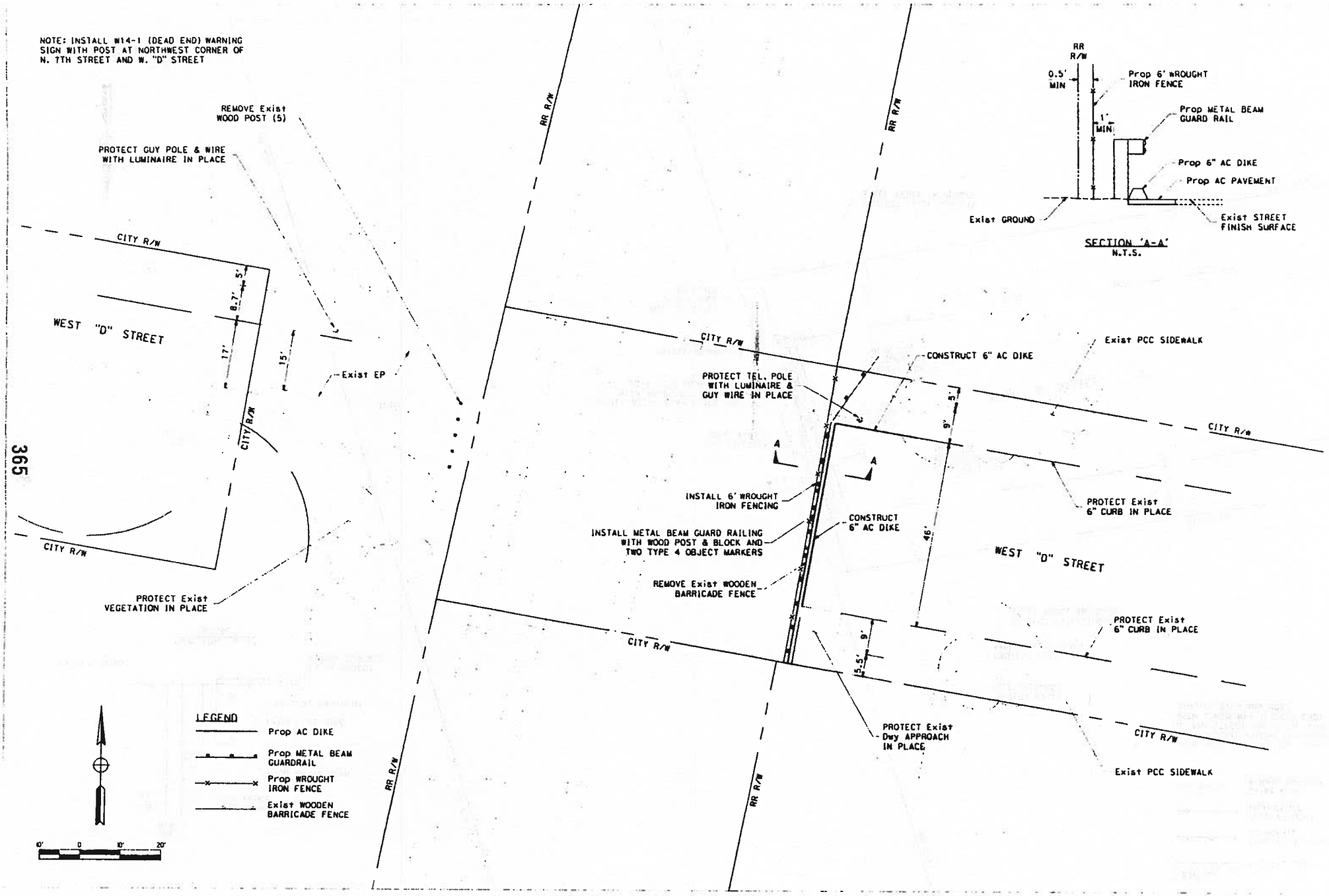
CONCURRENCE

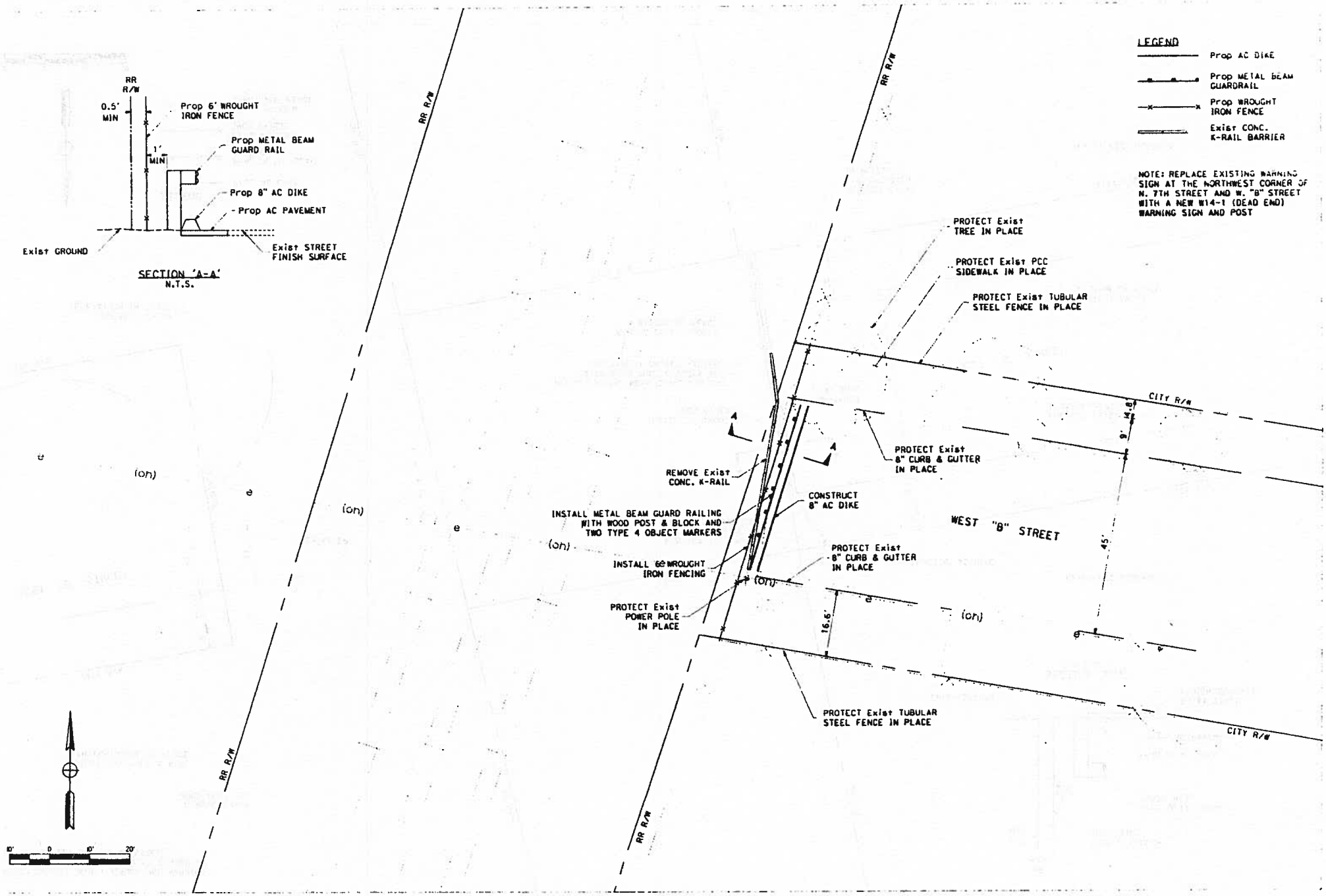
By:_____
Jeffrey Hill
Contract Administrator

EXHIBIT 1

CONTRACT ATTACHMENT A.1


NOTE: EXISTING WARNING SIGN (NOT A THROUGH STREET) AT SOUTHWEST CORNER OF N. PENNSYLVANIA AVENUE AND W. "F" STREET TO REMAIN IN PLACE
RR R/W
0.5' MIN
Prop 6' WROUGHT IRON FENCE
1' MIN
Prop METAL BEAM GUARD RAIL
Prop 8" AC DIKE
Prop AC PAVEMENT
Exist GROUND
Exist STREET FINISH SURFACE
SECTION 'A-A'
N.T.S.
CITY R/W
24.7'
PROTECT Exist BUILDING IN PLACE
CONSTRUCT 8" AC DIKE
WEST "F" STREET
INSTALL 6' WROUGHT IRON FENCING
45'
PROTECT Exist AC Dwy IN PLACE
INSTALL METAL BEAM GUARD RAILING WITH WOOD POST & BLOCK AND TWO TYPE 4 OBJECT MARKERS
Exist EP
REMOVE Exist METAL BEAM GUARD RAIL
REMOVE Exist SIGNS (2)
CONSTRUCT 8" AC DIKE
15'
CITY R/W
CONSTRUCT 8" AC DIKE
PROTECT Exist CHAIN LINK FENCE IN PLACE
PROTECT Exist WOOD POLE WITH LUMINAIRE IN PLACE
RR R/W
RR R/W
RR R/W
LEGEND
Prop AC DIKE
Prop METAL BEAM GUARDRAIL
Prop WROUGHT IRON FENCE
Exist METAL BEAM GUARD RAIL
0' 0 10' 20'


NOTE: INSTALL W14-1 (DEAD END) WARNING SIGN WITH POST AT NORTHWEST CORNER OF N. 7TH STREET AND W. "D" STREET
REMOVE Exist WOOD POST (5)
PROTECT GUY POLE & WIRE WITH LUMINAIRE IN PLACE
CITY R/W
WEST "D" STREET
5'
8.7'
17'
15'
Exist EP
CITY R/W
CITY R/W
PROTECT Exist VEGETATION IN PLACE
RR R/W
RR R/W
RR R/W
RR R/W
CITY R/W
PROTECT TEL. POLE WITH LUMINAIRE & GUY WIRE IN PLACE
CONSTRUCT 6" AC DIKE
Exist PCC SIDEWALK
A
A
INSTALL 6' WROUGHT IRON FENCING
INSTALL METAL BEAM GUARD RAILING WITH WOOD POST & BLOCK AND TWO TYPE 4 OBJECT MARKERS
REMOVE Exist WOODEN BARRICADE FENCE
CONSTRUCT 6" AC DIKE
5'
9'
46'
CITY R/W
PROTECT Exist 6" CURB IN PLACE
WEST "D" STREET
PROTECT Exist 6" CURB IN PLACE
9'
5.5'
PROTECT Exist Dwy APPROACH IN PLACE
CITY R/W
Exist PCC SIDEWALK
RR R/W
0.5' MIN
Prop 6' WROUGHT IRON FENCE
1' MIN
Prop METAL BEAM GUARD RAIL
Prop 6" AC DIKE
Prop AC PAVEMENT
Exist GROUND
Exist STREET FINISH SURFACE
SECTION 'A-A'
N.T.S.
LEGEND
Prop AC DIKE
Prop METAL BEAM GUARDRAIL
Prop WROUGHT IRON FENCE
Exist WOODEN BARRICADE FENCE
10' 0 10' 20'


RR R/W
0.5' MIN
Prop 6' WROUGHT IRON FENCE
1' MIN
Prop METAL BEAM GUARD RAIL
Prop 8" AC DIKE
Prop AC PAVEMENT
Exist GROUND
Exist STREET FINISH SURFACE
SECTION 'A-A'
N.T.S.
RR R/W
RR R/W
RR R/W
RR R/W
LEGEND
Prop AC DIKE
Prop METAL BEAM GUARDRAIL
Prop WROUGHT IRON FENCE
Exist CONC. K-RAIL BARRIER
NOTE: REPLACE EXISTING WARNING SIGN AT THE NORTHWEST CORNER OF N. 7TH STREET AND W. "B" STREET WITH A NEW W14-1 (DEAD END) WARNING SIGN AND POST
PROTECT Exist TREE IN PLACE
PROTECT Exist PCC SIDEWALK IN PLACE
PROTECT Exist TUBULAR STEEL FENCE IN PLACE
CITY R/W
PROTECT Exist 8" CURB & GUTTER IN PLACE
REMOVE Exist CONC. K-RAIL
CONSTRUCT 8" AC DIKE
INSTALL METAL BEAM GUARD RAILING WITH WOOD POST & BLOCK AND TWO TYPE 4 OBJECT MARKERS
WEST "B" STREET
INSTALL 66' WROUGHT IRON FENCING
PROTECT Exist 8" CURB & GUTTER IN PLACE
PROTECT Exist POWER POLE IN PLACE
16.6'
45'
PROTECT Exist TUBULAR STEEL FENCE IN PLACE
CITY R/W
10' 0 10' 20'

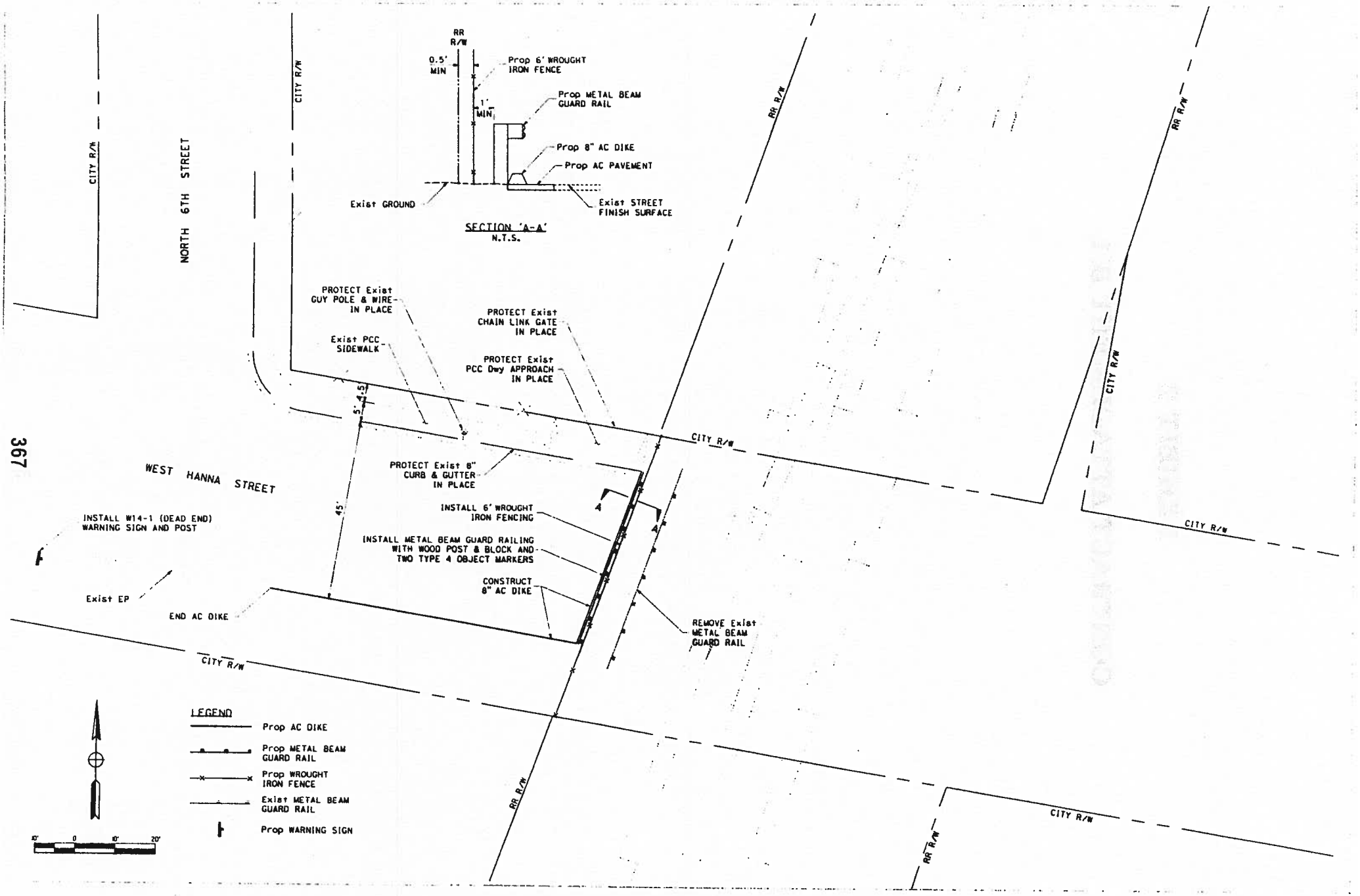

RR R/W
0.5' MIN
Prop 6' WROUGHT IRON FENCE
1' MIN
Prop METAL BEAM GUARD RAIL
Prop 8" AC DIKE
Prop AC PAVEMENT
Exist GROUND
Exist STREET FINISH SURFACE
SECTION 'A-A'
N.T.S.
CITY R/W
NORTH 6TH STREET
RR R/W
PROTECT Exist GUY POLE & WIRE IN PLACE
Exist PCC SIDEWALK
PROTECT Exist CHAIN LINK GATE IN PLACE
PROTECT Exist PCC Dwy APPROACH IN PLACE
5'
4.5'
WEST HANNA STREET
PROTECT Exist 8" CURB & GUTTER IN PLACE
45'
INSTALL W14-1 (DEAD END) WARNING SIGN AND POST
INSTALL 6' WROUGHT IRON FENCING
INSTALL METAL BEAM GUARD RAILING WITH WOOD POST & BLOCK AND TWO TYPE 4 OBJECT MARKERS
CONSTRUCT 8" AC DIKE
REMOVE Exist METAL BEAM GUARD RAIL
Exist EP
END AC DIKE
LEGEND
Prop AC DIKE
Prop METAL BEAM GUARD RAIL
Prop WROUGHT IRON FENCE
Exist METAL BEAM GUARD RAIL
Prop WARNING SIGN
10' 0 10' 20'

EXHIBIT 2

CONTRACT ATTACHMENT B.1

Colton Quiet Zone

Construction Cost Estimate

Roadway Improvements

CAPITAL COST ESTIMATE

Construction Capital Cost:	$769,981
Contingency (15%):	$115,497
Permits and Flagging:	$64,000
Total Construction Capital:	$949,478

CONSTRUCTION SUPPORT COST ESTIMATE

Administration:	$136,359
Total Construction Support:	$136,359

TOTAL CONSTRUCTION COST

$1,085,837